

Terms and Conditions for Bonviva Banking Package

I. – Framework Conditions for Banking Package

1. Change of Banking Package

The Client may change the banking package at any time with the Bank's agreement.

2. Termination

The banking package may be terminated by either party at any time and in accordance with the terms and conditions of termination of the private account included in the banking package.

Termination of the banking package will not result in the termination of the products and services included in the banking package. In relation to the products and services that continue to be used by the Client following termination, the respective basic fees will again apply.

The banking package is deemed to have been terminated if the Client or one of the contractual partners of a joint relationship moves their domicile abroad.

However, upon termination of this Agreement, the credit card products included in the banking package will be replaced by other products. We reserve the right to conclude a new credit card agreement and – in the case of credit cards with a part payment option – a new consumer credit agreement.

3. Terms and conditions for the Banking Package and General Conditions

The Bank is authorized to debit any fees due to be paid by the Client directly from the private account contained within the banking package. Further conditions, prices, and interest rates for products contained

within the banking package are based on the applicable tariff in each case.

The Bank reserves the right to change the terms and conditions for the banking package at any time. Changes will be communicated in an appropriate manner, but usually without informing the Client individually. The applicable conditions can be obtained from the Bank.

Further conditions, prices and interest rates for the products in the banking package are based on the applicable tariff. The Bank reserves the right to change the terms and conditions of the banking package at any time. Details of amendments can also be published on the internet. The Client will be informed of any amendments in advance in writing or by other appropriate means. The currently valid version is available on the official website of Credit Suisse (at www.credit-suisse.com/bonviva). The applicable terms and conditions can also be obtained from the Bank.

4. Disclosure of Data

The Bank is authorized to exchange any data with third parties (business partners of the Bank, third-party service providers, etc.) in Switzerland or abroad, insofar as this is necessary for the implementation (e.g. granting of incentives by such third parties) or provision of the services of such third parties (e.g. delivery of incentives). The Client acknowledges that third parties may acquire knowledge of their business relationship with the Bank and thereby releases the Bank in this regard from the obligation to maintain bank client confidentiality and any other statutory or contractual confidentiality obligations.

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II. – Terms and Conditions for the Bonviva Rewards Shop

1. Opening a Points Account

Membership of the bonus program enables bonus points to be collected. The Bank opens a bonus points account for the Client for this purpose. The terms and conditions for collecting bonus points will be brought to the Client's attention in an appropriate manner.

Bonus points collected will expire at the latest three years after they have been credited.

2. Liability

Services from the redemption of bonus points may be performed directly by the Bonviva business partners in accordance with their own terms and conditions. In such cases, the Client concludes an exclusive agreement covering such services with the relevant business partner. The Bank does not accept any liability for the services redeemed, and in particular it does not assume liability for performance of the services in a timely manner, or at all. In the event of any complaints or other claims arising in connection with the services redeemed, the member must deal directly and exclusively with the business partner concerned.

3. Termination

Membership of the bonus program may be terminated at any time. After such termination, no further bonus points will be credited to the points account. Any bonus points collected but not yet redeemed at the time of termination will expire without compensation.

The termination of individual products or services conferring entitlement to the collection of bonus points does not result in the termination of membership of the bonus program.

4. Amendments and Termination

The Bank may at any time amend the terms and conditions of the bonus program, in particular the system of calculation, the choice of business partners, the services conferring entitlement to redeem points, etc., and may cancel the bonus program without compensation. The

Client will be notified of any changes in an appropriate manner, but will not be notified individually.

5. Collecting Bonus Points

a) General

Membership of the Bonviva Reward Shop (hereinafter *bonus program*) enables you to collect bonus points. The number of bonus points credited by the bank, as well as the other terms and conditions (incl. collecting ratio, any maximum limits for the acquisition of bonus points, etc.) are brought to the participant's attention in suitable form.

No bonus points are credited for debited fees, interest payments or default interest charges, or cash withdrawals of any kind.

b. Credit Cards

For purchases on the principal credit card and additional cards billed to the same card account, bonus points are credited to a common points account.

If a credit card transaction is reversed, the bonus points credited for the transaction in question are deducted.

6. Redeeming Bonus Points

The bonus points collected can be redeemed only with the business partners and services listed on the homepage at www.credit-suisse.com/bonviva. Conversion into a monetary value, payment, or set-off are not possible. Existing and prior purchases of services cannot be assigned bonus points retrospectively. **By redeeming the bonus points, the client accepts the applicable terms and conditions of the bonus program.**

The bank updates and renews the bonus offers on a continuous basis. The offers that apply at any given time are published on the homepage at www.credit-suisse.com/bonviva.

The client receives a statement of account at regular intervals. Unless an objection is raised within 30 days, the statement is considered to be approved.

7. Expiration

Unredeemed bonus points expire in any case when the bonus program ends or the banking relationship with which the bonus program is associated is terminated.

8. Blocking and Transferability

The bonus points can be blocked by the bank at any time without having to state the reasons. The bonus points are neither transferable nor inheritable.

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III. – Conditions Governing the Use of the Maestro Card

I. General Provisions

1. Types of Usage (Functions)

Depending upon the agreement, the Maestro card can be used for one or more of the following functions:

- as a cash withdrawal card both within Switzerland and abroad (cf. par. II)
- as a method of payment for goods and services within Switzerland and abroad (cf. par. II)
- for additional services provided by the card-issuing bank (cf. par. III).

2. Account

The Maestro card is always linked to a specific account (hereinafter referred to as *the Account*) at the card-issuing bank (hereinafter referred to as *the Bank*).

3. Authorized Cardholders

Authorized cardholders can be the client or persons authorized by the client to use the card. The Maestro card is always issued in the name of the authorized cardholder.

4. Ownership

The Maestro card remains the property of the Bank.

5. Fees

The Bank may charge the client fees – based on the prevailing rates – for the issuing and authorization of the Maestro card, as well as the processing of transactions effected with it. The Bank may alter these rates at any time without providing individual notification. The client will be informed about fees and changes in an appropriate manner. Information on the prevailing rates can be obtained from the Bank. The Bank is entitled to levy all commissions that arise, as well as charges and fees.

6. The Authorized Cardholder's Duty of Care

The authorized cardholder specifically undertakes to fulfill the following duties of care:

a) Signature

Upon receipt of the Maestro card, the authorized cardholder must immediately sign it in the space provided.

b) Safekeeping

Particular care must be given to the safekeeping of the Maestro card and PIN (Personal Identification Number). They must be kept separate at all times.

c) Keeping the PIN Secret

The PIN is to be kept secret and may not be revealed by the authorized cardholder to any other person. In particular, the PIN may not be noted on the Maestro card nor stored in any other manner – not even in an altered form – together with the Maestro card.

d) Changing the PIN

PIN numbers altered by the authorized cardholder must not consist of easily detectable numerical combinations (such as telephone numbers, dates of birth, car license plate numbers, etc.).

e) Transferring the Maestro Card

The authorized cardholder must not give his/her Maestro card to third parties nor make it accessible in any way.

f) Reporting in Case of Loss

Upon loss of the Maestro card or PIN, or if the Maestro card has been left in a machine, the appropriate office of the card-issuing bank must be notified immediately (cf. also par. II.5, II.6 and II.10).

g) Obligation to Check for and Report Discrepancies

The client is obligated to check the corresponding statements pertaining to the Account immediately upon receipt and to report without delay any discrepancies to the Bank, in particular any debits made as a result of fraudulent use of the card. This must be done no later than 30 days after receipt of the card statement for the corresponding billing period. The claims form must be completed in full, signed and returned to the Bank within 10 days of receipt.

h) Reporting to the Police

In the case of criminal offenses, the authorized cardholder must report the matter to the police. The cardholder must assist in any investigation and contribute to the minimization of the loss to the best of his/her ability.

7. Coverage Obligation

The Maestro card may only be used if sufficient funds are available in the Account (credit or an approved credit limit).

8. Bank's Right to Debit

The Bank is entitled to debit all amounts resulting from the use of the Maestro card (according to par. I.1) from the Account (cf. par. II.5).

The Bank's right to debit also remains in force without restriction in the event of disputes between the authorized cardholder and third parties.

Amounts in foreign currencies will be converted to the currency of the Account.

9. Period of Validity and Card Renewal

The Maestro card is valid until the end of the date stated on the card. Subject to the proper use of the services and without the express renunciation by the authorized cardholder, the Maestro card will be automatically replaced with a new Maestro card prior to the date indicated on the card.

10. Cancellation

The Maestro card can be cancelled at any time. The withdrawal of an authorization to use a card (as in par. I.3.) has the same effect as a cancellation.

Once notification of cancellation has been made, the Maestro card must be returned to the Bank immediately and without demand.

Early recall or return of the card does not entitle the cardholder to a refund of the annual fee.

Despite cancellation, the Bank remains entitled to debit all amounts from the Account which resulted from transactions made before the Maestro card was returned.

11. Amendments to Conditions

The Bank reserves the right to amend these conditions at any time. Amendments will be notified in an appropriate form and are considered accepted if the Maestro card is not returned before the amendments take effect.

12. General Terms and Conditions

For all other matters, the Bank's General Terms and Conditions apply.

II. Maestro Card as Cash Withdrawal and Payment Card

1. Cash Withdrawal Function

The Maestro card can be used at any time together with the PIN to withdraw cash at designated ATMs within Switzerland or abroad, or with an authorized signature on the transaction sales slip at designated outlets, up to the agreed limit for the Maestro card.

2. Payment Function

The Maestro card can be used at any time to pay for goods and services within Switzerland or abroad together with the PIN, with an authorized signature on the transaction sales slip, or by simply using the card (for example at parking garages, highway payment points, or when making contactless payments) at designated outlets, up to the agreed limit for the Maestro card.

3. PIN

The PIN will be sent separately in a sealed envelope to the authorized cardholder. The PIN consists of a machine-calculated, 6-digit number that is unique to the card and which is known neither to the Bank nor to third parties. If multiple Maestro cards are issued, then each Maestro card receives its own PIN.

4. Changing the PIN

The authorized cardholder is advised to select a new 6-digit PIN at appropriately equipped ATMs, which will immediately replace the previously valid PIN. The PIN can be changed at any time and as often as desired. To further protect the Maestro card against misuse, the PIN chosen should not consist of easily detectable numerical combinations (cf. par. I.6.d), nor should it be noted on the Maestro card, nor stored in any other manner – not even in an altered form – together with the Maestro card.

5. Authorization, Debiting and Risk Assumption

Any person who legitimizes him/herself by inserting the Maestro card and entering the correct PIN in a device equipped for this purpose, by signing the transaction sales slip, or by using the card at automated payment points (for example at parking garages, highway payment points, or when making contactless payments) is considered authorized to withdraw cash or make payments with this Maestro card; this also applies if this person is not the actual authorized cardholder. Correspondingly, the Bank is entitled to debit transactions that have been thus carried out and registered electronically. The risks arising from misuse of the Maestro card are thus assumed by the client.

6. Assumption of Loss in the Absence of Fault

Provided that the authorized cardholder has fulfilled the conditions governing the use of the Maestro card in all aspects (particularly the

duties of care according to par. I.6) and if he/she is not otherwise at fault, the Bank assumes losses incurred by the client as a result of the misuse of the Maestro card by third parties in its function as a cash withdrawal or payment card. This also includes losses due to counterfeiting or forgery of the Maestro card. The authorized cardholder, his/her spouse, as well as persons living in the same household are not considered to be "third parties." Losses that are covered by the indemnity liability of an insurance company, as well as all consequential losses of any kind, are not assumed.

7. Technical Malfunctions and Operational Failures

The authorized cardholder has no claim to compensation if use of the Maestro card to withdraw cash and/or make payments is not possible due to technical malfunctions and operational failures.

8. Usage Limits

The Bank sets the usage limit for each Maestro card issued and informs the client thereof in an appropriate manner. It is the responsibility of the client to inform the authorized cardholders, if any, about the usage limit.

9. Transaction Receipts

For cash withdrawals, the authorized cardholder receives a transaction receipt upon request at most ATMs, and automatically or upon request when paying for goods and services. The Bank does not send any debit notices.

10. Blocking

The Bank is entitled to block the Maestro card at any time, without previous notice to the authorized cardholder and without providing reasons.

The Bank will block the Maestro card upon the express notification of the authorized cardholder, or if the latter reports the loss of the Maestro card and/or the PIN, or in the case of cancellation. Authorized cardholders who are not clients may only block the Maestro cards issued in their own names.

A Maestro card can only be blocked at the office indicated by the card-issuing bank.

The Bank is entitled to debit the Account for use of the Maestro card before the blocking takes effect within the period of normal business.

The Account can be charged for costs associated with the blocking.

III. Maestro Card for Further Bank Services

If the Maestro card is used for further bank services, then this usage is solely regulated by the conditions agreed upon with the Bank for such usage.

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IV. – Terms and Conditions for Online Banking

1 Access to Online Banking Services

1.1 Access to the services provided by Credit Suisse (Switzerland) Ltd. (hereinafter the "Bank") via online access (hereinafter referred to as "Online Banking") is granted only to persons having identified themselves with all the required identification elements, i.e. by entering

- their user ID
- their personal password

(can be chosen freely based on the specifications in Online Banking),

as well as the means of identification provided or accepted by the Bank and selected by the Client and/or all authorized persons (hereinafter referred to collectively as the "User").

If the Bank requests additional identification of individual orders (hereinafter referred to as *transaction confirmation*) for reasons of security, the same identification elements are to be used. Transactions cannot be initiated unless all required identification elements are entered.

The identification elements listed above may be changed, supplemented or replaced by the Bank at any time. The User may, at any time and without obtaining authorization, exchange or change the identification elements that are offered and accepted by the Bank.

1.2 The Client must ensure that each User changes the password provided by the Bank immediately upon receipt. We strongly recommend that clients change their passwords periodically. The same applies to certificates offered or accepted by the Bank.

1.3 The Bank considers anyone who provides proof of identification in accordance with para. 1.1 as authorized to use or activate Online Banking services.

The Bank may therefore, within the framework and scope of the services chosen on the application form and the selected method of access, allow this person to use Online Banking to access and dispose over the accounts and safekeeping accounts listed in the application form, and to accept the Client's orders and communications, irrespective of his/her internal legal relationship with the Client, regardless of any statements to the contrary on the Bank's signature documentation and without further inquiry as to his/her authorization. Furthermore, the Bank has the right at any time and without stating reasons, to refuse to provide information or to accept instructions, orders or communications and to insist that the User provide proof of authorization by other means (by signature or in person).

1.4 The Client accepts without reservation all transactions that are carried out via Online Banking using a User's identification elements in respect of their accounts/safekeeping accounts that are activated in Online Banking. Likewise, all instructions, orders, and communications received by the Bank in this way will be deemed entered and authorized by the Client or User.

2 Order Execution and Instructions

2.1 The User accepts that his/her stock exchange and payment orders and any settlement instructions may not be processed immediately or on a 24-hour basis, but are dependent on the trading days/times of the relevant stock exchange and the public holidays/working hours of the branch at which the account is held and/or those of the processing unit.

2.2 The User also accepts that transactions can only be initiated if the Bank has received the required transaction confirmation.

2.3 The Bank does not accept any liability for orders and/ or settlement instructions that are not executed on time, or for damages (especially as a result of price losses), provided that it has exercised the normal commercial due diligence.

3 Client's Obligation to Exercise Due Diligence

3.1 The Client must ensure that all identification elements (see para. 1.1) are kept confidential by Users and protected from misuse by unauthorized parties. In particular, passwords may not be written down or stored without protection on the Client's end-user device once they have been changed (para. 1.2). The Client bears full responsibility for all risks arising from the disclosure of a User's identification elements.

3.2 If there is reason to suspect that unauthorized third parties have knowledge of an identification element mentioned in para. 1.1, the identification element in question must be changed.

3.3 The Client bears full responsibility for all consequences arising from the use – or misuse – of his/her identification elements or the identification elements of other Users.

4 Security with Online Banking / Exclusion of Bank Liability

4.1 Despite state-of-the-art security precautions, neither the Bank nor the Client is guaranteed absolute security. **The User's end-user device is part of the system, but it is outside the Bank's control and can become a weak link.** Despite all of its security measures, the Bank cannot accept responsibility for the Client's end-user device, as this is not technically feasible (see para. 4.2 for details of risks).

4.2 The User acknowledges the following risks in particular:

- Insufficient familiarity with the system and lack of security precautions on the end-user device can make unauthorized access easier (e.g. saving data with insufficient protection on hard drives, file transfers, information left on the screen, etc.). The User is responsible for obtaining information on the necessary security precautions.
- It is impossible to rule out the possibility that the User's behavior may be profiled by the network provider (e.g. internet service provider, SMS provider), i.e. the provider can infer when and with whom the User makes contact.
- There is a latent risk that a third party may gain undetected access to the computer while Online Banking services are being used.
- There is also a risk that viruses and the like may spread to a computer when it connects to an external server for a network session (e.g. the internet, SMS). Appropriate security software that is available in the market can help the User take the necessary security precautions.
- It is important that the User installs only software that has been obtained from trustworthy sources.

4.3 In most cases, the Bank does not provide technical access to its services. This is solely the responsibility of the User. In particular, the Client accepts that the Bank does not distribute the special security software required for Online Banking. Thus the Bank accepts no liability with regard to the network operator (e.g. internet/SMS provider) or the security software required for Online Banking.

4.4 **The Bank offers no guarantee as to the accuracy and completeness of the Online Banking data that it makes available to the User. In particular, information regarding accounts and safekeeping accounts (balances, statements, transactions, etc.)**

and generally available information, such as stock market prices and foreign exchange rates, is considered non-binding. Online Banking data does not constitute a binding offer unless explicitly declared as such.

4.5 The Bank accepts no liability for losses incurred by the User as a result of transmission errors, technical defects, system overload, interruptions (including system-related maintenance work), malfunctions, or illegal access or malicious blocking of telecommunications infrastructure and networks or owing to other inadequacies on the part of the telecommunications infrastructure and network operators.

4.6 Provided it has exercised the normal commercial due diligence, the Bank is not liable for the consequences of malfunctions or interruptions, especially in processing, that affect the Bank's Online Banking operations (e.g. those caused by illegal intervention in the Bank's system).

4.7 Furthermore, the Bank expressly accepts no liability for any software (e.g. via disk/CD or download) and hardware (including identification elements) it may have supplied, or for consequences resulting from or occurring during distribution of the software via the network (e.g. the internet).

4.8 If the Bank detects any security risks, it reserves the right to interrupt Online Banking services for the protection of the Client at any time until the risk is removed. The Bank accepts no liability for any damages incurred as a result of such interruptions.

4.9 The Bank accepts no liability for damages that the Client incurs as a result of the non-performance of his/her contractual obligations to a third party, or for indirect or consequential losses, such as lost profits or third-party claims.

4.10 The Bank accepts no liability for damages resulting from minor negligence on the part of support staff in the course of carrying out their assigned responsibilities.

5 Blocking Access

The Bank is authorized to block access by the Client and/or all Users to some or all services at any time and without stating reasons and without prior notice, if it thinks there are sufficient grounds for doing so.

6 Banking Confidentiality

The Client acknowledges that data is transported via an open-access network (e.g. the internet, SMS). Data can be transmitted across borders without being monitored. This also applies to data transfers where both the sender and the recipient are located in Switzerland. Although individual data packets (with the exception of SMS texts) are transmitted in encrypted form, the identities of the sender and recipient (as well as the SMS text itself) are not encrypted. It is therefore possible for a third party to conclude that a banking relationship and/or payment relationship between the Client and the beneficiary exists.

7 Foreign Legal Provisions/Import and Export Restrictions

7.1 The User acknowledges that use of Online Banking services from abroad can, under certain circumstances, constitute an infringement of foreign laws. The User is responsible for determining whether or not this is the case. The Bank accepts no liability in this regard.

7.2 The User acknowledges that the use of Online Banking applications from abroad may constitute a violation of import and export restrictions governing encryption algorithms.

8 Amendments to the Agreement

The Bank reserves the right to amend these conditions and/or change the Online Banking services at any time. The Client and the Users will be notified of such changes in writing or by other appropriate means. The changes will be deemed to have been accepted unless the Bank receives written notification to the contrary within one month. In any case, changes will be deemed to have been accepted the next time the Online Banking service is used.

9 Marketing Purposes

The Client and all Users consent to the use of client data from Online Banking by the Bank for its own marketing purposes.

10 Data Processing for Security Purposes

The Client and all Users agree that the Bank may process all transaction data for security purposes. The resulting transaction profile will serve to prevent any fraudulent transactions and thus protect the Client.

11 Notice of Termination

Either party may terminate the Online Banking agreement in writing at any time. Notice of cancellation on the part of the Client must be sent to their contact person at the Bank.

12 Provision for Statutory Regulations

12.1 Any statutory provisions governing the operation and use of telecommunication infrastructure and networks remain reserved and apply also to this Online Banking connection from the time they come into force.

12.2 The User acknowledges that additional restrictions relating to Online Banking services and functions may apply to Clients/Users domiciled in certain countries.

13 Charges

The Bank reserves the right to introduce charges for its services or to adjust existing charges at any time.

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V. – Terms and Conditions for E-Documents

1 Reference to the Applicable Terms and Conditions for Online Banking

1.1 The Credit Suisse (Switzerland) Ltd. Terms and Conditions for Online Banking apply to the delivery of documents in electronic form (hereinafter referred to as *E-Documents*). As a condition for the activation of E-Documents, the Client must have signed a Online Banking application, as well as all the associated documents/declarations/agreements.

1.2 The electronic delivery of bank documents and advices governed by these terms and conditions relates to banking business to which separate agreements and terms and conditions apply, e.g. the Bank's General Conditions. In the event of any differences in the provisions of such separate agreements and terms and conditions with respect to the use of E-Documents, the present provisions take precedence.

2 Subject of These Terms of Use

2.1 These terms and conditions govern the electronic delivery of all bank documents and advices under the client number (CIF) and/or the accounts and safekeeping accounts set out in the E-Documents application form (hereinafter referred to as the *Application*), in accordance with the Client's instructions.

2.2 E-Documents enables the Client and/or all authorized persons (hereinafter referred to collectively as *Users*) to receive specific documents and advices as determined by the Bank either in electronic format only or in electronic format as well as in hard copy. The Bank provides the User with an electronic mailbox within Online Banking. Electronic documents and advices are deposited by the Bank in this electronic mailbox and are thus deemed to have been delivered to the User.

3 Access Authorization to E-Documents (Only Applies to Companies)

3.1 Authorized Users for companies may be given either unrestricted access to all documents and advices in the electronic mailbox or access only to documents and advices of accounts and safekeeping accounts for which Online Banking authorization has already been given. Unrestricted access must have been granted to at least one User, otherwise E-Documents will be deactivated for the electronic mailbox. All Users can delete documents and advices. When documents and advices are read or downloaded, their status changes from "unopened" to "opened".

3.2 One copy of a bank document or advice is the original. All others are copies. If the company has submitted more than one application for E-Documents stating "Electronic transmission only" in the Application, and if the same relationship number and/or the same account or safekeeping account is affected according to the Application, the company must inform the Bank which electronic mailbox should receive the originals. The company may change the electronic mailbox for originals at any time by notifying the Bank in writing.

4 Time of Delivery

4.1 The User acknowledges that bank documents and advices transmitted via E-Documents are considered to have been delivered to the User as soon as the User can access them in the electronic mailbox. Any deadlines that may be connected with the bank documents and advices start to run from that time.

4.2 The Client hereby expressly acknowledges that, by sending bank documents and advices electronically to the electronic mailbox, the Bank specifically fulfills its notification and accountability obligations toward the User.

5 Blocking or Deactivation

5.1 Blocking or deactivation of Online Banking and/or E-Documents for the last authorized User results in extraordinary delivery by regular mail after seven days. For companies, this applies to Users with unrestricted access, unless notification is given of another User with unrestricted access during this period. In the event of such extraordinary delivery, all unopened electronic original documents and advices issued up to 30 days prior to the blocking/ deactivation will be printed out as copies and sent to the postal address defined in the Application. These electronic bank documents and advices will subsequently be marked as "opened" in the electronic mailbox. All bank documents and advices already opened by the User and all documents and advices delivered to the electronic mailbox prior to 30 days before the start of the blocking/ deactivation will not be forwarded by regular mail.

5.2 All newly issued, unopened bank documents and advices will be sent both electronically (originals) and by post (copies) for 60 days following the blocking/deactivation. After 60 days, electronic delivery will be suspended, and further bank documents and advices will be sent by regular mail only.

5.3 Irrespective of the blocking/deactivation of the last User with unrestricted access, for companies, Users with restricted access may continue to access the bank documents and advices in the electronic mailbox as per the rights conferred upon them.

5.4 The Client acknowledges that all relevant bank documents and advices must be saved on a local data storage device prior to the deactivation of Users. If the Client wants additional printouts of bank documents and advices while the block is in effect or after Users have been deactivated, it must request these from the Bank. A fee may be charged for such subsequent requests.

6 Complaints from the User

Any complaints from the User regarding electronic bank documents and advices should be made as soon as they arise and within the deadline indicated for the relevant document or advice. If no objection is lodged within the specified period for the respective bank document or advice or, at the latest, within 30 days of delivery to the electronic mailbox, the relevant electronic documents and advices will be deemed accepted by the User.

7 Storage of Documents and Advices

7.1 The User acknowledges that electronic bank documents and advices are stored **until they are deleted by the User, but not longer than 24 months** after delivery, after which they will no longer be available electronically. A fee may be charged for any subsequent request for documents and advices in hard copy.

7.2 The User is personally responsible for all legal obligations (e.g. in Switzerland: the Ordinance on the Maintenance and Preservation of Business Records [GeBüV], the Ordinance of the Federal Department of Finance on Electronic Data and Information [OEIDI]), in particular for the recording, suitable storage and/or saving of the electronic bank documents and advices delivered via E-Documents, as well as for their integrity and subsequent use.

7.3 In view of the limited time that electronic bank documents and advices may be kept in the electronic mailbox, E-Documents is not suitable for their long-term storage. For this reason, the User is advised to download the bank documents and advices onto their own data storage devices.

8 Legal Status of Electronic Documents and Advices

8.1 The Bank cannot guarantee that the bank documents and advices that are delivered electronically will be accepted as evidence by Swiss or international authorities. The User accepts full responsibility when presenting the documents and advices in matters concerning such authorities. A fee may be charged for any subsequent request for documents and advices in hard copy.

8.2 Printouts of electronic documents and advices do not constitute originals. It is therefore imperative that electronic bank documents and advices be stored in their original (unchanged) electronic format. It is particularly important to note that electronic bank documents and advices should be saved using only the version of the Adobe Reader software that is recommended by the Bank at the time in question. Saving the relevant documents or advices using an earlier version of the software may cause the electronic signature on the document or advice to become illegible.

8.3 The Bank draws the Client's attention to the fact that bank documents and advices must be printed out and submitted in hard copy if this is expressly requested by authorities with investigative powers (e.g. the tax authorities).

9 Delivery in Hard Copy Reserved

The Bank may, at any time, issue bank documents and advices in hard copy, either exclusively or in addition to electronic versions, without being obligated to state any reasons.

10 Amendments to the Agreement

10.1 The Client will inform the Bank in writing of any changes to the accounts or safekeeping accounts, or to the delivery method, valid mailing address or User specified in the Application. The Client bears any and all disadvantage or loss resulting from failure to notify the Bank.

10.2 The Bank may, at any time, amend and/or supplement the Terms and Conditions for E-Documents, the E-Documents service offering, as well as the charges for any additional services, such as delivery of hard copies. Any such amendment and/or supplement will be communicated to the Client in writing or in another appropriate manner (in particular, delivery via E-Documents), and will be considered as having been accepted unless a written objection is received within a month of notification, but in any case no later than the first time E-Documents is used following notification of the change.

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