

## General Terms and Conditions

Provided and insofar as nothing to the contrary is agreed in this present document, the following terms and conditions shall regulate in a general manner the business relationship between F. van Lanschot Bankiers (Schweiz) AG (hereinafter called "the Bank") and its clients.

### 1 Authorized Signatories

The specimen signatures and signing powers deposited with the Bank shall remain valid until the Bank receives written notice of any change from the Client, regardless of any information to the contrary contained in the Commercial Register of in any public announcement.

### 2 Power of Attorney

The Client may grant authority only by a written power of attorney which shall remain effective until the Bank receives written revocation, even in case of death, legal incapacity, bankruptcy or dissolution of the Client.

### 3 Verification of Signatures and Authority

The Client must keep his/her bank documents secure to ensure unauthorised parties cannot gain access to the Client's personal data. If the Client issues a payment order or other orders such as Client instructions on handling Intermediated Securities, the Client must observe due caution to reduce the risk of fraud. All codes must remain confidential to prevent their unauthorised use. The Client shall be responsible for any damage resulting from an infringement of this duty of care. The bank shall take appropriate measures to identify and prevent fraud. If the bank fails to observe its duty of care, it shall be responsible for any damages occurring as a result. In the event of any damage occurring in spite of the Bank and the Client both having observed their duty of care, the party within whose sphere of influence it occurs shall be deemed liable.

### 4 Legal Incapacity

The Client shall be liable for any damage resulting from his or an authorized third party's legal incapacity, unless the Bank has been notified in writing of such incapacity.

### 5 Communications of the Bank

Communications of the Bank shall be deemed to be properly dispatched when sent to the last mailing address indicated to the Bank by the Client. The date appearing on the copy or on the mailing records of the Bank shall be presumed to be the date of dispatch. If the Client arranges to have his correspondence retained at the Bank's premises, then such correspondence shall be deemed to have been delivered to the Client on the date which appears on it. Correspondence held for the Client (hold mail) shall remain in safekeeping at the Bank's premises in either paper or electronic format, subject to a charge, and destroyed after five years.

In warranted exceptional cases, in particular where it is deemed to be in the interests of the Client or in order to assert the Bank's rights towards the Client, the Bank may contact the Client despite the latter's instruction to hold his correspondence at the bank's premises.

The client must inform the Bank promptly of any changes in the client's name, address, contact and/or correspondence details as well as changes in those of his representatives and of any revocation of powers of attorney or signatory powers that he has granted. Communications from the Bank are deemed to have been duly transmitted if sent to the last address supplied to the Bank by the client.

### 6 Complaints of the Client

Any complaints by a Client with respect to the execution or non-execution of instructions as well as other communications are to be lodged immediately after receipt of the communication concerned, at the latest by a deadline possibly set by the Bank, otherwise the execution or non-execution, respectively, as well as the corresponding statements and communications shall be deemed to have been approved. If an advice note expected from the Bank fails to appear, the complaint must be lodged as soon as the advice note should have been received by the Client in the usual course of business. Any damage resulting from the delayed complaint shall be borne by the Client.

Complaints concerning account, invoice or portfolio statements, including the statement on the securities credited to a securities account (hereinafter referred to as "Statements") must be lodged within 30 days. Upon unused expiry of this period, the Statements shall be deemed to have been approved. The exclusive or tacit acceptance of the Statements shall include the approval of all the items contained therein, as well as any possible reservations on the Bank's part.

The Bank shall be empowered to cancel unjustified account credits or debits after their discovery without notifying the Client in advance. This cancellation right shall not be impaired even by acceptance of a portfolio or account statement. In respect of the cancellation of a debit or credit of intermediated securities (hereinafter referred to as "Intermediated Securities") within the meaning of the Intermediated Securities Act of 3 October 2008 (hereinafter referred to as "Intermediated Securities Act") to a securities account, the provisions of the Intermediated Securities Act shall apply.

### 7 Errors in Transmission

Any damages resulting from the use of postal services, telephone, Internet, telefax or any other means of communication, especially from losses, delays, forgery, misunderstanding, mutilation or duplication shall be borne by the Client, provided that the Bank has not acted in gross negligence.

The same shall apply specifically in the event of problems or interruptions in the operation of the telephone, Internet or computer system.

### 8 Default in execution

In case of damage due to non-execution or delayed execution of orders including directives of the Client regarding the disposal of intermediated securities (stock exchange orders excluded), the Bank shall be liable only for the loss of interest, unless in a particular case, it has been warned in writing of the risk of more extensive damages. In the case of stock market orders, the Bank shall not be liable for errors or omissions of its correspondents.

### 9 Right of lien and right to set-off

The Bank shall have a right of lien to all assets (including certificated securities, non-printed securities within the meaning of Art. 973c of the Swiss Code of Obligations (OR) [hereinafter referred to as "Non-

Printed Securities"] and Intermediated Securities) which it holds in safe keeping for the Client's account at its premises or elsewhere, and a right to set-off for any claims to which it is entitled, without regard to the due date or currency; however, the right of lien shall come into being only together with the claim. This shall also apply to credits and loans with special collateral securities or without any collateral securities. The Bank shall be entitled to dispose of the Client's collateral securities, at its own discretion and without prior notification of the Client, on the open market or in accordance with the provisions of the Federal Law on Collection of Debt and Bankruptcy, as soon as the Client is in default with his payments. In the case of disposal, the Bank shall also be entitled to deal for its own account. The foregoing shall remain subject to the mandatory provisions of the Intermediated Securities Act.

#### **10 Current Account Relation**

The Bank credits and debits interest, commission and fees agreed with the Client, as well as taxes quarterly, semiannually or annually at its discretion. The Bank reserves the right to adjust its rates at any time, in particular when market conditions have changed and to advise the Client of such adjustment by circular letter or any suitable manner. If the Client gave several different orders of which the total amount exceeds the credit balance or credit line available, the Bank is entitled to decide at its discretion and without any consultation of the Client, which of the instructions shall be fully or partly executed. These provisions shall apply in the same way to instructions in respect of handling Intermediated Securities. Furthermore, instructions issued by the Client on handling Intermediated Securities shall be irrevocable unless the Bank expressly consents to revocation in the specific case.

#### **11 Accounts in Foreign Currencies**

Client's funds in foreign currencies are deposited in the name of the Bank at other branches or correspondents of the Bank abroad as approved by the Bank, within or outside the related currency area, but for the account and the risk of the Client. In particular the Client bears the risk of all legal and administrative restrictions as well as taxes and other charges levied in the relevant countries.

The Bank may at any time and in its sole discretion discharge all the obligations to the Client arising out of his account in foreign currency, sending to the Client a check denominated in the account's currency. Such a check drawn to the order of the Client in an amount equal to the credit balance in his accounts, may be accompanied by other documents which the Bank considers, in its sole discretion, necessary in order to transfer to the Client all rights which the Bank may have in the funds in question.

#### **12 Credit of Funds in Foreign Currencies**

Deposits and credits in favor of the Client can be credited to the Client in Swiss francs or Euros, unless he has given instructions to the contrary in done time or is a holder of an account in the relevant currency.

#### **13 Bills of Exchange, Checks and Other Instruments**

The Bank is entitled to re-debit unpaid bills of exchange, checks and other papers which had been discounted or credited. Nevertheless, until the settlement of any debit balance created by any such re-debit, the Bank retains the claims arising from such instruments.

#### **14 Saturdays as Legal Holidays**

For all business relations with the Bank, Saturdays are equivalent to legal holidays.

#### **15 Bank secrecy**

The Bank shall be legally obliged to treat all Client-related data confidentially. The Client acknowledges that the legally protected bank-Client confidentiality shall be subject to certain legal limits. Insofar as provided by law, the Bank shall be obliged to furnish evidence and information to the authorities. Furthermore, the Client acknowledges that in trading in securities and other financial instruments, the Bank may in certain markets be obliged to disclose the identity of the Client and/or the beneficial owner. Insofar as this is necessary to safeguard the Bank's justified interests, the Client shall dispense the Bank from its obligation to maintain banking secrecy and data protection, in particular to safeguard and enforce claims against the Client.

#### **16 Recording of phone calls**

The Bank is authorized to record any telephone conversation with its Clients and store all information obtained on any kind of data base.

#### **17 Outsourcing of services**

The Bank shall reserve the right to outsource the following areas of business to be performed by an external service provider: electronic data processing, payment transactions, securities operations as well as special duties in connection with recording, limiting and monitoring risks. In this case, the Bank shall be empowered to transfer client-related data in connection with the outsourcing to the service provider. In so far as the notification of data abroad shall not take place in anonymous form, the Bank shall obtain the Client's prior consent.

#### **18 Conditions**

The Bank may redefine its interest and commission rates at any time, in particular in the event of movements in money market rates or reassessment of the business risk. The Client shall be informed of such changes by letter, through the display of brochures on the subject in the public areas of the Bank or in another appropriate manner, e.g. through notices on the Bank's website.

The Bank charges a fee for services rendered, in accordance with the valid schedule of fees. The Bank may alter its schedule at any time, and may at any time charge remuneration for services which have formerly been free of charge. It may also charge the Client for costs which arise through special work or extra-ordinary measures, and may debit from the Client any costs which it has been charged by third parties. In the event that there are inadequate funds in the account, the Bank may, without warning the Client first, cover all fees it is due and other costs incurred by selling securities. The valid schedule of fees shall be brought to the Client's attention.

#### **19 Special Conditions**

In addition to the terms hereof, certain transactions and services are governed by special conditions established by the Bank or other relevant authorities, such as the General Conditions for Trading in Derivative Instruments. Stock exchange and foreign exchange transactions are governed by local customs and practices; documentary credits are subject to the Uniform Customs and Practice issued by the International Chamber of Commerce.

#### **20 Processing and transmitting of Client data for payments, security transfers and other transactions**

The Client as ordering party agrees that his name, address, IBAN number and account number will be communicated to the banks and systems operators involved in the settlement of domestic and cross-border payments and payment orders. These institutions are mainly correspondent banks of the Bank and operators of payments systems

or SWIFT (Society for Worldwide Interbank Financial Telecommunication). As a rule, the receiving party also receives information on the ordering party.

For deliveries and withdrawals of securities to and from custody accounts and custody account transfers, the custody account number, the name and address of the beneficiary may be sent abroad when this data is transmitted via SWIFT by the involved banks and central depositories (in Switzerland or abroad) to ensure orderly processing. For securities held abroad, the name of the securities holder or the name of the registered shareholder, and in some cases address details, may have to be disclosed. The recipients may, in turn, transmit data to appointed third parties.

The Client also agrees that the banks, system operators or SWIFT involved in the transaction can transmit the data to appointed third parties in other countries for further processing or storage.

Furthermore, the Client acknowledges that if data are transferred outside Switzerland, this data is no longer protected by Swiss law. Foreign laws, regulations and/or official orders may require that this data be passed on to authorities or other third parties.

Additional information on the disclosure of Client data for payments, security transfers and other transactions is available from the Swiss Bankers Association at <http://www.swissbanking.org>

(«Information for bank Clients / What is SWIFT?»), at <http://www.finma.ch> or can be ordered at the Bank.

## 21 Retrocessions

As part of the Bank's investment policy, investment funds are also recommended. After an investment fund has been selected on the basis of a detailed analysis, the Bank can make agreements with the fund provider. These exist irrespectively of the contract with the Client. The bank aims to select funds with no retrocessions, resulting in lower costs for the clients. If such funds are not available, the Bank usually receives a fee from fund providers based on the capital placed in investment funds. In return for this fee the Bank advises its client and provides them with information on these investment funds. The fund manager undertakes to provide the Bank with all relevant information about the investment funds, guaranteeing that the information is correct and complete.

The table below shows the general fee structure. The management fee, set by the fund provider, is charged to the fund capital and paid to the manager of the fund. The manager passes part of this fee on to the Bank.

Type of product	Management fee p.a.	Payment to Bank (% of Management fee)
Equities fund	0.5% - 2.5%	40% - 60%
Bond fund	0.10% - 1.75%	40% - 60%
Alternative investments*	N.A.	0.1% - 0.75%
Structured products**	N.A.	0.25% - 1.05%
Other	0.1 - 2%	40% - 60%

\* e.g.: hedge funds and private equity

\*\* e.g.: guarantee-, leveraged-, and protection products

On transactions in investment funds the Client pays the buying and selling commission applying to shares and bonds. The Bank does not charge the Client third parties' costs. It can happen that a fund provider charges Van Lanschot costs connected with the transaction. This is stated in the prospectus for the investment fund concerned. These costs will in fact be passed on to the Client as occasion arises Any fees, retrocession payments and remunerations which the Bank receives from fund organizations, banks or other third parties in connection with its services pursuant to this Contract shall belong solely to the

Bank. The Client expressly renounces any claim to remunerations which the Bank has to deliver to the Client according to Art. 400 of the Swiss Code of Obligations or any other legal provision.

## 22 General Authorization for Fiduciary Investments

22.1 Upon instructions of the Client, the Bank will place investments with other banks or financial institutions or with a foreign branch belonging to the F. van Lanschot Bankiers Group (hereinafter referred to as "financial intermediary") in the Bank's own name but for the account of and at the risk of the Client.

22.2 The Bank may choose the financial intermediary, the amount, the currency, the term and the other conditions of the investments at its own discretion as mandatory in connection with article 394 et seq of the Swiss Code of Obligations. The Client shall be entitled to issue the Bank with specific written instructions relating to an investment or to the financial intermediary with whom said investment is to be placed. The Bank shall only be bound to take account of any specific written instructions relating to the reinvestment of investments due for repayment if these are received at least seven days before the investments in question mature.

22.3 The bank maintains an up-to-date list of the chosen financial intermediaries with a good credit rating with which it makes fiduciary investments. The client has the right to at any time request the current list of chosen financial intermediaries as well as the bank's guidelines for establishing credit ratings.

22.4 The investments shall be placed within the limits of the Client's available assets.

22.5 The Bank has the sole obligation of paying to the Client such amounts as have been credited to it, at its free disposal, in the form of repayment of the principal and of interest, at its domicile specified in Section 33 of the General Conditions.

22.6 The Bank shall charge the Client a commission per annum according to the schedule of fees then in force in addition to the costs associated with the investment. The commission will be calculated as a percentage of the amount invested at the time the investments is concluded, but in any case a minimum commission.

22.7 The Client has been informed and agrees that they shall bear the risk of default on the part of the financial intermediary (del credere risk). In the event that an investment is placed with one of the Bank's foreign branches, the risk of default shall also cover the risk of default of the Bank itself.

22.8 If the financial intermediary does not fulfil its commitments or fulfils them only partially (for example due to transfer restrictions and foreign exchange controls imposed in its own country of domicile or in the country of the investment currency), the Bank shall be obligated solely to assign to the Client the claims against the financial intermediary that have not already been transferred to the Client in any other way. The Bank shall not be bound by any other obligations.

22.9 This fiduciary agreement may be revoked by the Bank or the Client at any time. The revocation shall have no impact on any ongoing investments. Neither the death, incapacity to act nor bankruptcy of the Client shall trigger the revocation of the fiduciary agreement.

## 23 Agreement for Telephone, Mobile, Telefax or E-mail Instructions

For instructions send by the Client to the Bank, either by telephone, mobile, messenger, telefax and/or e-mail. The following provisions shall apply:



23.1 The Client assumes all risks which may result from the transmission of instructions by telephone, mobile, messenger, telefax and/or e-mail in particular those due to mistakes in transmission or due to misunderstandings.

23.2 The Client herewith acknowledges the fact that the Bank may, but is not required to, ask the ordering party to prove their authority by means of knowledge of details concerning the account. The Bank is entitled, but not obliged, to obtain written confirmation of instructions accepted by telephone prior to execution. The Bank shall bear no responsibility for the consequences of delays which result from the obtaining of said written confirmation.

23.3 The Client herewith approves all payments, which the Bank executes based on instructions by telephone, mobile, telefax and/or e-mail and he undertakes to settle, upon the request of the Bank, any potential debit balance in the account.

23.4 It is understood that neither the Bank nor their directors, employees or agents will be held responsible for any mistakes or loss or damage caused to the Client due to the use of the telephone, mobile, telefax and/or e-mail for the transmission of instructions. He shall indemnify, hold the Bank harmless against and reimburse it for all expenses and/or damages with respect to it acting in accordance with such instructions.

#### 24 Joint Accounts

24.1 If an Account is operated by more than one Client (Joint Account) each such Client shall enjoy, subject to express agreement to the contrary, the rights of a joint creditor in accordance with Article 150 of the Swiss Code of Obligations.

If in the course of business a claim against the Clients shall accrue to the Bank, the Clients already declare now that they shall be liable as joint debtors for the whole of the claim so accrued in accordance with Article 143 ff of the Swiss Code of Obligations, regardless of which of the Clients incurred such debt.

24.2 Each Client shall be entitled, alone and independently of any other, to dispose of the Joint Account without limitation and to increase, decrease, debit, pledge or close it at will as also to issue powers of attorney thereon to third parties. This shall apply in particular in the event of death or legal incapacity of one of the Clients. In fulfilling their obligations towards one of the Clients, the Bank shall be validly discharged towards all.

24.3 Monies or other assets received by the Bank for the benefit of one of the Clients shall be credited to the Joint Account subject to instructions to the contrary. If a Client is a holder of several Joint Accounts, the Bank shall be entitled to credit all remittances to him personally to a Transition Account until specific instructions are received.

Regardless of the foregoing, monies or other assets received for the benefit of a Client shall, in the absence of instructions to the contrary, be credited to his personal Account should he hold one.

24.4 All communications referring to the Common Account issued by the Bank shall be deemed conveyed if issued in accordance with the most recent instructions of one of the Clients.

24.5 Articles 24.1 to 24.4 hereinabove shall also apply if the Clients are spouses and shall also comprise in particular all the approvals required under the relevant laws of matrimonial property.

#### 25 Safe Custody Regulations

25.1 The Client shall remit to the Bank monies, securities (whether in the form of certificated securities, non printed securities within the meaning of Art. 973c of the Swiss Code of Obligations (OR) [hereinafter referred to as "Non Printed Securities"] or intermediated securities [hereinafter referred to as "Intermediated Securities"] within the meaning of the Swiss Federal Intermediated Securities Act of 3 October 2008 [hereinafter referred to as "Intermediated Securities Act"]) or other assets (securities and other assets, together referred to hereinafter as "Deposited Assets"). The Bank shall accept such assets and maintain an account and a custody account (both referred to as "Account" hereinafter).

25.2 Deposited Assets shall be kept in a standard Custody Account with the same care as is exercised for the Bank's own assets. The Bank shall be entitled to have such Deposited Assets kept with a third-party custodian of its choice within Switzerland or abroad for the account and at the risk of the Client. The Client is aware of the specific risks of third-party custody abroad, accepts such risks and shall agree with such a custodian of the Bank's choice even if the foreign third-party custodian is not subject to a supervisory authority appropriate to its activities.

25.3 The Bank expressly excludes all liability for third-party custodians if the Client expressly requests custody with a specific third-party custodian not recommended by the Bank. Insofar as is legally admissible, the exclusion of liability shall also apply if the Deposited Assets acquired or held by the Client can only be deposited with a particular third-party custodian on account of the associated costs or legal regulations.

25.4 Should the assets be deposited outside the premises of the Bank, in particular if they are deposited abroad, the Deposited Assets shall be subject to the laws and customs of the place of safekeeping. Should the returning of assets deposited abroad be rendered difficult or impossible for the Bank, the Bank shall only be obligated to provide the Client with a proportional claim for restitution at the place of deposit or of a correspondent bank of its choice if it has such a claim and it is transferable.

25.5 Should a registration of claims for securities (whether in the form of certificated securities, Non Printed Securities or Intermediated Securities) or for other Deposited Assets registered in the name of the Client be unusual or impossible at the place of safekeeping, the Bank may have these assets registered in its own name or in the name of a third party, however, always for the account of and at the risk of the Client.

25.6 If the Client does not specify separate safe custody or does not assume the relevant costs, the Bank shall be entitled to hold Deposited Assets or have them held elsewhere merely by kind whereby the Client as joint owner shall be entitled to a specific number of Deposited Assets which corresponds to the proportion between the Deposited Assets booked in his custody account and the entire contents of the collective account. A reservation is made with respect to Deposited Assets registered in the Client's name as also Deposited Assets which must be kept separately for other reasons.

25.7 The costs of any investigations regarding the ownership of foreign securities as the basis for Intermediated Securities shall be borne by the Client.

25.8 Regarding Deposited Assets the physical issuance of which has been postponed, or can be postponed, the Bank shall be explicitly enabled to:



- a) see to the cancellation of existing titles;
- b) during the postponement of the printing of the security to undertake the usual administrative measures, to provide the issuer with the necessary instructions and to obtain the necessary information from the issuer;
- c) to demand at any time the printing and the delivery of the titles.
- d) Letters b) - c) shall also apply to Intermediated Securities, although the right to demand from the issuer the production and delivery of certificates at any time shall only apply to the extent provided by the conditions of issuance or the company's articles of association.

25.9 The Bank shall assume the customary administrative work such as collection of coupons and repayable securities, acquisition of new coupon sheets, exchange of securities etc. and generally remind the Client with regard to the fulfillment of his obligations under Article 24.3 whereby the Bank shall rely on the publications and lists available to it but without assuming any responsibility therefore. In the event of drawings on certificated securities held by kind the Bank shall allocate the securities drawn among the clients whereby a method shall be used in the second drawing to ensure that all clients have the same chances of consideration as in the first draw. In respect of Deposited Assets which, at the Client's request or for other reasons, are not held in collective custody with a third-party custodian in Switzerland or abroad, the Bank cannot assume any responsibility for conducting the customary administrative work.

25.10 In the absence of an agreement to the contrary, it shall be incumbent on the Client to take all further action to protect the rights attached to the securities deposited as in particular the issue of instructions on the exercise or sale of subscription rights, the exercise of conversion rights, payments on not fully paid-up shares and conversions. If no instructions are received from the Client, the Bank shall be authorized to act at its own discretion according to the Client's best presumable interest but without thereby incurring any responsibility.

25.11 Sealed envelopes, parcels, etc. may only contain valuables or documents and under no circumstances breakable, inflammable or otherwise dangerous objects or anything unsuited to safe custody in a bank. The Client shall assume the full risk and sole responsibility and shall be liable for all damages resulting from the deposit. The Bank may refuse to accept part or all of a deposit without giving the reasons therefore.

25.12 On request the Client shall be bound to provide the Bank with information regarding the items deposited.

25.13 As a rule the deposit shall contain a statement of value signed by the Client. The Bank's liability shall not exceed the stated amount whereby the Client must prove the damages incurred. The Bank shall only be responsible for damages resulting from robbery, breaking and entering, theft, explosion, and fire or water damage due to gross negligence. The Bank shall not be liable for damages occurring due to dry or humid air, temperature changes or similar causes. The tenant shall be liable for any insurance cover exceeding the liability of the Bank. The Bank shall be discharged of any further liability with the withdrawal from the Custody Account.

## 26 E-Banking

### 26.1 Range of Services

E-banking services offered by the Bank enable the Client to execute certain banking transactions online and to communicate with the Bank

electronically. With e-banking the Client can draw up account and safe-keeping account information, as well as implement payment orders and has access to electronic information and documents. Further details concerning e-banking services can be found on the Bank's website. The Bank reserves the right to change its service offer at any given time. Changes will be communicated properly and are regarded as valid without objections within 30 days after notification.

### 26.2 Access to E-Banking Services/Legitimation

26.2.1 The Client's or authorised User's (hereinafter called "User") technical access to e-banking services occurs with the User's device and the User's provider (e.g. Internet access provider, telecommunication providers, etc.) chosen by himself. The term "device" encompasses hereinafter all soft- and hardware (including mobile devices, mobile phones and other technical devices) used for the access to e-banking services. In order to use e-banking services the User's device must comply with requirements listed on the Bank's website at all times.

26.2.2 Access to e-banking services is available to anyone who is legitimised for use by entry of valid legitimisation data for this service. Currently the following legitimisation data are valid:

- a) The contract number given to the User by the Bank; and
- b) User's self chosen password; and
- c) An identification token provided by the Bank. The Bank is allowed to introduce further identification tokens or to withdraw existing ones at any time. Currently the following are valid:
  - Security Code List, is provided with by the Bank; or
  - CrontoSign Swiss Application, which the User installs on his device of choice; or
  - CrontoSign reading device, is provided by the Bank..

Directions to use the legitimisation medium can be found in the instructions which the Bank provides the User with when the legitimisation medium is delivered and can also be found on the Bank's website.

In the case that the User uses CrontoSign Swiss Application or CrontoSign legitimisation devices he acknowledges and accepts that when the legitimisation device is activated for the first time it will be allocated with an identification number which will be saved in the banking system, as well as on the User's device (mobile phone or CrontoSign reading device) in order to identify the devices (mobile phone or CrontoSign reading device). In the event that the User loses or replaces his mobile phone or CrontoSign reading device, then he is obligated to notify the Bank of this immediately and must order a new activation code for the new device (mobile telephone or CrontoSign reading device). The User herewith accepts that until the activation of the new device, all e-banking services cannot be used.

The directions are effective and accepted by the User with the first use of the respective legitimisation medium. The Bank reserves the right to replace or adapt the legitimisation medium at any time due to functional reasons, of which the User will be notified in a timely manner.

26.2.3 With the entry of a valid contract number, as well as a valid password, which are part of the double-staged login process for security reasons, the Bank is authorised to provide the User's name/company name to specified third parties.

26.2.4 Whoever legitimises himself according to the modalities described above (self legitimisation) is considered by the Bank as authorised to use e-banking services. Thus the Bank may, within limits

of the services invoked by the User and without further verification of his authorisation, have access to e.g. investigations or the receipt of orders and legally-binding communication; This also applies if this person is not the true authorised User. The Client implicitly accepts all transactions, which are implemented within e-banking services with the use of his legitimatisation medium or that of authorised Users. Likewise all instructions, orders and all communication received by the Bank per e-banking are regarded as entered and authorised by the Client.

26.2.5 However, for security reasons and in the case of justifiable doubts the Bank has the right to deny the execution of services and to insist that the User identifies himself in another way (e.g. telephone number, date of birth, licence plate number, etc.).

### 26.3 User's Due Diligence

#### 26.3.1 In connection with legitimization medium

Each User is obligated to change the first password given to him by the Bank after receipt and it must be changed regularly thereafter. The password must not be easily ascertainable (e.g. telephone number, date of birth, licence plate, etc.)

The User must ensure that all legitimisation medium are kept secret and protected against misuse by unauthorised parties. Especially passwords may not be kept unsecured on the User's device or recorded anywhere else. Furthermore, legitimisation devices may not be passed on to third parties or made easily accessible in any other way (e.g. E-mails, that are allegedly from the Bank and prompt the User to enter his identification data or contain links to the Bank's e-banking login site, aka. "phishing-mails", must remain unanswered and deleted immediately). The User must also ensure that the directions provided to him with the respective legitimisation medium are followed.

In the case of suspicion that unauthorised third parties have access to the User's legitimisation medium, the User must change the respective legitimisation medium immediately. If this is not possible, then the User must have the access to the respective e-banking services blocked immediately.

#### 26.3.2 In connection with the User's device

The User is obligated to minimise the risk of unauthorised access to his device (e.g. by use of public electronic networks such as the internet) by use of appropriate security measures. Especially operating software and browsers must be kept up-to-date, which means that the User must promptly install software updates and security corrections provided and recommended by the respective provider. Also security measures must be taken for the use of public electronic networks, such as the use of an anti-virus program or the installation of a firewall, which continuously have to be kept updated. It is the User's responsibility to stay informed about the necessary security measures which cater to the current state of technology, as well as to stay informed about the Bank's recommended security notices, which can be found on its website, and to implement the recommended security measures.

In the case of suspicion that unauthorised third parties have access to the User's device (e.g. computer), then the User is obligated to notify the Bank immediately.

#### 26.3.3 In connection with data entry

The User is responsible for the completeness and validity of all data entered by himself. The responsibility for the completeness and validity of the Data sent by the User remains with the User until these are taken over by the Bank's system.

If the User has sent an order (e.g. payment order, message, etc.) to the Bank electronically and afterwards the client establishes that the order has not yet or only partially been executed by the Bank, then the User is obligated to place a complaint immediately with the Bank. The Bank recommends that the User contact the respective relationship manager at the Bank in the case of uncertainties regarding an order's status.

### 26.4 Confirmation of Transaction

To increase security the Bank reserves the right to require a transaction confirmation from the User for the confirmation of an order. In this case the User is obligated to compare the selected Data via CrontoSign with the original confirmation and to verify its correctness. If the data selected by the Bank is correct, the User must confirm the order (e.g. by entry of confirmation code), provided the User wishes to place his order with the Bank. If the data transmitted by the Bank is incorrect according to the User, then the User is obligated to cancel the transaction. If a transaction confirmation does not follow on behalf of the User, then the order is considered unplaced and therefore will not be processed by the Bank. Furthermore, the Bank is authorised, however not obligated, to implement a call back at its own volition.

### 26.5 Blocking of Services

26.5.1 The User can have his access to the Bank's e-banking services blocked. The blocking of electronic services can be requested over the Bank's hotline and must be confirmed immediately in writing. Furthermore the User can block his access to e-banking services at any time himself by entering the incorrect legitimisation data until the automatic blocking takes place (e.g. numerous entries of incorrect passwords).

26.5.2 The blocking can only be revoked with the Client's written request.

26.5.3 The Bank is authorised to block the User's access to single or all e-banking services at all times without the indication of reason or prior termination. This especially applies in the cases of security risks/maintenance work.

26.5.4 For the prevention of dormant accounts the Bank has the right to record and analyse the User's access data. The Bank reserves the right to either contact the User or block his access without prior notification in the case of lack of use of e-banking services.

### 26.6 Risks

26.6.1 The Client is liable for all risks from the legitimisation understanding/breach of due diligence due to the legitimisation understanding and for all consequences that result due to the – even misused – use of his legitimisation medium or the same for an authorised person (e.g. the unauthorised access of a third party), except if the Bank has breached its standard diligence. Furthermore the Client is liable for the consequences resulting from the breach of the User's due diligence or the User's breaching of his verification duties regarding placed transactions and transaction confirmations. Additionally with the use of e-banking services the Client accepts the following risks:

26.6.2 Public and private data transmission networks for data and information exchange, as well as the User's device are part of the overall system, over which however the Bank has no control. These can become a weak point of the system. They can especially become subject to the access of unauthorised third parties or transmission errors, delays, as well as system breaches or system failures can occur. The Client cannot derive any claims against the Bank.



## 26.7 Payment Orders

26.7.1 The User acknowledges, that the accounts for which the Bank was granted discretionary mandates with, are only limitedly accessible for the User. In particular no payment orders can be placed via e-banking over these accounts.

26.7.2 Furthermore the User acknowledges that due to security reasons, per day and per currency account a maximum of CHF 100'000 (or equivalent) can be transferred. Once this maximum has been reached, no further orders can be placed. This limit can be raised with a written request from the Client.

26.7.3 Payment orders cannot be executed at all times, however only during the Bank's normal business hours.

26.7.4 When the User places a payment order he is obligated to comply with the applicable standards of the relevant transaction (e.g. domestic payments, foreign payments, etc.). In addition, the User acknowledges that in this respect all payment orders are executed without personal consultation with the Bank. The user herewith confirms that he is familiar with the customs and practices of payment orders and is aware of the risks of each transaction type.

26.7.5 For the execution of payment orders the Bank is authorised and commissioned to reduce or sell security positions, time deposits or fiduciary investments and in the case of insufficient currency execute relevant currency transactions. Furthermore the Bank is authorised to adjust the execution date without previously informing the User.

26.7.6 The Bank is authorised to reject or cancel payment orders if there are not sufficient funds or it does not comply with the relevant standards of the respective transaction type.

## 26.8 Stock Exchange Orders

The User accepts that regardless of the account type, no stock exchange orders can be placed via e-banking. Stock exchange orders can only be placed in written form or per telephone with the Bank during work hours.

## 26.9 Secure Mail

26.9.1 The Client commissions the Bank to send him, respectively his authorised Users correspondence electronically via e-banking (function Secure Mail). Therefore the Bank is authorised to grant the User access to correspondence.

26.9.2 Electronic correspondence is considered duly received by the Client on the day on which it is available via the Bank's electronic services, which provide access to the Secure Mail function.

26.9.3 The Client agrees to view and acknowledge the available correspondence, notices and documents on a regular basis.

26.9.4 Thus the Client expressly acknowledges that with the electronic delivery of correspondence the Bank has complied and has fulfilled its obligation to notify the client.

26.9.5 However, the Bank is entitled to deliver correspondence in paper form via mail at any time without giving reason.

## 26.10 Electronic Acceptance of Special Terms/Legal Guidelines and Risk Investigations

26.10.1 For individual e-banking services there are special terms, which must be accepted before their use. The Bank may submit these terms in electronic form to the User. The User decides whether he wishes to use the respective services according to the applicable terms by means of an input mask which submits an application to the Bank (if necessary) and consents to the terms for electronic services electronically. The User's consent is binding for both the Client (as

owner of the account and safekeeping account) and for authorised Users. Electronically signed terms have equal validity to handwritten contracts.

26.10.2 Furthermore the Bank must include legal or risk advice in its individual e-banking services and/or published information. With the display of these notices and advice it is binding for both the Client and authorised Users to adhere to them. If he chooses to not accept them, then he must forgo the respective service or information.

## 26.11 Foreign Laws/Import and Export Restrictions

26.11.1 The offer of e-banking services for users abroad can be subject locally to legal restrictions, which can lead to limitations of the offered services. The Bank is authorised at any time to change, restrict or fully cease the offer abroad of available e-banking services without giving notice.

26.11.2 The User acknowledges that with the use of e-banking services abroad he may violate sanctions or existing import and export restrictions (especially the identification medium and the encrypting algorithms contained therein) or other foreign laws. It is the User's responsibility to be informed thereof. In dubious cases it is best to waive the use of e-banking services, which are accompanied with the import/export of legitimisation medium. The Bank disclaims all liability in this regard.

## 26.12 Exclusion of Liability and Guarantee

26.12.1 The Bank cannot guarantee undisturbed or uninterrupted access to e-banking services at all times. The Bank reserves the right to interrupt e-banking services for the protection against security risks. Furthermore the Bank is authorised to interrupt e-banking services for maintenance work. Various damage caused by eventual breakdowns, interruptions or blockages are borne by the Client, unless the Bank has violated corporate diligence. In case of failure, an interruption or the blocking of e-banking services the User must contact the relationship manager, respectively the Bank, directly by use of other available contact channels for the placement of orders or notices.

26.12.2 The Bank applies customary corporate diligence for the display and transmission of information, transferred data, communication, etc. (hereinafter "data") as part of its services. The Bank excludes any further warranty or liability for the correctness, completeness and actuality of data. In particular information concerning accounts and custody account (balances, statements, transactions, etc.), as well a publicly available information, such as foreign exchange rates are provisional and unbinding, unless they are expressly specified as binding. Likewise data set in services are only then binding offers only if designated as such.

26.12.3 In those areas in which the Bank vouches for the provision of its services with due diligence, it is only liable for direct and immediate damages to the Client. Liability for indirect or consequential damage to the Client is excluded.

26.12.4 The Client must check for and notify the Bank of potential damage of the hard- and software provided to the Client by the Bank (e.g. CrontoSign Swiss Application & CrontoSign reading device). If no such complaint is made with the Bank, then the hard- and software shall be deemed approved by the Client. For timely reported defects which affect the use of e-banking services significantly, the Client is only entitled to the replacement for the faulty hard- or software. The Bank also disclaims all warranty and liability for the correctness of the hardware and software and for the application thereof in combination with other systems chosen by the User or other third parties. In case the User identifies deficiencies in the hard- or software, he must

immediately refrain from the use of e-banking services and notify the Bank thereof.

#### 26.13 Terms of Authorization/Power of Attorney

26.13.1 The Client is obligated to inform the authorised User of the contents of these terms and conditions and to ensure that they comply with the obligations in the General Terms & Conditions.

26.13.2 The power of attorney and proxy for the use of e-banking services is valid until the Bank has received written revocation thereof. It is expressly determined that in the case of the Client's death or his loss of capacity to act the power of attorney does not expire, but until revoked in writing regardless of other entries is still valid in the trade registry and other publications. The withdrawal simultaneously terminates the contractual agreement between the Bank and the power of attorney regarding the use of e-banking services for the Client's account/custody account.

26.13.3 The deletion of a power of attorney's subscription rights to the Client's signed documents held with the Bank is not automatically followed by the repeal of its authority to use e-banking services. This requires a separate, explicit revocation as defined above.

#### 26.14 Data Privacy/Banking Secrecy/Marketing

##### 26.14.1 General Information

The User acknowledges that his data, especially payment orders are disclosed to domestic and foreign financial institutions, system administrators (especially telecommunication companies and commissioned third parties) and domestic, as well as foreign beneficiaries. Furthermore the Client acknowledges that data transmitted abroad is no longer protected by Swiss law (banking secrecy, data protection, etc.) and subject to the laws of the respective country. Due to the encryption used in e-banking it is almost impossible for an unauthorised party to view confidential client data. However, it cannot completely be ruled out that transmitted data is completely secure from the access of unauthorised third parties. The User acknowledges that the device identification features are saved by the application CrontoSwiss Application and can be viewed by the application manufacturers as well as mobile phone manufacturers. Therefore the conclusion of an existing banking relationship by third parties (e.g. application manufacturers, mobile phone manufacturers) is possible.

##### 26.14.2 Internet/E-Mail, etc.

With the use of an open, public network (e.g. internet, e-mail) for the transmission of data, data can be transmitted abroad uncontrollably, even when both sender and receiver are in Switzerland. Bank information, which the User receives separately – outside of e-banking – via e-mail, etc. are normally transmitted unencrypted, which is why banking secrecy and data protection are no longer guaranteed. Even with encrypted transmission both the sender and receiver are unencrypted. The conclusion of an existing banking relationship can therefore be made by third parties (e.g. the internet provider).

##### 26.14.3 Marketing

The User consents that the Bank may use data derived from e-banking services used by him for internal marketing purposes.

#### 26.15 Amendment of Terms

The Bank reserves the right to make amendments to the general terms and conditions, to special conditions, respectively terms of use for e-banking services, as well as terms for eventually existing websites at any time. Such an amendment will be communicated to the Client for himself and his authorised Users by electronic advice or a message via

e-banking or via another suitable channel and is considered approved within 30 days after notification without any objections.

#### 26.16 Termination

The termination of use of the Bank's e-banking services can take place on behalf of the Client and/or the Bank at any time without the adherence to a cancellation period.

#### 26.17 Partial Nullity

The invalidity, illegality or lack of enforceability of one or more terms does not affect the validity of the remaining terms.

#### 26.18 Contact

The hotline number (including blocking services) and the Bank's correspondence address can be found on all of its statements, as well as on the e-banking website. The hotline is available during normal business hours or during the service hours listed on the website.

### 27 Special Terms for E-Documents

#### 27.1 Area of Validity

Special terms for the electronic delivery of bank documents within the scope of F. van Lanschot Bankiers (Switzerland) AG's (hereinafter called "Bank") electronic services complement and/or amend the General Terms for the Bank's electronic services (hereinafter "BB"), as well as Special Conditions regarding the Bank's electronic services.

#### 27.2 Range of Services

27.2.1 Each bank statement provided by the Bank as a part of electronic services is described on the Bank's website.

27.2.2 The Client authorises the Bank to provide him and/or his authorised Users (hereinafter both called "User") with electronic bank statements of one or several banking transactions. Accordingly the Bank is authorised to provide the User with the respective electronic bank documents via one or more electronic channels with immediate effect.

27.2.3 The Bank reserves the right to change the range of offered services at any time. Amendments will be announced accordingly and within 30 days after notification without contradiction are regarded as approved.

27.2.4 The regulated electronic delivery of bank documents in these terms relates to banking transactions, which are regulated separately in other terms and contracts (e.g. General Terms and Conditions, Custody Regulations, Terms and Conditions for Payments, etc.). The area of validity for the terms regarding the delivery of bank documents within the Bank's electronic services precedes that of eventually deviating terms of the Bank's aforementioned contracts or general terms and conditions.

#### 27.3 Access to Bank Documents

27.3.1 The day on which documents are available for the first time via his electronic bank services (e.g. E-Documents), which provide access to the electronic bank statements for the User, the bank documents are deemed as duly received by the Client. As of this day the respective time period begins - in particular the claim period.

27.3.2 The User agrees to check and take note of the available messages and documents via the claimed electronic service on a regular basis.

27.3.3 In order to prevent dormant accounts, the Bank is entitled to record and evaluate access data to E-Banking services, as well as the User's access data of bank documents. The Bank reserves the right



to contact the User due to lack of insight into the electronic bank statements or to send these via mail without prior notification.

27.3.4 The Client expressly acknowledges that the Bank has fulfilled its reporting and accountability duties towards the Client.

27.3.5 For practical reasons the Bank is authorised to deliver bank documents at any time exclusively or additionally in paper form by mail.

#### 27.4 Client Complaints

The User is obligated to immediately report objections to electronically provided bank statements at the latest within 30 days after their creation. Otherwise the respective bank document is deemed as readily approved by the Client. This acknowledgement includes the approval and renewal of all items contained in them, as well as any reservations of the Bank itself. As long as the balance on the electronic bank document is at the account holder's expense, then it is deemed as recognisable as his debt to the Bank, even if the account relationship continues.

#### 27.5 User's Due Diligence

27.5.1 The Client is responsible for the adherence to the legal regulations he is subjected to (e.g. in Switzerland the Regulation of Management and Archiving of Business Books (GeBüV), the Regulation of the EFD on Electronic Data and Information (EIDI-V)) and especially for the proper storage, archiving, as well as re-use and preservation of the integrity of the electronic bank documents provided.

#### 27.6 Legal Status of Provided Bank Documents

27.6.1 The Bank cannot guarantee that electronically provided bank documents can be used as evidence when dealing with domestic and foreign authorities. The use of electronically provided bank documents is at the Client's own risk. Copies of electronically provided bank documents are generally regarded as original documents. Therefore it is imperative that electronically provided bank documents are kept in their original electronic and unmodified form. The saving thereof with an unsuitable or outdated software may have the consequence of illegible electronic bank statements. The Bank advises that the latest version of software recommended by the Bank for the display of electronic bank documents is used.

27.6.2 The Bank cautions the Client that any authority (e.g. tax authorities) can ask him to provide them with originals or copies of bank documents.

27.6.3 The Client acknowledges, that single electronic bank statements are accessible to him for two years after they have been created and after this period of time they are no longer accessible electronically. Therefore the Bank recommends saving electronic bank statements on suitable media (e.g. via download from E-Banking).

#### 27.7 Deactivation

The client may instruct the Bank at any time to send him and/or his authorised Users bank statements of one or several banking transactions in paper form again. Accordingly the Bank will then provide the User with bank statements in paper form within an appropriate period of time. The Client acknowledges that the documents already made accessible to the User electronically are deemed as received.

#### 27.8 Conditions/Costs

The ordering of additional bank documents in paper or electronic form is against an additional fee. The prices for these services of the Bank are according to separate price lists, which can be obtained at any

time. The Bank reserves the right to amend the price lists at any time due to changing conditions of the market or other practical reasons. Amendments are made in good faith and will be communicated to the Client in advance in an appropriate manner.

### 28 Amendments

The Bank reserves the right to amend these terms at any time. Amendments will be announced to the Client and his authorised Users accordingly and within 30 days after notification without contradiction they are regarded as approved.

### 29 Modifications of the Agreement

The Bank reserves the right to adjust these General Conditions and the Safe Custody Regulations at any time. The Client will be informed by circular letter or any other suitable manner and shall be deemed to have been accepted unless an objection is lodged within one month.

### 30 Termination of the Business Relationship

The Bank shall reserve the right to cancel existing business relations with immediate effect, in particular promised or utilised loans or credit lines, in which case any possible claims shall become due for repayment immediately. The Client shall also have the right to terminate the business relationship at any time at his discretion. This shall be subject to the reservation of any agreements in writing to the contrary.

### 31 Dormant assets

The Client shall be responsible for ensuring that all changes of address or name (e.g. through marriage) are notified to the Bank and that contact with the Bank is maintained, even in the event of the death of the accountholder. If contact is nevertheless broken off, the Bank shall endeavor to restore contact subject to the relevant legal and regulatory requirements, even in the event that the Client has given explicit instructions not to contact him. Agreed charges and fees shall continue to be levied on dormant accounts. The Bank may additionally levy a special charge for the measures taken to restore contact and arrange for reimbursement by the Client of all its expenses.

### 32 Bankruptcy or incapacity

As a rule, the business relationship between the Client and the Bank shall be concluded for an indefinite period and shall not lapse in the case of the death, declaration of disappearance, incapacity to act or bankruptcy of the Client, but shall pass to his legal successor or legal representative. The business relationship will remain effective until cancelled by written notice to the Bank.

### 33 Applicable law, Jurisdiction

**All the Client's legal relations with the Bank shall be exclusively subject to Swiss Law in accordance with the provisions of the convention on the law applicable to certain rights in respect of securities held with an intermediary of 5 July 2006 (Hague Securities Convention). The place of performance, the place of collection for Clients with a foreign place of residence, and the sole legal venue for all proceedings shall be Zurich. The Bank shall also have the right to sue the Client before any other court with jurisdiction or at any other permissible place of collection at home and abroad. In such a case, Swiss Law shall also be applied.**