

ONLINE SERVICES SPECIAL TERMS AND CONDITIONS

1. Preamble

These online services special terms and conditions (hereinafter "**Special Terms and Conditions**") govern the availability of online banking services provided by CA Indosuez (Switzerland) SA in Switzerland (hereinafter the "**Bank**"), regardless of how they are accessed, including via a mobile terminal (hereinafter the "**online Services**"). These online Services are an extension of the services already offered by the Bank as part of its business relationships with the Client.

The online Services provide access through an encrypted computer connection and in accordance with access profiles defined in the Access Request (as defined below) to some of the Bank's online banking platform functionalities, such as the ability to carry out transactions, extract accounting data and certain general and financial information and/or an electronic messages system.

"**Mobile Applications**" means the Bank's software available on online downloading platforms that enable the User (as defined below) to access certain services, including online Services, from a mobile terminal (e.g. smartphone or tablet).

"**Client**" means the holder(s) of the principal banking relationship with the Bank.

"**Access Request**" means the form used to request and obtain access to online Services, subject to the Bank's approval, in accordance with these Special Terms and Conditions.

"**Applicant**" means, as the case may be, the Client or any other individual or legal entity designated in the Access Request who requests online Services, without necessarily requesting access for him(it)self.

"**User**" means, as the case may be, the Client or any other authorized individual designated by the Applicant in the Access Request for whom personal access to online Services is granted and who acts on behalf of the Applicant and the Client.

These Special Terms and Conditions apply to the legal relationships between the Bank and the Client, as holder of any banking relationship in which access to online Services is granted, whether or not the Client personally has such access as User. The Applicant and the User alone are responsible for informing the Client, if the latter is neither the Applicant nor the User, of his/its Access Request and these Special Terms and Conditions as well as, where appropriate, any other additional terms and conditions.

In any case, these Special Terms and Conditions and, where appropriate, any other additional terms and conditions are fully applicable to and binding on the User, the Applicant and the Client.

2. Availability/Access

The online Services shall be made available to the User, provided an Access Request has been signed, the Bank approves it, and the User has access to technology –in particular an information technology environment and network– compatible with the technology needed for the online Services. Where appropriate, the User may also use Mobile Applications, subject to additional terms and conditions. If these Special Terms and Conditions contradict the additional terms and conditions regarding Mobile Applications, these Special Terms and Conditions shall take precedence.

The Bank shall convey its agreement to make online Services available by granting online access to one or more Users.

The online Services shall be made available and accessible through remote public transmission networks using an encrypted communications channel between the User and the Bank, normally via the internet. Depending on technical developments, they may also be made accessible via other channels or remote means of communication, at the Bank's discretion.

If a User has access to multiple banking relationships via one and the same access, only one access profile may be requested and granted. The single access profile selected for each banking relationship shall, in all cases, be identical for any related sub-account/deposit. If there is any difference, only the profile most limited in scope may be granted.

3. Users of online Services

Access to online Services may be requested for the Client himself if he is an individual, or for any other authorized User having a power to represent the Client or the Applicant individually towards the Bank, within the frame of any banking relationship concerned, whether this right is general or limited only to online Services.

The scope of the User's power shall limit the possible extent of his access.

As an exception to the preceding paragraph, access to online Services may be requested for a User having a collective power, provided that the "orders approval" option is selected, where applicable, or, otherwise, that access is limited only to the "view" function.

The User must be familiar with the use of current information systems technologies.

The Applicant and the User are required to inform the Bank immediately of any change concerning their personal data, particularly data provided to the Bank as part of the online Services documentation.

4. Technical Assistance ("Helpline")

The Bank is not required to provide User training for online Services. It shall nonetheless try to provide its help via technical assistance, with no guarantee of results or availability.

5. Risks

The online Services are provided for use in a specific environment involving risks, which may result from potential transmission problems, damage to or overload of the Bank's and/or User's information technology system, breach of confidentiality, viruses, intrusions and/or unlawful acts. The Bank shall assume no liability in this regard. These risks are borne exclusively by the Applicant, the User and/or the Client, whether or not the latter is the User. By signing the Access Request, the Applicant and the User, if they are not the Clients, expressly release the Bank and guarantee it against any possible claim by the Client relating thereto.

More specifically, with regard to the risk of breach of confidentiality, the Bank shall make its best efforts to provide a high degree of security and confidentiality by using information systems protection mechanisms that are considered to be effective. Subject to gross negligence on the part of the Bank, the Bank shall nevertheless assume no liability should unauthorized third parties gain access to, discover or disclose information concerning the Client as a result of the use of online Services. To prevent any unauthorized access to information concerning the Client, the User is asked to take all appropriate measures (depending on the information technology equipment used, including, where applicable, mobile terminals). Furthermore, the Bank strongly advises against accessing online Services via open networks such as public WiFi, jailbroken mobile terminal or third-party devices, such as computers in cybercafés.

The softwares provided by the Bank must be installed only on a computer or, where appropriate, mobile terminal meeting applicable minimum technical standards, which the Bank shall specify on request, excluding any others.

More specifically, with respect to potential viruses, intrusions and unlawful acts, there is always a risk that hacking or computer viruses of all kinds, designed to force access, collect, copy or destroy information, may contaminate the computer or the mobile terminal used by the User, particularly when he uses the internet and comes into contact with the outside environment through computers networks or connecting to external data media. It is the User's responsibility to take all appropriate measures to prevent such risks and to protect data and/or software stored or loaded on the information technology equipment used, in particular by immediately installing updates provided by the Bank and/or third-party software publishers.

Any potential damage resulting from the use of the online Services and/or the Mobile Applications, whether caused by the User or a third party (including a Bank employee) shall be borne exclusively by the User, the Applicant and/or the Client, whether or not the latter is the User himself.

6. Restrictions

The use of online Services, and any technical and security means necessary for this purpose, may be subject to legal and regulatory, particularly when accessible via the internet. The online Services are not intended for or aimed at the persons of any country in particular. The languages in which they are available form part of the working languages of the Bank and should not be construed as an indication of the targeted public. They are not intended for persons who are domiciled, resident or localized in a country in which their availability or use would might contravene applicable laws or regulations. The online Services may not be considered as an offer or a solicitation for products or services to the territories of the United States of America or Canada or any other countries to which their content could be considered as a breach of the applicable laws and regulations. The Bank reserves the right to refuse or restrict access to all or part of such services if it considers that this could be the case. Moreover, the Applicant and the User are required to use their own means to inquire about the existence of any such restrictions in their country of domicile, residence and/or connection, and to comply with them. By requesting a connection and by connecting to said online Services from any location whatsoever, they certify to the Bank that they are not subject to such restrictions, thereby fully releasing the Bank in this regard.

7. User Legitimation and Due Diligence

For any account/deposit that can be accessed by one and the same access profile, each User shall receive only one start-up kit, including the various required means of legitimation (hereafter the "**Means of Identification**"), along with a User guide. This material must be kept with the greatest care. The Bank shall remain sole the owner of the material that it provides.

The Bank is entitled to consider that any person who enters the correct Means of Identification shall be validly legitimated as the User. In such a case, the Bank shall be entitled, within the limits of the particular User's access profile, to allow all information accessible via online Services to be viewed, including information and documents available prior to granting access to the particular User, and to follow any instructions falling within the scope of said profile, without having to carry out additional checks of any kind.

To limit the risks of unauthorized access, the User shall have the obligation to take all appropriate precautions to keep all components of the Means of Identification in a safe place, to ensure that the password is kept separately from the other components, and to maintain strict confidentiality of any related data. The User may change his password at his initiative and at any time, and is advised to do so frequently.

The Bank shall assume no liability in case of theft or loss of all or part of the Means of Identification components before it is notified thereof. As long as such notification has not been provided and is not enforceable against the Bank, all risks of an unauthorized third party using the online Services shall be borne exclusively by the User, the Applicant and/or the Client, whether or not the latter is the User himself. By signing the Access Request, the Applicant and the User, if they are not the Clients, expressly

release the Bank and guarantee it against any possible claim by the Client relating thereto.

It is the User's responsibility to contact the Bank immediately upon learning that all or part of the Means of Identification components are lost or stolen, or even if he has any doubts as to whether such components are still strictly confidential, in order to block access to the online Services concerned, or subsidiarily to immediately seek replacement of said Means of Identification.

The Bank reserves the right to invoice the User, the Client and/or the Applicant separately for providing any new Means of Identification.

The Bank shall assume no liability if said due diligence duties are not fulfilled. The User, the Applicant and/or the Client, whether or not the latter is the User, alone shall bear all risks, consequences and damages resulting therefrom. By signing the Access Request, the Applicant and the User, if they are not the Clients, release the Bank and guarantee it against any possible claim by the Client relating thereto.

8. Access Blocked by the Bank

Without prejudice to the other provisions that authorize the Bank to terminate the online Services, the Bank reserves the right to proceed at any time and at its sole discretion, without prior notice and without stating its reasons, to block any User's access to the online Services whenever it deems such measure appropriate. This may be the case in the event of the death of the User or the Client, when the Applicant or the User no longer meets the conditions for obtaining access to online Services, or when their situation no longer corresponds to the information provided.

The Bank shall assume no liability if the online Services are interrupted as a result of such block, subject to gross negligence on its part. All possible risks, consequences and damages that may result therefrom shall be borne exclusively by the User, the Applicant and/or the Client, whether or not the latter is the User. By signing the Access Request, the Applicant and the User, if they are not Clients, expressly release the Bank and guarantee it against any possible claim by the Client relating thereto.

9. Access Blocked at the Request of the User, the Applicant or the Client

The Bank shall block access to a User's online Services, and shall be released with regard to doing so, when expressly requested (in writing, via online Services electronic messaging, or verbally in case of emergency) once it is aware of such request from the User, the Applicant or the Client, whether or not the latter is the User himself. The block shall apply to online Services for any banking relationship designated by the requester, and may be lifted only upon written request from the latter.

In the event of multiple holders, the Bank reserves the right to block the access of a joint holder at the request of another joint holder, regardless of the nature of the relationship concerned.

Unless expressly stated otherwise, any request by the Client or the joint holder to block a User's access shall only apply to the User's access to online Services and not to the powers or rights such User holds in connection with any banking relationship concerned.

The Bank shall assume no liability if the online Services are interrupted as a result of a block request, including a fraudulent request, subject to gross negligence on its part. All possible risks, consequences and damages that may result therefrom shall be borne exclusively by the User, the Applicant and/or the Clients, whether or not the latter is the User. By signing the Access Request, the Applicant and the User, if they are not the Clients, expressly release the Bank and guarantee it against any possible claim by the Client relating thereto.

10. Non-transferability

The use of online Services and of the rights arising therefrom is strictly personal. The User is prohibited from assigning or transferring them to third parties, either free of charge or in exchange for payment, for any reason whatsoever. The Applicant, the User and the Client shall bear all consequences of any breach of this prohibition.

11. Technical Means of Use

Access to online Services shall be provided in accordance with the Bank's organizational and operational rules. The Bank alone shall determine the technical means allowing such access. The Bank reserves the right to modify and/or cancel the features and scope of such technical means at any time, including any component of the Means of Identification. The Bank shall inform the User thereof as soon as possible by any appropriate means, including by online Services electronic messaging. The User shall inform the Applicant and the Client thereof if they are not Users themselves.

The Bank shall endeavour to ensure that the online Services function properly, in particular regarding proper execution of instructions received. However, it cannot rule out the possibility of technical interruptions due to breakdowns or maintenance work that may be required for said services to function properly or for any other reason independent from its will or beyond its control.

Furthermore, the online Services accessible via the Mobile Application may differ from the online Services accessible from a browser, both visually and functionally. The Bank neither provides nor guarantees any maintenance of the User's information technology system or of the private or public transmission means used for communications (particularly telephone lines) outside of the Bank's premises.

12. Data Protection

The protection of personal data and the conditions under which the Bank collects and processes such data are governed in general by its policy for protecting personal data published on its website (www.ca-indosuez.com/switzerland/en under "Your personal data") (see also the Appendix to the General Terms and Conditions of the Bank entitled "Additional information

regarding the Protection of your Personal Data by the Bank").

The Bank may therefore process personal data concerning the User, the Applicant and/or the Client transmitted to it in connection with the online Services, including via the Access Request, as well as publicly accessible data and data procured by third parties, and may establish profiles based on such data.

The Bank may also collect certain data automatically in connection with the use of online Services, including through *cookies* and similar technological means.

The User may block *cookies* and similar technological means in the preferences of his browser and/or device used to access the online Services. In certain cases, such block may nevertheless interfere with the proper operation of such online Services.

The Bank processes personal data collected accordingly mainly for the purposes of implementing the online Services and, in particular, executing orders transmitted in connection with such services.

The Bank also has the right to process such data for any other purpose. In particular, the Bank may transmit such data to third parties, including outside of Switzerland, if, among other things, such processing is foreseeable for the person concerned when his data is collected and/or upon specific instructions and/or if it has a predominant interest to do so, and subject to legal restrictions, especially banking secrecy. In the event of transmission, at the sole initiative of the Bank, of personal data in a country that does not guarantee an adequate level of protection, guarantees ensuring the protection and security of such data would be put in place by the Bank.

In particular, the Bank may, in compliance with the applicable standards, process personal data collected in connection with online Services for marketing purposes or market research, and in connection with risk management. This includes data from the Client, the Applicant and the User, contractual data, transactions data, interaction data and data regarding the needs of the Client. Data may be used to advise the Client individually, to send offers for products and services of the Bank and/or its subsidiaries, branches and representative offices, specially suited to the Client's personal needs, as well as to improve the Bank's services and/or those of its subsidiaries, branches and representative offices.

By signing the Access Request, the Applicant and the User, if they are not the Clients, expressly release the Bank and guarantee it against any possible claim by the Client relating to data protection.

13. Intellectual Property

All intellectual property rights, in particular copyrights and trademarks, concerning the online Services and the Mobile Applications are the exclusive property of the Bank, or the Bank has acquired the right to use them.

Therefore, the Applicant, respectively the User, shall receive only a strictly personal limited and revocable

right to use such information and data, for purposes strictly linked to the activity engaged in with respect to each banking relationship for which access is provided.

14. Information Provided

Communications and information from the Bank transmitted in connection with online Services, including those displayed on or printed from screens, may under no circumstances be considered as contractual offers or investment advices, unless they are expressly designated as such. The Bank shall assume no liability for the consequences of any acts or omissions by the Applicant or the User based wholly or in part on such communications and information.

The Bank does not guarantee that the information it supplies, whether originating from its systems or imported from third-party systems, is accurate, complete or current. Such information must always be considered as provisional and provided for information purposes only.

15. Electronic Messaging and Documents

The Applicant and the User undertake to inform the Client in an appropriate manner of any correspondence and documents transmitted by the Bank via online Services electronic messaging (hereinafter the "Electronic Documents").

The purpose of the online Services electronic messaging is not to transmit transaction orders. The Applicant and the User undertake not to transmit any such orders via this electronic messaging.

In any case, the Bank may not be held liable for the execution, non-execution or defective execution of all or part of any such orders that might nevertheless have been transmitted to the Bank by such means.

In relationships for which there is more than one User, the Client, the Applicant and each User are reminded that messages appearing in electronic messaging may be accessed by each of the Users.

Electronic Documents shall be available in online Services for a minimum of three (3) years. After this period, the Bank reserves the right to delete online Services Electronic Documents, whether or not they have been read, subject to any legal obligations to retain them longer. Where applicable, the deleted Electronic Documents may be obtained upon request, within legal timeframes, and shall be invoiced according to the Bank's applicable rates.

If the Client has instructed the Bank to keep his mail in hold mail, all or part of his correspondence (such as transaction notices, account statements, portfolio valuations, as well as communications from the Bank) may now be sent to him instead by making available the document concerned in a dedicated space for this purpose within the frame work of the online Services. Dispatch of such correspondence becomes effective upon the date appearing thereon. Consequently, the Bank honors its duty to inform the Clients who waive the Bank's hold mail service for correspondence in paper form. Otherwise, agreements between the Bank and the Client with regard

to the hold mail service and relevant provisions of the Bank's General Terms and Conditions remain applicable.

When access to Electronic Documents in online Services is the only method used to send such correspondence, the Bank remains entitled, but is not required, to inform the Client and/or any authorized representative of the Client by any means that it deems appropriate and to any location where the Bank believes it will be able to reach him.

The Client, the Applicant and/or the User alone shall bear all risks, consequences and damages resulting from this means of communication. By signing the Access Request, the Applicant and the User, if they are not the Clients, release the Bank and guarantee it against any possible claim by the Client relating thereto.

16. Multiple Holders

If there is more than one holder, online Services may in principle be made available to a co-holder only as part of a joint relationship.

As an exception to the preceding paragraph, access for a co-holder who has collective signature rights may be granted, provided that the "orders approval" option is selected, where applicable, or, otherwise, that access is limited only to the "view" function.

The Bank's consent shall remain applicable in all cases.

Each co-holder shall be jointly and severally liable for all resulting consequences under all circumstances.

17. Changes to Access Profiles and Scope

The Applicant and the User may at any time request extended access to one or more accounts/deposits specifically excluded from the Access Request as well as a change to his access profile, within the limits of the extent of his power to represent the Client or the Applicant towards the Bank. Such request must be in writing, or where applicable, sent by online Services electronic messaging.

If more than one relationship shares one and the same access, any change to the access profile must be identical for all such relationships.

18. Communication and Notices to the Bank

To ensure that communications requiring the Bank's urgent attention (reporting loss/theft, requesting access block/termination) are handled as quickly as possible, they must be sent on a priority basis to the Helpline respectively to the Client's or Applicant's contact person at the Bank.

19. Amendments - General Provisions

The Bank reserves the right to amend these Special Terms and Conditions and the features and scope of the online Services and/or Mobile Applications at any time, in particular by offering new versions or updates.

The Client, the Applicant and the User who do not agree with such amendments are required to notify the Bank. In this case, the Bank shall terminate the access in question in accordance with the provisions set out below. In the case of multiple Users, such notice, provided that it originates from the Client, shall definitively terminate access to the online Services for all Users under any banking relationship concerned.

20. Amendments to these Special Terms and Conditions

The Bank shall inform the User of any amendments to these Special Terms and Conditions by any appropriate means. The User undertakes to inform the Client and the Applicant (if they are not Users themselves) in an appropriate manner of any amendments to these Special Terms and Conditions.

The Client, the Applicant and the User shall be deemed to accept such amendments, and shall consequently be bound by them, if (i) the User continues to use online Services after notification thereof or (ii) the Client, Applicant or User does not object to such amendment in writing within 30 days of notification thereof to the User, in the case where the User does not use the online Services in such time period.

In the case of multiple holders, and without prejudice to the foregoing, amendments shall be deemed accepted by all co-holders unless one of them objects within this aforementioned 30-day period.

21. Changes to the Features and Scope of the online Services

Any new version or update of the online Services and/or the Mobile Applications shall automatically terminate the online Services offered according to preceding methods.

The Client, the Applicant and the User are deemed to accept such change, with any possible terms and conditions of use, as soon as the User connects to and uses the online Services and/or the Mobile Applications once such change goes into effect.

Without prejudice to the foregoing, whenever a change to the features of the online Services and/or the Mobile Applications requires replacement or adaptation of certain information technology equipment, the User undertakes to replace or adapt such equipment as soon as possible.

22. Termination of Access

The Bank may unilaterally decide at any time and without prior notice to terminate all or part of the access to the online Services and the Mobile Application.

The Client, the Applicant and the User shall individually have the same rights under these Special Terms and Conditions. The User may nevertheless request termination of his own access only. Any request to terminate access must be made in writing or via the online Services electronic messaging.

Unless otherwise stipulated, the termination of access to the online Services shall apply to all banking relationships subject to such access. Such termination does not revoke any instructions previously given in this context that are in the process of being executed.

Users whose access is terminated shall be held jointly and severally liable with the Applicant to return to the Bank any equipment provided, including the start-up kit and components of the Means of Identification, and insofar as there is no other access, to delete any copies of software received and traces of use from their computer respectively their mobile terminal.

23. Governing Law and Jurisdiction

These Special Terms and Conditions supplement the Bank's General Terms and Conditions, which shall remain applicable, in particular with regard to the risks associated with this type of services, the governing law, the place of performance and the competent jurisdiction.

To the extent that the Applicant and the User assume certain risks and obligations under these Special Terms and Conditions, it is agreed that the Bank's General Terms and Conditions shall also apply to them. It is specified in this regard that the term "Client" used therein shall be interpreted, where relevant, as covering the Client as well as the Applicant and the User.

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