# Special Conditions of Fondsdepot Bank GmbH (version dated 1 January 2024)

(hereinafter referred to as "Special Conditions")

# Additional basic policy

### 1. Supplement to the General Business Conditions

The Special Conditions of Fondsdepot Bank GmbH (hereinafter referred to as the "Bank") supplement the General Business Conditions.

### 2. Recording telephone calls

The Bank will record telephone calls and electronic communication with the client in accordance with statutory obligations. A copy of these records of telephone calls and electronic communication with the client is available to the client on request for a period of at least 5 years.

### 3. Joint accounts/joint fund custody accounts

### 3.1 Right of disposal

In the case of joint accounts/joint fund custody accounts, each (fund custody) account holder is entitled to dispose of the account without the involvement of the other (fund custody) account holders and to make all agreements in connection with the management of the (fund custody) account to the debit of the (fund custody) accounts, unless otherwise stipulated below.

- Granting and revoking powers of attorney
- A power of attorney for an account/a fund custody account can only be granted jointly by all (fund custody) account holders. Revocation by one (fund custody) account holder terminates the power of attorney. The Bank must be informed of a revocation without delay and, where possible, in writing for evidentiary reasons.
- b. Closing the accounts/fund custody accounts
   The (fund custody) accounts may only be closed jointly by all (fund custody) account holders (see section 3, paragraph 3.5 of these Special Conditions for the exception in the event of death).

### 3.2 Joint and several liability

The (fund custody) account holders are jointly and severally liable for the liabilities arising from the joint (fund custody) accounts, i.e. the Bank may demand of any individual (fund custody) account holder that they satisfy all claims.

### 3.3 Revocation of individual rights of disposal

Each (fund custody) account holder may revoke the individual right of disposal of another (fund custody) account holder vis-à-vis the Bank, at any time with future effect. The Bank must be informed of the revocation without delay and, where possible, in writing for evidentiary reasons. All (fund custody) account holders can then only dispose of the (fund custody) accounts jointly.

### 3.4 Account and fund custody account notices

All (fund custody) account statements and other notices, with the exception of (fund custody) account closures, will be sent to the first (fund custody) account holder specified on the (fund custody) account application form, unless a separate written declaration has been issued requesting that all notices be sent to every (fund custody) account holder; only one copy of tax statements can be sent. (Fund custody) account closures and notice thereof will be sent to every (fund custody) account holder.

# 3.5 Arrangements in the event of the death of an account/a fund custody account holder

After the death of a holder of an account/a fund custody account, the authority granted to the other (fund custody) account holder(s) remains unchanged. Nevertheless, the surviving (fund custody) account holder(s) can close the (fund custody) account or transfer it to their name(s) without the involvement of the heirs, unless the Bank has previously received notice of revocation of the closure or transfer from the heirs. The rights of the deceased are exercised jointly by the heirs. Each individual heir alone has the right to revoke sole rights of disposal. If a co-heir exercises this right, any act of disposition of the (fund custody) account shall require that heir's cooperation. If all co-heirs revoke the sole right of disposal of a surviving (fund custody) account holder, all surviving (fund custody) account holders may only jointly dispose of the (fund custody) account with all co-heirs.

### 4. Fund custody account statements and annual tax statement

### 4.1 Fund custody account statements

The Bank shall send a fund custody account statement to the client without delay following the execution of an order upon every change to the account balance. The Bank will only send a fund custody account statement of changes to account balances as a result of savings plans or savings agreements every six months, unless the maximum amounts set out in section 24 (3) of the Safe Custody Act (Depotgesetz – DepotG) are exceeded. Each client will receive a fund custody account summary at least once per calendar year. As a general rule, the Bank does not sign fund custody account statements that are generated by data processing facilities.

### 4.2 Annual tax statement

The Bank will issue an annual tax statement (Jahressteuerbescheinigung) for every calendar year.

## 5. Realisation of due expenses and fees

The Bank will collect any expenses and fees due by selling securities. If some or all of the securities held in the fund custody account are insufficient to cover the expenses and fees due, or if they cannot be sold, the Bank is entitled to collect the unsettled expenses and fees due from the reference account previously specified by the client, provided that it has a valid direct debit authorisation/mandate for this purpose. The client is entitled to instruct the Bank to settle the fund custody account management fee and postage expenses through direct debit payments

in conjunction with the granting of direct debit authorisation/mandate instead of by selling securities.

In the case of a direct debit return or revocation of direct debit authorisation/mandate, due and future fund custody account management fees and postage expenses will be settled through the sale of securities. If the expenses and fees due cannot be realised as described above, the Bank will invoice for the expenses and fees due.

### Offsetting

The Bank can offset claims against the client arising from the business relationship against distributions and deduct them from payments by and to the client.

### **Termination**

#### 7. Termination

# 7.1 Settlement following the termination of a safe custody agreement by the client

Unless otherwise instructed by the client, the investment fund units or shares posted to the fund custody account will be sold and the proceeds paid out to the client once the termination of a safe custody agreement in accordance with section 18 of the General Business Conditions has become effective.

### Partial termination rights of the Bank/cancellation of fund custody accounts

### 8.1 Partial termination of the safe custody agreement

The Bank can terminate the safe custody agreement at any time, observing the period of notice specified in section 19 (1) of the General Business Conditions, even if such termination relates only to certain investment fund units or shares held in the fund custody account, if these investment fund units or shares are not, or no longer offered by the Bank. The Bank also has a corresponding right of partial termination with regard to such units or shares in investment funds in which, pursuant to section 10 (1) of the Investment Tax Act (Investmentsteuergesetz - InvStG), only tax-privileged investors pursuant to section 8 (1) InvStG or, pursuant to section 10 (2) InvStG, only tax-privileged investors pursuant to section 8 (1) or (2) may participate if the requirements for tax exemption pursuant to section 10 InvStG are not or no longer met in the person of the investor.

This is equivalent to the case in which the investor has not provided the proof required in accordance with section 10 (4) InvStG or has not provided this within a reasonable period of time after being requested to do so by the Bank. Proof is deemed provided when it is submitted to the Bank to be passed on to the investment fund. In such cases, the Bank is entitled to sell the terminated investment fund units or shares as soon as the partial termination becomes effective. In the event that the client does not issue any instructions with respect to the destination of the proceeds and no valid reference bank account for a payout has been provided to the Bank, the proceeds will be credited to a cash account held at the Bank for the client, provided that the client holds a cash account with the Bank at such time. If this payout option is not possible, the Bank will contact the client and query the form of payment preferred.

**8.2** Settlement following the termination of a safe custody agreement Section 7 of these Special Conditions shall apply accordingly for settlement following the termination of a safe custody agreement.

### 8.3 Cancellation of fund custody accounts

Moreover, the Bank may cancel a fund custody account without issuing any additional notification to the client if there have been no holdings in the account for a twelve month period

## Fund custody account management

### 9. Limitations

The object of fund custody account management is the safe custody and administration of units or shares in domestic and foreign investment funds (hereinafter referred to as "investment fund units"). The Bank does not hold in safe custody or administer other securities.

### Execution-only business/exclusion of investment advice/provision of offering documents

### 10.1 Execution-only business

The Bank shall execute all orders placed by the client as execution-only business. The Bank does not perform an examination of whether the investment fund units purchased by the client are appropriate for the client, i.e. whether the client has the necessary knowledge and experience to appropriately judge the risks associated with the purchase of the investment fund units.

### 10.2 Exclusion of investment advice

The Bank will not advise the client on the purchase, sale or swap of investment fund units. The client will place orders to buy, sell or swap investment fund units only after individual and professional consultation with a financial advisor or waive any consultation. As a result, the Bank bears no liability for any investment loss, and in particular for price losses relating to assets held in an investment fund, resulting from its failure to provide advice.

### 10.3 Provision of offering documents/legally required information

The Bank and/or the client's financial advisor will provide the client with the legally required information (e.g. cost information) and the offering documents (e.g. current key investor information documents, prospectuses and annual or semi-annual reports) for the initial transaction and all subsequent transactions free of charge and in a timely manner.

# **Execution of fund custody account orders**

### 11. Buy and sell orders

### 11.1 Limitation to the investment fund units offered by the Bank

The Bank accepts buy and sell orders for investment fund units of investment funds only. Moreover, these investment fund units must be offered for sale by the Bank. A list of the investment funds distributed by the Bank can be obtained from the Bank. The Bank may make the acceptance of orders as well as their execution contingent on whether or not the Client has submitted certain declarations and may if necessary also request that these declarations be made on a one-time or regular repeated basis (e.g. for purchasing US fund units). Proof within the meaning of the above provision is, in particular, proof of tax exemption pursuant to section 10 (4) InvStG to be passed on to the investment fund by the Bank.

# 11.2 Execution transactions/commissioning a third party to execute a purchase or sale

The Bank executes orders placed by the client for the purchase and sale of investment fund units in Germany and abroad. To this end, the Bank concludes a buy or sell transaction (execution transaction) with investment companies or other institutions that issue investment fund units for the account of the client, or commission a third party to conclude an execution transaction. Orders to buy and sell investment fund units via a securities exchange or another trading venue that is similar to a securities exchange are not executed. The client is informed that order execution via a securities exchange or another trading venue that is similar to a securities exchange may be cheaper for them in individual cases. If amounts received from the client are insufficient to purchase a full fund unit, the Bank will credit the corresponding fractional unit, to three decimal places. The policy on netting remain unaffected.

### 11.3 Price of execution transaction

The Bank charges the client the issue price of the investment fund units to purchase investment fund units. This price comprises the net asset value (NAV), or - in the event swing pricing is applied - the modified NAV, plus the front-end load up to the maximum front-end load stated in the respective prospectus of the investment fund. The Bank credits the client with the redemption price when investment fund units are sold. This comprises the net asset value (NAV), or - in the event swing pricing is applied - the modified NAV, minus the exit charge or any other redemption charge (e.g. redemption fee, dilution levy) up to the maximum exit charge or other redemption fee stated in the respective prospectus for the investment fund. The Bank is entitled to the front-end load/exit charge to be paid by the client for commission-based transactions in the purchase and sale of investment fund units or shares. The policy on netting remain unaffected.

### 11.4 Processing/valuation date

Incoming buy or sell orders will be processed by the Bank without delay, at the latest on the banking day (at the institution maintaining the fund custody account) following the day of receipt at the Bank. Processing is deemed to entail the forwarding of the order to the respective investment company, its custodian bank, a clearer or a third party that has been appointed to further execute the order. Because of these order terms, the Bank cannot promise the client a fixed pricing date, a fixed assignment to a specific valuation date of an investment fund or a fixed settlement price at the time the order is placed. The client can also order in advance the processing to be executed as described on a certain date.

The Bank will not carry out such processing immediately, but on this date. The Bank will not accept orders from the client to the Bank with the instruction to pass them on as quickly as possible so that the investment company, its custodian bank, a clearer or a third party can execute them on a certain date. If there is any doubt as to whether a client wishes to have the order processed by the Bank in advance on a certain date or to have the order passed on quickly enough to be executed by the respective investment company, its custodian bank, a clearer or a third party on a certain date, the Bank is entitled to interpret the order as processing by the Bank in advance on a certain date. The valuation date on which the respective investment company or its custodian bank/clearing bank settles the order (time of execution) shall be the relevant date for determining the price of the execution transaction. This means that time of execution and the execution price on which the transaction for execution is based are beyond the control of the Bank. If the order is not executed, the Bank will inform the client without delay. The policy on netting remain unaffected.

### 11.5 Nettino

Buy orders from clients and sell orders from the same and other clients have an offsetting relationship. Opposing buy and sell orders may be netted by the Bank and forwarded as a net position as part of commission business to the respective investment company, its custodian bank, a clearer or a third party that has been appointed to further execute the order (netting). Netting may be detrimental in individual cases. The Bank will only net orders if it is unlikely that individual clients will be disadvantaged. If they are not passed on as a net position, the Bank executes the combined opposing buy and sell orders separately as a commission agent acting as principal (Selbsteintritt), without the need for express notification pursuant to section 405 HGB. In the case of execution as principal, processing shall be understood to mean execution by entry into the Bank's account management system of the buy or sell order which forms a netting unit with an opposing sell or buy order by following chronologically, unless the preceding order is itself already part of a netting unit. Entry into the account management system shall be deemed a declaration of intent to act as principal in accordance with section 151 BGB with respect to the buy and sell orders which constitute the netting unit. In the case of execution as principal, the buy or sell price shall be determined in accordance with the price of the execution transaction and the time of execution within the meaning of the aforementioned rules, which would apply if the buy or sell orders were to be passed on as part of a net position to the investment company, its custodian bank, a clearer or a third party charged with further execution. The aforementioned provisions regarding the client's instruction to the Bank to process the order in advance on a certain date or to arrange for the order to be passed on quickly enough for execution to be carried out by the respective investment company, its custodian bank, a clearer or a third party on a certain date shall apply accordingly.

### 11.6 Currency of payments by and to the client/currency conversion

Payments made by the client to the Bank and payments made by the Bank to the client must always be made in euros. The Bank will convert payments in a currency other than the euro into euros at the current rate of exchange. If the client commissions the Bank to purchase investment fund units in an investment fund denominated in a currency other than the euro, the Bank is authorised to convert the euro amount received from the client for this purpose into the respective currency at the current rate of exchange.

### 12. Swap orders

The Bank will treat orders to swap investment fund units as a sell order with a subsequent, separate buy order.

The buy order, however, will not be executed until the sell order has been settled and cleared. Simultaneous processing is possible for amount swaps.

# 13. Transfer/inbound and outbound delivery of investment units 13.1 General rule

An order to transfer investment fund units from the Bank to another institution can only be executed for whole investment fund units. The Bank will sell any remaining fractional units on behalf of the client. No physical securities will be delivered.

### 13.2 Investment fund in accordance with section 10 InvStG

An order for the transfer of units or shares in investment funds, in which in accordance with section 10 (1) InvStG only tax-privileged investors in accordance with section 8 (1) InvStG may participate or, in accordance with section 10 (2) InvStG, only tax-privileged investors in accordance with section 8 (1) or (2), is only possible once the investor has submitted to the Bank a certificate confirming the investment fund's consent to the transfer.

For the purposes of this section, transfer means a transfer from one investor to another, regardless of whether it is to an institution other than the Bank. By submitting the confirmation, the investor also declares that the Bank is entitled to transfer it to the other institution.

# Execution of transactions involving investment fund units

### 14. Execution in Germany as a general rule

The Bank executes investment fund unit transactions in Germany unless the following terms or an agreement to the contrary provide for purchase abroad.

### 15. Purchase in Germany

Where orders are executed in Germany and the investment fund units are held in collective custody (Girosammelverwahrung) at a German securities depository, the client only acquires co-ownership rights in the pool in the form of a collective custody account credit. If the units are not eligible to be held in collective custody, the client shall acquire sole ownership. The Company holds these units for the client separately from its own units and those of third parties (individual custody).

### 16. Purchase abroad

### 16.1 Purchase agreement

The Bank purchases investment fund units abroad by executing purchase orders in Germany or in foreign fund units abroad.

### 16.2 Involvement of intermediate custodians

The Bank will have the investment fund units purchased abroad kept in safe custody abroad. It will commission another domestic or foreign custodian for this purpose. The safe custody of investment fund units is subject to the legal provisions and practices that apply in the place of custody, and the General Business Conditions that apply to the foreign depository or depositories.

### 16.3 Credit for securities held abroad

The Bank will, in its duty to exercise reasonable discretion while maintaining the interest of the client, secure ownership or co-ownership rights in the investment fund units or equivalent legal status that is customary in the country of custody and maintain this legal status for the client on a trust basis. It will issue the client a credit for securities held abroad (Gutschrift in Wertpapierrechnung) stating in which foreign country the securities are held (country of custody).

### 16.4 Cover assets

The Bank shall only be obliged to fulfil the delivery claims of the client arising from the credit for securities held abroad using the cover assets that it maintains abroad. The cover assets consist of the investment fund units, of the same class, held in custody for the client and the Bank in the country of custody. A client who has been issued a credit for securities held abroad thus bears all economic and legal disadvantages and losses which could affect the cover assets as a result of force majeure, riot, war and natural disasters or from other access by third parties abroad that is beyond the control of the Bank, or relating to acts of government, domestically or abroad, on a pro rata basis.

### 16.5 Treatment of consideration

If a client has to bear disadvantages and losses affecting the cover assets in accordance with section (4), the Bank is not obligated to reimburse the client the purchase price.

# Fund custody account management services

### 17. Reinvestment of distributions/cash distribution

#### 17.1 Reinvestment of distributions

Distributions from the investment fund in accordance with section 2 (11) InvStG – if necessary deducting taxes to be withheld – are treated as payments received from the client; they are automatically reinvested in investment fund units of the investment fund in question to the extent it is possible for the Bank to do so. The reinvestment is made as soon as the Bank has received the corresponding payment on the next possible valuation date, if the Bank is authorised to do so, without charging a frontend load. The rule regarding the treatment of distributions upon liquidation of an investment fund remains unaffected.

### 17.2 Cash distribution

The client may instruct the Bank to have all distribution amounts automatically paid out. The payout will be made as soon as the Bank has received the corresponding payment. The payment is always made to the reference bank account specified when the fund custody account was opened, or to another reference bank account if the client later specifies a different one. The Bank will not accept an order for the automatic payment of distribution amounts if no such reference bank account exists and the client does not specify a reference bank account for the payment.

### 17.3 Distributions in the case of fund mergers

If an investment fund is merged into another investment fund in accordance with statutory provisions (hereinafter referred to as an "acquiring investment fund"), any distributions made in this context will be invested in units or fractional units of the acquiring investment fund, unless otherwise instructed by the client.

### 17.4 Distributions in the case of liquidation of an investment fund

Also, regardless of whether a client has placed a corresponding order, all distributions will be paid out automatically if distributions are made by an investment fund during its liquidation. In the event that the client does not issue any instructions and no valid reference bank account for a payout of the distribution has been provided to the Bank, the distribution will be credited to a cash account held at the Bank for the client, provided that the client holds a cash account with the Bank at such time. If this payout option is not possible, the Bank will contact the client and query the form of payment preferred. Regardless of whether and to what extent the distributions of the investment fund include taxable income in addition to tax-free capital repayments, the Bank is initially entitled to withhold tax on investment income on each distribution during a calendar year. However, the Bank must determine within a reasonable period of time after the end of a calendar year to what extent the distributions contain tax-free capital repayments and reimburse the client for the respective withholding tax on investment income payable.

# 18. Liquidation and merging of investment funds/change of fund classification

### Liquidation of investment funds/payment of the liquidation proceeds/withdrawal plan

If an investment fund whose investment units are held in the client's fund custody account is liquidated due to maturity or other reasons, provided that the client does not issue any instructions to the contrary and no valid reference bank account for a payout has been provided to the Bank, then the Bank is entitled to credit the proceeds attributable to the investment fund units held in custody and due for collection to a cash account held at the Bank for the client, provided that the client holds a cash account with the Bank at such time. If this payout option is not possible, the Bank will contact the client and query the form of payment preferred. Withdrawal plans will be ended following the suspension of unit redemptions.

### 18.2 Continued savings and withdrawal plans in the event of investment fund mergers without instructions

If the client has set up a savings plan in favour of an investment fund which is merged into another investment fund in accordance with statutory provisions, the Bank will invest the future savings instalments in units of the acquiring investment fund, unless otherwise instructed by the client. If the client has agreed a withdrawal plan for an investment fund which is merged into another investment fund in accordance with statutory provisions, the Bank will make the future payments out of the unit holding in the acquiring investment fund, unless otherwise instructed by the client. The provision in section 18.2 only applies if the acquiring investment fund is authorised for public distribution in the Federal Republic of Germany. The provisions in sections 18.3 and 18.4 remain unaffected.

### 18.3 Terminated savings and withdrawal plans in the event of mergers of investment funds to form special investment funds

If, in the cases set forth in 18.2, a merger forms an investment fund within the meaning of sections 25 et seq. InvStG (special investment fund), the Bank is entitled to partial termination within the meaning of section 8 of these Special Conditions with regard to the units or shares in the special investment fund which are henceforth held in the fund custody account. Savings and withdrawal plans that have been set up are deemed to be revoked when the merger takes effect.

### 18.4 Terminated savings and withdrawal plans in the event of mergers of investment funds within the meaning of section 10 InvStG (investment funds or unit classes for tax-privileged investors)

In the event of a merger to form an investment fund in which only tax-privileged investors pursuant to section 8 (1) InvStG may participate in accordance with section 10 (1) InvStG or, only tax-privileged investors pursuant to section 8 (1) or (2) may participate pursuant to section 10 (2) InvStG, the Bank is entitled to partially terminate a safe custody agreement subject to the requirements of section 8 of these Special Conditions with regard to units or shares in the same investment fund held in custody. The Bank is entitled to pass on to the acquiring investment fund any proof pursuant to section 10 (4) InvStG submitted to it in the past for the purpose of passing on to one of the merging investment funds. In such case, it will continue

the savings and withdrawal plans set up in accordance with section 18, paragraph 18.2. Otherwise, the savings or withdrawal plan set up is deemed revoked upon the merger becoming effective.

# 18.5 Continued savings and withdrawal plans in the event of a change in fund classification

If the client has set up a savings plan in favour of an investment fund which previously fell into the fund category of equity funds, mixed funds, property funds, but which now falls into another of these fund categories as a result of a change in the investment conditions, the Bank will continue to invest the future savings instalments in units of this investment fund unless otherwise instructed by the client. If the client has agreed a withdrawal plan for an investment fund which previously fell into the fund category of equity funds, mixed funds, property funds, but which now falls into another of these fund categories as a result of a change in the investment conditions, the Bank will make the future payouts in units of this investment fund unless otherwise instructed by the client.

Paragraphs 18.2 to 18.4 remain unaffected.

### 19. Information on the Safe Custody of Securities

The Bank manages fund custody accounts for clients in which investment fund units or shares – a certain type of security – are held in custody and managed. The securities are held in safe custody in accordance with the General Business Conditions and these Special Conditions. Domestic securities are routinely held in custody with an investment company, a credit institution or a German central securities depository (e.g. Clearstream Banking Frankfurt). As a general rule, foreign securities are held in custody on the domestic market of the security in question or in the country in which the purchase was made. The Bank indicates the country in which the respective securities will be held in custody in the securities transaction statement. The client is granted ownership, or legal status equivalent to ownership, of the securities held in custody as described above (see 16.3 of the Special Conditions). This means that the client is protected from thirdparty access to their securities in accordance with the respective valid foreign jurisdiction. The consequences of a third-party custodian's insolvency depend on the domestic and foreign legal provisions applicable to it, and its legal position.

Furthermore, the Bank is liable for the safe custody of the securities in accordance with 16.4 of the Special Conditions.

The Bank has relationships with foreign custodians in the following countries, among others: Austria, Denmark, France, Ireland, Liechtenstein, Luxembourg, Switzerland,

The investment fund units held in custody for the client at the Bank are subject to special statutory protection. Among other things, the statutory provisions set out that the investment fund units of the client are not owned by the agent maintaining the fund custody account, in this case the Bank. If the Bank were to become insolvent, the investment fund units held in custody for the client would not form part of the insolvent estate of the Bank. As a result, the total value of the investment fund units held in custody for the client at the Bank is not congruent with the possible default risk of the client if the Bank were to become insolvent.

### 20. Tax rebates

The Bank examines at least once a year the extent to which compensation accounts for tax purposes (Steuertöpfe) result in a tax repayment for clients. If the client does not issue any instructions to the contrary and no valid reference bank account for payout has been provided to the Bank, the Bank will credit this payment to a cash account held at the Bank for the client, provided that the client holds a cash account with the Bank at such time. If this payout option is not possible, the Bank will contact the client and query the form of payment preferred.

### 21. Bank procedure for withholding tax on investment income

In the event that investment income that is subject to investment income tax is not available in cash, either in full or in part (e.g. due to a merger of foreign investment funds), and if the amount paid in cash is not sufficient to cover the investment income tax (including surcharges where appropriate), the Bank is entitled to (a) sell the number of units in the fund in question that is required in order to pay the investment income tax (including surcharges where appropriate), (b) collect the shortfall in the amount provided for by law from an account held at the Bank in the name of the creditor of the investment income without the latter's consent, or (c) collect the shortfall by direct debit from an external reference bank account specified by the client. Other rights and obligations of the Bank based on prevailing law remain unaffected. In particular, the Bank is entitled to request that the client pay the shortfall to an account specified by the Bank in the request within 14 days by issuing a corresponding invoice. If this payment is not made by the deadline and the Bank does not have access to an account held at the Bank in the name of the creditor of the investment income, or the available credit balance does not cover the shortfall in full or in part, the Bank will reverse transfer amounts paid by the client after the specified deadline and inform the client's tax office of the full amount of investment income.

### 22. Dissemination of information

If information is published in the Wertpapiermitteilungen data service which pertains to the investment fund units of the client, or if the Bank receives such information from the issuer or from its foreign custodian/intermediate custodian, the Bank will notify the client of this information if it could have a significant impact on the client's legal situation (e.g. when an investment fund is liquidated) and it is necessary to notify the client to protect their interests. The client does not have to be notified if the Bank did not receive the information in a timely manner or if the measures to be taken by the client are unreasonable because the costs incurred are disproportionate to the possible claims of the client.

### 23. Transfers to the Bank

These Special Conditions also apply if the client has fund custody account balances transferred from another custodian. If the client requests custody abroad, a credit for securities held abroad (Gutschrift in Wertpapierrechnung) will be issued to the client based on these Special Conditions. Transfer is only possible if the respective investment fund units are offered by the Bank and to the extent that whole investment fund units are transferred to the Bank. The Bank may make the acceptance of transfers dependent on the submission of certain declarations by the client, and may request that these declarations be made on a one-time or repeated regular basis (e.g. when acquiring US investment fund units).

# 24. SEPA Core Direct Debits; shorter notice period/cheque deposits

The Bank will notify the client at least one day before collection of the SEPA Core Direct Debit payment is due (e.g. by notification on the securities transaction statement). In the case of repeat direct debits with the same amounts to be debited, a one-time instruction of the client prior to the first direct debit collection along with notification of the due dates is sufficient.

The SEPA mandate is the basis for direct debit collection. The SEPA direct debit mandate loses its validity if the client or recipient revokes it in writing or if it has not been used for 36 months after the last direct debit. In such cases and if the current account holder changes, a new SEPA direct debit mandate must be issued.

### 24.2 Cheque deposits

The bank does not accept cheques.