

Terms and conditions for the Business Easy Overdraft

1. Granting of the overdraft and amount thereof

Credit Suisse (Switzerland) Ltd. (hereinafter referred to as the *Bank*) grants the Corporate Client an **overdraft (the Business Easy Overdraft), if and insofar as the Bank, at its own discretion, considers the requirements for an overdraft fulfilled.**

The Business Easy Overdraft may be used by the Corporate Client **only for commercial purposes.** In addition, the use of the Business Easy Overdraft **is prohibited in the cases set out below.** The **Corporate Client** is obligated to **notify the Bank without being asked:**

- as soon as the Corporate Client relocates its head office to a location outside of Switzerland,
- should existing or future credit balances on the Startup Easy or Business Easy Corporate account be pledged in favor of third parties,
- should the Corporate Client be granted other credit products or credit limits by the Bank.

The **amount** of the Corporate Client's **valid** overdraft is **continuously**, typically monthly, **recalculated and redefined** by the Bank in consideration of incoming payments as well as the Corporate Client's creditworthiness and other criteria relevant to the Bank.

Note: The Corporate Client will be notified via an extract of account or in another suitable manner of the amount of the overdraft defined each month. The extract of account will be sent at the beginning of the month; the changed overdraft (limit) defined in the extract of account shall apply as of the fifth bank working day of the respective month. In this context, bank working days are all calendar days excluding Saturdays, Sundays, and bank holidays. As long as the Corporate Client has a Business Easy Overdraft, it can no longer change the dispatch frequency of the extracts of account.

2. Interest, commissions, fees

- **Interest:** 9.5% per year
- **Credit commission:** 0.25% per quarter on the highest credit amount used, but no more than 50% of the amount of interest to be paid in the relevant quarter.
- **Overdraft commission:** 0% per quarter.

The **interest rates and commissions (credit and overdraft commission) may be adjusted by the Bank without notice at any time, whether immediately or at a later time defined by the Bank,** to reflect changing conditions in the money and capital markets, the risk structure of the business, and general expenses.

The interest and commissions are generally charged on a quarterly basis, and the Bank can **charge them directly to a corporate account of the Corporate Client.** If other taxes are levied locally, the Bank may charge the Corporate Client for these as well.

Note: The applicable interest rates as well as the amount of the commissions can either be obtained from the Bank or, if the Business Easy Overdraft has been used in the relevant quarter, found on the corresponding closing statement.

A one-time **processing fee of a maximum of CHF 150** is charged for processing the Business Easy Overdraft application. This amount is payable **irrespective** of whether the Bank subsequently **accepts or rejects** the **application.**

Amounts that exceed the applicable overdraft are due for immediate repayment. As of the due date of the relevant amount, an overdraft commission will also be due, provided it is more than 0%. Upon termination of the Business Easy Overdraft agreement ("the Agreement") or of the current Startup Easy or Business Easy banking package, the overdraft is no longer available and all outstanding amounts under the Agreement are due for repayment, automatically and immediately. The bank may levy a **fee of up to CHF 30**, charged directly to a corporate account, for **every reminder.**

3. Conclusion of, changes to and termination of the Agreement

The Agreement is concluded as soon as the Bank enables the use of the Business Easy Overdraft by the Corporate Client.

The Bank has the right to amend the Agreement unilaterally at any time. Such amendments will be communicated in a suitable manner. By continuing to use the Business Easy Overdraft after any changes take effect, the Corporate Client will have acknowledged the amended terms of the Agreement.

Either party may terminate the Agreement with immediate effect at any time.

4. Block/non-execution of payment orders

The Bank has the right to block the Business Easy Overdraft at any time, without justification and with immediate effect.

Therefore, the Bank has the right to reject at any time individual payment orders without justification or not to execute orders that, in particular, would exceed the Business Easy Overdraft or that were received by the Bank after the end of the Agreement.

5. Assignment/transfer of claims

The Bank is entitled to assign any claims arising from the use of the Business Easy Overdraft to a third party, for example for the purpose of debt collection, securitization or outsourcing, and to commission third parties with the collection of such claims. The right to further transfer the claims or to transfer them back remains reserved.

The Bank may at any time grant access to information in connection with the Business Easy Overdraft to third parties in Switzerland and abroad and to other third parties involved in the assignment of rights or claims or a debt collection order, such as rating agencies or trust companies in Switzerland or abroad.

The Corporate Client cannot assign its rights under the Business Easy Overdraft to any third parties.

6. Liability

Any liability of the Bank is excluded to the extent permitted by law, except in the event and insofar as the Bank violates its customary due diligence. This exclusion of liability particularly applies to the non-execution of payment orders in connection with the redefinition of the Business Easy Overdraft amount or the termination of the Agreement.

In no event does the Bank accept any liability for damages or losses related to a block of the Business Easy Overdraft, or to the non-execution or rejection of payment orders.

7. Place of performance and enforcement

The place of performance is the place specified in the Bank's address. If a Corporate Client relocates its head office to a location outside of Switzerland, despite the fact that the Startup Easy or Business Easy Package is available only to corporate clients in Switzerland (which would generally result in the termination of the Agreement on the part of the Bank), this place of performance also serves as the place of enforcement (special domicile as defined by Art. 50 Para. 2 of the Federal Act on Debt Enforcement and Bankruptcy).

8. Disclosure of information, data transfers abroad

For the purposes of the credit investigation, the review of the Business Easy Overdraft application and any collection measures, the Bank is entitled to obtain information about the Corporate Client from third parties, especially from

credit information offices, providers of Commercial Register data, debt enforcement offices, as well as other entities (including banks and the residents' registration authorities in the case of sole proprietorships and partnerships).

To directly or indirectly insure against credit risks arising from the Business Easy Overdraft, the Bank may at any time disclose data and information in connection with the Business Easy Overdraft and the related credit risk assessment, if said data and information are necessary for the conclusion of credit protection and credit insurance.

The Bank may transfer or assign its rights in connection with the Business Easy Overdraft to an insurance company, if and to the extent that this is provided for in the relevant insurance policy for risk protection.

The disclosure of data and information for the purposes listed above may be made to third parties in Switzerland and abroad, namely to credit protection or credit insurance providers such as banks, financial service providers, credit insurers, hedge funds or to other entities offering credit protection. In the context of obtaining such protection, data and information may also be disclosed to other involved parties (e.g. rating agencies).

The Corporate Client acknowledges and agrees that the Bank may obtain the information electronically and thus cannot guarantee the confidentiality of messages or documents that are transmitted via an open network such as the internet. In particular, a third party may be able to draw conclusions about existing or future banking relationships. Even if both the sender and recipient are located in the same country, data may also be transmitted regularly and without controls via such networks to other countries, including to countries that do not afford the same level of data protection as your country of domicile.

The Corporate Client acknowledges that the data forwarded to third parties abroad in connection with risk protection or assignments/transfers are subject to foreign legislation and thus not protected by Swiss law or Swiss bank client confidentiality. Foreign laws and provisions do not necessarily guarantee the same degree of confidentiality, bank client confidentiality or data protection as Swiss law and may require that the third parties abroad and/or the Bank disclose the data partially or in its entirety to the authorities or other third parties.