



General Terms and Conditions SIX Digital Asset Platform (GTC SIX Digital Asset Platform)

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A. General information

1. Status of SIX SIS AG and the SIX Digital Asset Platform

SIX SIS AG (**SIX SIS**) is a central securities depository in accordance with Art. 61 Swiss Financial Market Infrastructure Act (**FinMIA**) and a securities depository in accordance with Art. 4 para. 2 (d) of the Federal Intermediated Securities Act (**FISA**).

SIX SIS is a financial intermediary according to Art. 2 para. 2 (d^{bis}) of the Federal Act on Combating Money Laundering and Terrorist Financing in the Financial Sector (Money Laundering Law, **AMLA**) and, as such, subject to supervision by the Swiss Financial Market Supervisory Authority (**FINMA**).

SIX SIS operates a Digital Platform - the SIX Digital Asset Platform - based on distributed ledger technology enabling settlement of securities among participants of the SIX Digital Asset Platform.

2. Participants of the SIX Digital Asset Platform

Participants of the SIX Digital Asset Platform may be legal entities commercially active in securities trading or settlement for third parties, as:

- a) banks in accordance with the Swiss Banking Act (**BA**);
- b) foreign banks that are subject to an adequate degree of regulation and supervision as well as adequate money laundering regulations and supervision at the time of their admission as participants and during their period of participation;
- c) securities firms as defined by the provisions of the Swiss Federal Act on Financial Institutions (**FinIA**);
- d) foreign securities firms that are subject to an adequate degree of regulation and supervision as well as adequate money laundering regulations and supervision at the time of their admission as participants and during their period of participation;
- e) central counterparties recognized as such in accordance with the law of their countries of domicile as well as central securities depositories which are subject to an adequate degree of regulation and supervision as well as adequate money laundering regulations and supervision at the time of their admission and for the entire duration of their participation;
- f) the Swiss National Bank (**SNB**) and other central banks of states with adequate money laundering regulations (in particular with domicile in a member state of the Financial Action Task Force on Money Laundering (FATF)) and not with domicile in a state being on the country blacklist of SIX Group);
- g) other organizations active in the settlement, safekeeping or booking of securities, in particular settlement organizations, stock exchanges and nominee companies that are subject to an adequate degree of regulation and supervision as well as adequate money laundering regulations and supervision at the time of their admission as participants and during their period of participation;

There are no restrictions for participants with respect to the services provided by SIX SIS.

3. Conditions for participation in the SIX Digital Asset Platform

Participants of the SIX Digital Asset Platform must meet cumulative the following requirements:

- A. signing of the Service Agreement pertaining to the Digital Asset Platform;
- B. signing of the Access Agreement and the Hosting Agreement pertaining to the SIX Digital Asset Platform;
- C. maintenance of a CHF account with SIX Interbank Clearing AG (**SIC**) and/or a correspondent institution that is a SIC member, thereby guaranteeing the tokenization of CHF and subsequent settlement of the cash side;
- D. fulfillment of the technical and operational requirements as set out in the rules & regulations in accordance with section 16 GTC SIX Digital Asset Platform;
- E. at the time of acceptance as a participant, the participant shall neither be listed as a sanctioned person by any governmental or supranational authority imposing economic sanctions or embargoes (e.g. the United Nations, the European Union, the Swiss State Secretariat for Economic Affairs, the Office of Foreign Assets Control of the US Department of Treasury, the UK Office of Financial Sanctions Implementation of the HM Treasury), nor be controlled directly or indirectly for more than 50% by a person sanctioned by those authorities, nor is it domiciled in a state or territory subject to regional sanctions by any of those authorities, nor does it, during its participation, engage in economic activities covered by a sanction or embargo imposed by any such authority. The participant immediately notifies SIX SIS of any substantial sanction-relevant facts concerning it, e.g. if the participant or the person directly or indirectly controlling it has been put on a sanctions list of the governmental or supranational sanctioning authority mentioned above. SIX SIS is entitled, at its own discretion and with immediate effect, to restrict a participant's participation to a scope determined by itself or to terminate such participation, if freedom from sanctions in the aforementioned sense is no longer given.
- F. submission of an application for admission as a participant.
- G. no entity has a right to be a participant. SIX SIS grants or denies admission at its own discretion.
- H. the participant is obliged to inform SIX SIS about all relevant developments influencing the participation in general or individual services provided by SIX SIS. In case of doubt the participant has to inform SIX SIS.

4. Suspension and termination of participation

SIX SIS is entitled to suspend participation until the fault has been rectified if:

- a) there are indications that the participant has been granted participant status on the basis of incorrect information, or
- b) there are indications that the participant does not or no longer satisfies the criteria for participation and suspension seems appropriate.

With the exception of urgent cases, SIX SIS informs the participant about the suspension in advance.

The participant's participation expires:

- a) Upon termination by either of the contracting parties subject to a period of notice of 30 days at the end of each month. The termination notice must be sent by registered letter.
- b) Subject to Art. 30a BA, with immediate effect if the responsible supervisory authority withdraws the participant's regulatory license. The participant is obliged to inform SIX SIS immediately of such license withdrawal.
- c) With immediate effect if a competent court or authority orders bankruptcy proceedings or liquidation or a measure being comparable with these regarding the participant.
- d) If the participant violates grossly its duties towards SIX SIS or another company of SIX Group AG, SIX SIS shall, after granting a short period for restoring the lawful status, decide at its own discretion whether or not the participation is to expire and the time of such expiration.
- e) If there are reasonable doubts regarding the continuance of the participant, e.g. due to initiation of bankruptcy proceedings or proceedings before the magistrate in bankruptcy against its parent company, SIX SIS shall, after granting a short period for a statement, decide at its own discretion whether or not the participation is to expire and the time of such expiration.
- f) Should the responsible Swiss supervisory body order a protective measure in accordance with Art. 26 BA or restructuring plans ("Sanierungsverfahren") in accordance with Art. 28 to 32 BA, or should a responsible foreign supervisory body order equivalent measures to be taken, SIX SIS, subject to Art. 30a BA shall decide at its own discretion whether or not the participation is to expire and the time of such expiration.
- g) Should one or more of the reasons for expiry mentioned above under items b) to f) become applicable to SIX SIS, the participant is also entitled to let its participation in SIX SIS expire with immediate effect by informing SIX SIS by registered letter.
- h) No further instructions for transactions will be accepted by SIX SIS following the suspension or termination of the participant's participation.
- i) After termination of the participation, SIX SIS transfers the assets of the former participant to the former participant or third parties in accordance with the former participant's instructions or, respectively, the instructions of the competent party, e.g. the supervisory authority.

If the former participant or, respectively, the competent party, e.g. the supervisory authority, does not issue any instructions, SIX SIS shall continue to hold the assets until it receives corresponding instructions. If SIX SIS continues to hold and manage the assets, the provisions of the Service Agreement pertaining to the Digital Platform, the GTC SIX Digital Asset Platform and in particular all provisions relating to the fees payable by the former participant shall continue to apply, with the exception that SIX SIS is only obliged to carry out instructions relating to transfers of assets to a third party. During the period in which the assets remain with SIX SIS, SIX SIS shall only provide those services relating to the assets that it deems necessary; in doing so, it takes into account the interests of the former participant and the clients of such participant.

All claims of SIX SIS against the participant existing at such point in time shall become due upon termination of the participant's participation. SIX SIS may demand advance payments for services after termination of participation.

- j) If the participation expires, SIX SIS shall inform, within the framework of its contractual obligations, the financial market infrastructures with which SIX SIS cooperates. Moreover, SIX SIS shall inform FINMA of this fact.

In the event of a voluntary cessation of business or return of the participant's regulatory license, SIX SIS will continue to provide its services in accordance with the **relevant** agreements and the GTC SIX Digital Asset Platform until the termination of these agreements, taking into account any administrative and/or court orders.

5. Securities and cash accounts

The participant shall hold one or more securities/cash accounts on the DLT system of SIX SIS (i.e. the SIX Digital Asset Platform) in its name. The participant is required to keep its own holdings and those of customers in separate securities accounts.

6. Disposition authority and verification of legitimation

All disposition authorizations/authorized signatures made known in a verifiable way to SIX SIS are valid towards SIX SIS and until such time as their revocation is communicated to SIX SIS in a verifiable way, deviating register entries and publications notwithstanding.

Damage resulting from a failure to detect a lack of legitimation, e.g. due to transactions initiated unlawfully or unlawful access to the network, forged signatures or documents, the misuse of e-mail or other electronic transmission systems, shall be borne exclusively by the participant, provided that there is no fault on the part of SIX SIS (intent or negligence).

In its communication with the participant and the persons authorized by the participant, SIX SIS is entitled to take the measures it deems appropriate to verify legitimation at all times. Damage incurred by any delays caused by the said measures are to be borne by the participant.

7. Verification of securities

SIX SIS may verify securities delivered by the participant or by third parties for the account of participant for authenticity and blocking notices or have such verification performed by domestic or foreign third parties. In particular, SIX SIS will execute instructions and administrative actions only after a verification and a possible change of registration are completed. If instructions are executed late or not executed due to a verification or a possible change of registration, any damage is borne by the participant, provided that there is no fault (intent or negligence) on the part of SIX SIS.

8. Eligible securities

SIX SIS determines the requirements for the securities eligible for settlement, safekeeping, custody or booking.

9. Confidentiality, disclosure and outsourcing

The bodies, employees and authorized representatives of SIX SIS are under a statutory obligation to maintain secrecy towards third parties regarding the securities settled, booked or held in custody by SIX SIS. Information of any kind may be issued only to authorized persons. Exceptions are granted only to the extent required by the law or official decrees, where the SNB or FINMA request the data to fulfill their legal mandate, or where necessary for other special –

namely settlement-specific – reasons. The special reasons must be set out in the rules & regulations in accordance with section 16 GTC SIX Digital Asset Platform.

Data of any kind may generally be divulged to third parties only given the participant's approval. However, specific legal provisions and official decrees on the disclosure of data may prevail over the provisions set out in these GTC.

Notwithstanding the foregoing, the participant authorizes SIX SIS to disclose data about registered share/participation certificates transactions (number of registered shares/participation certificates, settlement date, ISIN, security number, etc.) to the respective issuer's share/participation certificates register. The participant releases SIX SIS to this extent from its duty of confidentiality, especially pursuant to Art. 147 FinMIA. If data is transferred to share/participation certificates registers, all data recipients are subject to a comprehensive confidentiality provision.

SIX SIS is entitled, and has the consent of the participant, to outsource data processing and other services to third parties in Switzerland and abroad, including in particular the companies of SIX Group AG, e.g. SIX Group Services AG, SIX companies, which run financial market infrastructures as well as further companies legally affiliated to SIX Group AG. If data is transferred to group companies or external third parties as part of an outsourcing arrangement, all data recipients are subject to a comprehensive confidentiality provision.

If an essential service by which data of the participant is to be sent to a service provider abroad is outsourced, SIX SIS shall inform the participant according to the statutory requirements sufficiently in advance of such a measure.

The increased need for protection of Client Identifying Data (CID) is taken into account through compliance with the regulatory and statutory, in particular criminal law and data protection law, requirements by appropriate technical and organizational measures. Any deviating provisions regarding the processing of Client Identifying Data (CID) in the respective service documentation remain reserved.

Irrespective of the above paragraphs of this section, SIX SIS shall be entitled to disclose information excluding Client Identifying Data (CID) regarding clients of participants to group companies of SIX Group AG, and/or own employees abroad (e.g. at branches) provided that the relevant group company and/or own employees abroad concerned is/are bound by similar confidentiality provisions as stipulated in the GTC SIX Digital Asset Platform. The compliance with Art. 147 FinMIA is also ensured. This applies in particular in the context of cross-company and/or cross-national intra-group projects, e.g. concerning product developments/improvements, market analyses, marketing, optimization of customer services (e.g. "Know Your Customer" data) and risk management as well as for the ensuring of the intra-group organization.

Subject to para. 3, 4, 5 and 6 under this section above, the disclosure of participant data, in particular to third parties abroad, is not permitted except in correspondence with the persons and companies necessary for the fulfillment of contractual obligations.

If an issuer or another party requires further information, which SIX SIS has not available (e.g. regarding the background of a transaction, investor data, a beneficial owner or based on mandatory regulation), SIX SIS will contact the participant. If the participant refuses the delivery of the required information, it bears the sole responsibility for damages that the participant, customers of the participant or third parties may suffer due to this refusal. The participant holds SIX SIS completely harmless in this connection and is obliged to transfer away concerned assets it holds with SIX SIS and for which SIX SIS does not exercise a central securities depository function, if SIX SIS requests the participant to do so.



The participant is obliged to pass on to SIX SIS upon request the information mentioned by Art. 23a FISA.

Within the framework of the legal provisions, SIX SIS is entitled to request necessary information and assurances from the participant in order to protect its interests and to the extent required for reasons of money laundering legislation, the prevention of terrorist financing and the international sanctions provisions. If this information and/or these assurances are outside the participant's organizational and responsibility sphere, the participant will pass on the request of SIX to any third parties known to the participant, e.g. its clients, and forward their information and assurances to SIX SIS.

In particular, SIX SIS is entitled to obtain "Know your Customer" (KYC) information from the participant by means of an appropriate questionnaire. The participant must complete the questionnaire accordingly within the scope of its duty to cooperate and its duty of care.

Participant data may be passed on to domestic and foreign bodies in connection with bankruptcy proceedings or proceedings before the magistrate in bankruptcy, as well as to persons appointed by the said bodies under these proceedings.

Subject to legal provisions that stipulate otherwise as well as official decrees and ordinances, SIX SIS informs the participant of requests for information from domestic and foreign bodies as well as of the scope of the data disclosed.

SIX SIS is entitled to publish lists of participants.

SIX SIS shall take the necessary measures to guarantee the integrity and security of the data.

If not explicitly demanded by SIX SIS, the participant is prohibited from creating data in the SIX SIS systems which make it possible to identify end customers (i.e. so-called CID – Client Identifying Data).

10. Data protection

- a) SIX SIS processes personal data in accordance with the applicable statutory data protection requirements. The "Privacy Statement Securities Services & Exchanges" (to be found on the SIX website (<https://www.six-group.com>)) informs the data subjects concerned about the processing of personal data by SIX SIS. This data protection declaration is a unilateral declaration by SIX SIS without binding effect for the participants. It is not part of the GTC SIX Digital Asset Platform and is referenced in the GTC SIX Digital Asset Platform for information purposes only.
- b) By disclosing personal data to SIX SIS, the participant confirms that it has informed in advance the persons concerned (employees, clients, agents, etc.) if and to the extent required whose data it transmits to SIX SIS about the disclosure of personal data to SIX SIS, the associated data processing as well as the data processing by SIX SIS and it is authorized to do so. This concerns in particular the case in which personal data may have to be disclosed to business partners and agents of SIX SIS in third countries without an adequate level of protection for the purpose of providing the contractual services.

11. Communication

Orders, messages or instructions from the participant to SIX SIS and messages from SIX SIS to the participant shall be sent online. If an online connection cannot be established, specific backup media set out in further rules & regulations pursuant to section 16 GTC SIX Digital Asset



Platform may be used, subject to notification and agreement regarding the communication medium to be used.

SIX SIS communications with its participants are binding and will be sent by a computer-to-computer link. More details can be found in the SIX Digital Asset Platform rules & regulations in accordance with section 16 GTC SIX Digital Asset Platform.

The participant knows and takes into account that – notwithstanding all due diligence measures – the confidentiality, integrity and authenticity of data cannot be guaranteed in messages sent by SIX SIS to the participant via open means of transmission and communication (such as the Internet). SIX SIS shall not be liable towards the participant for any damage resulting from the use of the above-mentioned means of communication.

Orders, instructions, etc. issued by the participant must be unconditional. SIX SIS does not correct errors or carry out checks.

Orders and instructions authenticated as correct are binding for the participant.

The participant's orders and instructions are regarded as accepted by SIX SIS only upon dispatch of a notice of acceptance (order acceptance via notification of Accepted status).

SIX SIS and the participant give their consent to the recording of their communications.

12. Confidentiality

The participant hereby acknowledges and agrees that it will keep confidential information confidential, limit the disclosure of confidential information to trusted personnel within its organization and treat confidential information with the same care and diligence as it treats its own confidential information.

"Confidential information" in this context refers to any information concerning the SIX SIS distributed ledger technology, regardless of whether this information has been patented, tested and put into practice or is subject to copyright. Confidential information does not include information already generally accessible to the participant at the time of disclosure or that becomes generally accessible at a later date.

13. Compliance with the law, obligation to provide assistance and pay costs in the event of judicial or administrative proceedings against SIX SIS

The participant is responsible for ensuring that it is in compliance with the applicable law (in particular tax, foreign exchange, stock market and company regulations) in Switzerland and abroad. The participant shall be liable to SIX SIS for any loss or damage arising as a result of a breach of Swiss or foreign law or market rules on the part of the participant.

If the participant violates para. 1 of this provision and SIX SIS becomes liable to third parties for this reason, the participant shall fully indemnify SIX SIS for any damages suffered as a result of such violation.

To the extent that SIX SIS depends on the participant's assistance in complying with the law in Switzerland and abroad, the participant shall support SIX SIS.

In the event of any judicial or administrative proceedings which are impending or have been already initiated against SIX SIS in Switzerland or abroad in which SIX SIS is involved instead of the participant/beneficial owner or in addition to these, the participant, on behalf of whom SIX SIS has acted, is obliged to provide SIX SIS with assistance to the extent the latter is reliant on it.

SIX SIS is entitled to disclose data relating to a participant with the participant's approval or in the case that SIX SIS risks punishment. If SIX SIS faces the risk of serious disadvantage should it fail to supply this data (such as the initiation or continuation of court or administrative proceedings, through which considerable financial or reputation associated disadvantages impend) and the participant refuses a corresponding disclosure or SIX SIS is not discharged from the proceedings despite a disclosure, the participant shall be obliged to indemnify SIX SIS. This indemnification is made for costs in connection with the representation of interests of the participant as well as of legitimate interests of SIX SIS. The reimbursement includes all costs incurred by SIX SIS in relation to such proceedings (e.g. court and legal fees, costs in relation to expert consultations, other third party costs, internal costs, etc.). Regardless of any disclosure, a corresponding liability of indemnity shall exist for external costs upon receipt of the complaint. SIX SIS has defined further details of the costs to be assumed in the rules & regulations pursuant to section 16 GTC SIX Digital Asset Platform.

14. Pricing and interest

SIX SIS determines the prices for its services including (negative/positive) interest in the price lists pursuant to section 16 GTC SIX Asset Digital Platform and can amend these at any time in accordance with section 17 GTC SIX Asset Digital Platform.

Participants will receive a monthly invoice from SIX SIS detailing the services provided to the participant. All invoice amounts are indicated in Swiss francs. All prices are stated exclusive of value-added tax (VAT).

An invoice is regarded as accepted by the participant unless the participant raises its objections by registered letter within 40 days of receipt of the invoice.

For the settlement of invoices, the participants pay their invoices via standard transfer or QR transfer (only within Switzerland).

15. Costs and expenses

If SIX SIS incurs costs and expenses in connection with the provision of services, SIX SIS is entitled to charge these to the corresponding participant. This applies also in the case that an appointed third party charges costs and expenses to SIX SIS.

16. Annexes and rules & regulations

The Annexes to these GTC form an integral part of these GTC SIX Digital Asset Platform.

In addition to these GTC SIX Digital Asset Platform, the contractual relationship between SIX SIS and the participants is also governed by additional rules & regulations (current editions). The following rules & regulations form an integral part of the Service Agreement between the participant and SIX SIS:

- a) Price lists;
- b) Market Guide;
- c) Documents on technical specifications;
- d) All other information and messages made available to the participants and identified as binding.

In the event of inconsistencies between the German and English versions of the GTC SIX Digital Asset Platform and the rules & regulations, the German version alone is binding.

17. Changes to the GTC, including the annexes and rules & regulations

SIX SIS reserves the right to make changes at any time to the GTC SIX Digital Asset Platform, including the Annexes and the rules & regulations, in accordance with section 16 GTC SIX Digital Asset Platform.

The changed GTC SIX Digital Asset Platform are dispatched to participants in writing or by e-mail. The changes to the GTC SIX Digital Asset Platform are regarded as accepted by the participant unless the latter raises its objections in a registered letter within 30 days of receiving the new GTC SIX Digital Asset Platform. The changes shall come into force pursuant to the dates announced in the dispatch, or 40 days after the dispatch of the changed GTC SIX Digital Asset Platform at the earliest. Should a participant object to the GTC SIX Digital Asset Platform being changed, SIX SIS is entitled to terminate the business relationship with the said SIX SIS participant by sending a corresponding notice by registered letter, effective as of the date on which the new GTC SIX Digital Asset Platform come into force.

SIX SIS notifies its participants of the rules & regulations, as well as amendments to the rules & regulations, by publication on the SIX website and a respective notification to the participants via e-mail in writing, or, exceptionally, by data carrier (e.g. CD, USB stick). The participant acknowledges that communications are equally binding whether in writing or in electronic or other form.

SIX SIS is authorized to change the rules & regulations at any time. New rules & regulations as well as changes to these are deemed to have been approved by the participant unless it raises objections within 14 days of receipt of notification of the amendment by registered letter. SIX SIS determines the effective date of new or amended rules & regulations. In the event that the rules & regulations do not contain any provision with regard to the effective date, they shall enter into force upon notification according to the above paragraph of this section. If a participant files objections to the new or changed rules & regulations, their effectiveness shall lapse retroactively for the respective participant. This shall not apply if the rules & regulations implement Swiss or foreign law or market rules which require an urgent implementation. In the event of objection, SIX SIS shall be authorized to terminate the service affected by the amendment by registered letter, with effect from the expiry of the deadline for filing objections. Moreover, SIX SIS shall be authorized to terminate the entire contractual relationship with the participant where the termination of an individual service or the continuation of other contracts would not make any sense without this service. In case of termination of the entire contractual relationship, the notice periods stipulated in the individual contracts are decisive.

18. Language versions

There is an English and a German version of the GTC SIX Asset Digital Platform. In case of any inconsistencies or interpretation difficulties that may arise between the two language versions, the German version shall prevail.

B. Remittance of global certificates

18a. Issuance, condition and deliverability

Only global certificates may be remitted that, in respect of issuance and delivery, fulfill the conditions and practices of the stock exchange in question or the country of origin.

The global certificates must constitute "good delivery" and may not be stopped or already drawn.

The global certificates must be deposited in good condition. If they are heavily soiled, damaged or lacking important features, they will be accepted only if they are accompanied by a declaration of validity from a body of the local stock exchange or validated by the signature of an official paying agency or of the issuer. SIX SIS shall issue specific directives for foreign certificates as the situation arises.

The global certificates must be deposited with all non-matured claims.

In case of disputes about deficiencies, the participant must prove its assertion.

18b. Remitter's warranty

The participant is liable to SIX SIS for all visible or concealed deficiencies of the global certificates remitted by it, irrespective of the time of discovery, in keeping with the established practices of the stock exchange governing regularity and deliverability. Global certificates of unlisted securities are governed by the national or international regulations and practices of securities trading.

The participant's obligations of warranty do not expire with the end of the contractual relationship with SIX SIS.

18c. Place of remittance and withdrawal

Remittances and withdrawals of global certificates deliverable in Switzerland shall be at the vault of SIX SIS AG in Olten.

18d. Return of erroneously remitted global certificates

If a participant has remitted a global certificate by mistake, SIX SIS shall return it to the respective participant. The participant shall bear the transport and insurance costs.

18e. Procedure after remittance

On remittance of global certificates deliverable in Switzerland, SIX SIS shall verify the correctness, completeness and deliverability of the remitted global certificates. If the result of verification is positive, the global certificates will be booked. Such booking will be electronically indicated to the participant by activating the security on the DLT system of SIX SIS. If the result of the verification is negative, the remittance remains pending and SIX SIS contacts the participant to discuss further steps.

Subject to section 18b GTC SIX Asset Digital Platform, the remittance shall be regarded as definitive when booked by SIX SIS.

18f. Promise of delivery for new issues

To facilitate trading in newly issued securities, the participant may remit substitute documents to SIX SIS in the form of promises of delivery for a period not exceeding three months prior to the remittance of the global certificate. The promise of delivery is only permissible if the global certificate has already been created and the participant is in possession of the permanent global certificate at the time of the promise being made.

SIX SIS shall enter in its books securities based on delivery promises as intermediated securities as if the underlying global certificates had already been deposited with SIX SIS.

SIX SIS shall not enter any positions in its books if the global certificate or promise of delivery is not forthcoming. This is subject to the regulations on the admission of uncertificated securities (according to Art. 973c Swiss Code of Obligations) respectively ledger-based securities (according to Art. 973d Swiss Code of Obligations).

If the global certificates are not delivered in spite of a reminder from SIX SIS, the latter reserves the right to remove from the books the positions entered without any definitive basis and to simultaneously notify SIX Swiss Exchange and the participants who hold respective positions.

The participant who has made the promise of delivery shall bear all costs in this regard and all shall be liable to SIX SIS for any damages resulting from a promise of delivery not being kept.

C. Safekeeping of global certificates

18g. Global certificates (Art. 973b Swiss Code of Obligations)

A global certificate deposited by a participant and held in safe custody at SIX SIS is a certificated security of the same kind as the rights it represents. The depositors (the participant's clients or the participant with respect to its own holdings) have a co-ownership interest in the global certificate in proportion to their respective interests.

D. Creation, disposition of and extinction of intermediated securities at SIX SIS

19. Creation of intermediated securities at SIX SIS

Intermediated securities are created at SIX SIS when global certificates are deposited and credited to one or several securities accounts, simple uncertificated securities are registered in a main register kept by SIX SIS and credited to one or several securities accounts or when ledger-based securities are transferred (in accordance with Art. 973d Swiss Code of Obligations) to SIX SIS and credited to one or several securities accounts (simple uncertificated securities and ledger-based securities, hereinafter referred to as **uncertificated securities**).

The creation and management of positions in registered shares that are issued in the form of simple uncertificated securities are subject to the provisions of Annex 1 GTC SIX Digital Asset Platform.

SIX SIS accepts custody of uncertificated securities and global certificates. No certificated securities are accepted in custody.

20. Disposition of intermediated securities

Intermediated securities are disposed of by SIX SIS upon instruction from the participant to transfer the intermediated securities and credit them to the acquiring participant's securities account.

SIX SIS has neither the right nor the duty to investigate the legal basis of booking or transfer instructions.

21. Extinction of intermediated securities

The participant may have its intermediated securities withdrawn from the DLT system of SIX SIS at any time.

SIX SIS ensures that intermediated securities are only withdrawn after intermediated securities of the same type and amount have been debited to the securities account of the participant concerned.

SIX SIS shall not be subject to any further obligations.

The withdrawal of global certificates is regulated in section 27 GTC SIX Digital Asset Platform.

E. Management of securities

22. Scope of management functions

SIX SIS shall assume the management of securities (safeguarding rights arising out of securities in custody or booked) pursuant to these GTC and provisions set out in special contracts concluded with the participant and the rules & regulations pursuant to section 16 GTC SIX Digital Asset Platform. The right to apply other practices is reserved.

It is the sole responsibility of the participant to comply with all domestic and foreign legislation (in particular tax, foreign exchange and stock market regulations or company law) and statutory provisions with respect to securities held in custody or booked for the participant. This is subject to actions which SIX SIS has a legal obligation to perform or has expressly undertaken to perform in the rules & regulations pursuant to section 16 GTC SIX Digital Asset Platform or in contractual agreements with the participant concerned.

Corporate actions on Swiss securities are executed on pay date (beginning of day) for eligible holdings as at record date (end of day), provided the issuer has not stipulated otherwise.

23. Corporate actions

SIX SIS performs Corporate Actions for the participant as set out in the rules & regulations in accordance with section 16 GTC SIX Digital Asset Platform.

24. Other management functions

Any further management functions shall be carried out upon agreement with and in the best interests of the participant, who shall be notified thereof. If necessary, the local stock exchange bodies and the paying agents shall be consulted as advisory bodies.

F. Disposition of securities

25. Instructions from participants in general

SIX SIS is obliged to execute the participant's instructions concerning the disposal of its securities positions as provided for in these GTC, in further provisions of the rules & regulations pursuant to section 16 GTC SIX Digital Asset Platform and in any special contracts with the participant.

SIX SIS has neither the right nor the duty to investigate the legal basis of instructions.

The participant shall determine the time of execution of the instruction by entering the settlement date.

After execution of the instruction, SIX SIS is released from further obligations towards the instructing participant.

Instructions that are received after a time specified by SIX SIS will be processed on the following working day.

26. Revocability and finality of instructions and completion of settlement

At the latest, the participant may revoke instructions issued to SIX SIS – that have been neither rejected nor deleted – until SIX SIS has signed and issued a time stamp for the transaction triggered by the instructions.

The participant cannot revoke instructions from the stock exchange or instructions issued by SIX SIS in the participant's name.

The finality of instructions, meaning that they are legally binding and valid for third parties even in the event of insolvency measures being ordered, is governed by Art. 89 FinMIA; this does not affect Art. 20 FISA. Consequently, a participant's instructions are legally binding and valid for third parties even in the event of insolvency measures being ordered (finality), when the instruction:

- a) was received by SIX SIS and became irrevocable before measures were ordered, or
- b) was received by SIX SIS and became irrevocable after measures were ordered and was executed on the day measures were ordered, if SIX SIS can demonstrate that it had not learned of the order and cannot be expected to have learned of the order.

Settlement is completed at the time according to the time stamp; at this time, the disposing participant loses its right to the intermediated security and its counterparty receives the right to the intermediated security disposed of.

27. Special provisions concerning withdrawal instructions

The participant may at any time require SIX SIS to deliver or instruct the delivery of certificated securities of the kind corresponding to the intermediated securities credited to the participant's securities account, provided that it can demand from the issuer that the issuer issues it securities of the same type or class for intermediated securities created at SIX SIS by depositing a global certificate or the entry of simple uncertificated securities in a main register or the transfer of ledger-based securities.

As a rule, withdrawals shall take place at SIX SIS. SIX SIS will specify the points of withdrawal in the rules and regulations pursuant to section 16 GTC SIX Digital Asset Platform. The participant shall bear the costs incurred by the issue and delivery of certificated securities.

Provided that the terms of issue or articles of association of the issuer do not provide that the participant may request the intermediated securities created by depositing a global certificate or by entering simple uncertificated securities into a main register or transferring ledger-based securities to be replaced by the issuance of certificated securities, SIX SIS shall be released from its obligation to withdraw. In lieu of physical withdrawal, securities are taken off the books.

SIX SIS can decree special provisions if owing to their form or because of statutory or contractual provisions the withdrawal of securities is subject to restrictions or special conditions.

The participant shall bear the risk for withdrawals or returns; SIX SIS shall not assume any liability. In the case of consignments by courier or post, SIX SIS shall insure the cost of amortization and reproduction. The participant shall bear the costs of transport and insurance.

28. Special provisions concerning transfer instructions

Transfer instructions enable the participant to transfer intermediated securities to another participant.

The participant shall recognize as its own transfer instructions those instructions transmitted to SIX SIS from a recognized stock exchange or a recognized trading platform with which SIX SIS has respective contractual agreements or authorizations are in place. SIX SIS is authorized to effect the corresponding bookings based on such instructions without the need for a special power of attorney.

The transfer instructions can be issued as instructions for delivery versus payment (DVP) instructions or delivery free of payment (DFP).

29. Non-executable instructions

The participant to be debited must ensure that at the time of booking there is sufficient cover.

Instructions from participants for which there is no matching counter-instruction will be deleted automatically after 30 days. In the event of insufficient cover, instructions from participants for which there is a matching counter-instruction will be held as pending (they will not be rejected or deleted) until settlement is attempted again at a later time.

In the event of insufficient cover, cancellations by SIX SIS will be held indefinitely as pending (they will not be rejected or deleted) until settlement is attempted again at a later time.

In the event that participants refuse to acquire securities necessary to execute a cancellation, SIX SIS reserves the right to acquire the corresponding securities on the market itself and to offset the costs incurred as a result – after any realization in accordance with section 35 GTC SIX Digital Asset Platform – in accordance with section 37 GTC SIX Digital Asset Platform.

G. Cash settlement

30. General regulations for cash settlement

Unless provisions to the contrary are contained below, section 25 et seq. GTC SIX Digital Asset Platform apply with the corresponding amendments.

DVP orders shall be executed on the condition of matching delivery and payment instructions.

The cash settlement of DVP transactions and other debits or credits arising from participation in SIX Digital Asset Platform are settled through one or several accounts at SIX SIS held in the name of the participants.

31. Current account transactions

Crediting or debiting of fees, interest, commissions, expenses and tax shall be effected on the due date.

SIX SIS reserves the right to change its interest and commission rates at any time, namely in the event of changes in circumstances on the money market. Depending on the respective money market conditions, SIX SIS may charge the participant negative interest. This does not affect the possibility of special contractual agreements between the participant and SIX SIS.

32. Payment in the SIC system

At any time, the participant can demand that SIX SIS charges it an amount in tokenized Swiss francs in the DLT system of SIX SIS and transfers the corresponding amount in Swiss francs to its SIC account or the SIC account of a correspondent bank.

32 a. Cash settlement in foreign currencies

- a) Participants may hold accounts in their own name to settle DVP transactions as well as other debits or credits in tokenized foreign currencies arising from their participation in SIX Digital Asset Platform.
- b) The assets of SIX SIS corresponding to the participants' credit balances in tokenized foreign currency shall, wherever possible, be invested in the same currency both inside and outside the country that uses the foreign currency in question. The participant shall bear a proportional share of the effects of economic and legal consequences on the total balances of SIX SIS in the country of the currency in question or the investments as a result of official measures.
- c) At its own risk, SIX SIS may invest credit balances placed with subcustodians in secured or unsecured investments with other counterparties with high credit ratings.
- d) SIX SIS shall fulfill payment obligations arising from tokenized foreign currencies exclusively through a credit in the country/countries of the currency in question at the correspondent bank of SIX SIS or a bank determined by the participant.
- e) Orders shall not be executed if the amount of the corresponding tokenized currency in the account is not sufficient, regardless of any credit balance that the participant holds in an account in another currency.

H. Controls and reconciliations

33. Participant's duty of control

The participant must carefully check movements in its securities and cash accounts. Further the participant is responsible for monitoring its transactions and has to report any discrepancies of any kind to SIX SIS without delay. To do this SIX SIS will provide appropriate automated reconciliation mechanisms.

If SIX SIS does not receive from the participant a complaint within 30 days of movements in its securities and cash accounts, these shall be deemed to be approved by the participant.

I. Liability

34. Liability

The participant is responsible for any damage arising from improper fulfillment or non-fulfillment of contractual duties on the part of SIX SIS as a result of the loss, destruction or deficient transmission of instructions, as long as there is no fault (intent or negligence) on the part of SIX SIS. SIX SIS shall not accept wider liability on the basis of any legal claims whatsoever.

The participant alone is responsible for the authenticity, correctness and completeness of transmitted instructions. Damages arising from illegible or not fully legible, forged or improper instructions shall be borne by the instructing participant, provided that SIX SIS is not guilty of any fault (intent or negligence).

SIX SIS shall not be liable for damage if, for reasons that are not its responsibility, it was hindered in the correct and punctual fulfillment of the contract (e.g. in case of disturbances, delays, omissions, errors of any nature).

Excluded in particular is any liability on the part of SIX SIS for damage arising from acts of God, turmoil, war or natural catastrophes or through functional disturbances (such as interruptions, delays, other errors etc.) in automated, notably technical or electronic systems (such as electronic data processing).

SIX SIS shall not be liable for the behavior of third parties acting on its behalf if it has practiced due diligence in selecting, instructing and – where necessary – supervising them.

Finally, SIX SIS accepts no liability for wider claims, notably compensation for indirect or consequential damages, loss of profit or earnings, unrealized savings, additional expense and damage from loss of data, regardless of the legal basis.

J. Lien, right of retention and right of set-off

35. Right of retention and foreclosure

SIX SIS shall be entitled to retain and foreclose on securities credited to a securities account after a corresponding advance notice provided a debt owed by the participant is due and arises out of the custody of the securities

The right of retention and foreclosure of SIX SIS against the participant shall cease when SIX SIS credits the securities to the securities account of another participant.

36. Pledge

For its claims against a participant under the existing contractual arrangement, SIX SIS is entitled to a lien and foreclosure on all securities held in custody or booked for the participant as the participant's own holdings and on claims on book money of the participant against SIX SIS. The lien clause in the Service Agreement concluded with the participant is considered as an agreement between the participant and SIX SIS pursuant to Art. 26 para. 1 FISA.

37. Right of set-off

SIX SIS is entitled to set off or claim individually all its receivables against participants, regardless of their legal basis, at any time.

K. Applicable law, place of jurisdiction

38. Applicable law, place of jurisdiction

Swiss law shall be applicable to the legal relations between SIX SIS and its participants, including but not limited to these GTC, the Service Agreement including any individual agreements between SIX SIS and its participants, the special agreement, and the rules & regulations pursuant to section 16 GTC SIX Digital Asset Platform.

Swiss law shall also be the applicable law regarding all connecting factors according to Art. 2 (1) of the Convention of 5 July 2006 on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary as well as regarding all aspects of the law of property and the law of obligations (Art. 105 and Art. 116 Swiss Federal Code on Private International Law).



The exclusive place of jurisdiction for all types of proceedings and disputes arising from the GTC, the Service Agreement, the special agreements and the rules & regulations in accordance with section 16 GTC SIX Digital Asset Platform is Zurich.

39. Place of performance

The place of performance is Zurich, the place for physical remittances and withdrawals is at SIX SIS's vault in Olten.

40. Signing

In addition to the possibilities for signing mentioned by Art. 14 Swiss Code of Obligations, a signing of documents may also be executed by simple electronic signatures, e.g. by scanning of a document signed by hand-writing, if this is not governed explicitly deviating in the relevant documents.

Termination of agreements have to be executed in writing, if not governed otherwise in the corresponding agreements.

L. Transitional provisions to the General Terms and Conditions

41. Ad section 16: Additional rules and regulations binding on participants

This version of the GTC SIX Digital Asset Platform enters into force on 16 June 2025 and is binding for all participants. The legal effects of facts which have occurred and are completed before the entering into force of this version of the GTC SIX Digital Asset Platform are assessed according to the provisions of the GTC SIX Digital Asset Platform having been valid at the time of the occurrence and completion of these facts.

Annex 1

Special provisions for the management of registered shares issued as simple uncertificated securities

1. Admissible assets

Registered shares of a Swiss joint stock company (hereinafter called a **joint stock company**) which were issued as uncertificated securities (hereinafter called **registered shares**) can be entered in the DLT system of SIX SIS and thus become intermediated securities, subject to the existence of an agreement between SIX SIS and the joint stock company concerned.

2. Legal basis and claims

Holdings are booked with SIX SIS on the basis of a contractual relationship to provide a service in the form of a DLT system of SIX SIS for registered shares.

A booking with SIX SIS does not establish a legal claim on the part of the participant or its customers to registered shares or the corresponding intermediated securities. Rather, it assumes that the participant or its customers have vested rights through title deed to the number of intermediated securities entered.

Irrespective of the booking, the sole rights vis-à-vis the joint stock company attaching to and arising from the booked intermediated securities or registered shares are those anchored in the law and the by-laws of the company.

3. Remittances

SIX SIS exclusively accepts custody of simple uncertificated securities. By contrast, no securities or global certificates are accepted in custody.

Registered shares can only be booked with SIX SIS after any existing securities or global certificates have been voided.

4. Bookkeeping

SIX SIS shall keep book entries of intermediated securities based on registered shares per participant and per share category.

Shares are booked at SIX SIS purely on a volume basis. SIX SIS learns of the names of shareholders only on request. The holdings booked for each participant at SIX SIS comprise not only the holdings that belong to the participant itself, but also customer holdings held with the participant as book entries.

5. Dispositions

SIX SIS bookings are executed solely on the basis of and in accordance with the instructions of the participant.

The participant appoints and authorizes SIX SIS to effect in the participant's name, with each transfer instruction, the transfer or credit of the corresponding shares or intermediated securities in favor of the beneficiary participant.

For the rest, the participant shall ensure that the entry and transfer instructions and the instructions to take entries off the books correspond to the material entitlement to the

registered shares or intermediated securities and, in particular, compliance with the legal, statutory and contractual provisions of transfer. SIX SIS does not undertake any examination in this respect.

6. Withdrawals

Any withdrawal of physical share certificates by the joint stock company is conditional upon the participant issuing SIX SIS an order to take the corresponding shares off the books.

Pursuant to section 27 GTC SIX Digital Asset Platform, the participant may demand at any time that shares be withdrawn from the SIX SIS DLT system. The participant itself is responsible for ensuring that the shareholder receives the physical shares or certificates removed from the books from the joint stock company.

7. Confirmation and controls

Confirmation of new bookings, transfers and withdrawals shall be promptly sent by SIX SIS to the participants concerned.

8. Reconciliation of holdings

SIX SIS shall reconcile the holdings in the main register against the holdings in the securities accounts on a daily basis. The joint stock company must ensure that at all times there is an entry in accordance with the legal requirements in a book of uncertificated securities for all registered shares represented by the above holdings.

9. Responsibility

Subject to section 13 GTC SIX Digital Asset Platform, SIX SIS is responsible only for correct booking in accordance with the participant's booking and disposition instructions. SIX SIS does not accept any liability for ensuring that the participant or its customers do in effect have vested rights to the number of registered shares or intermediated securities booked.