

## Agreement for the use of E-services

Reference number: \_\_\_\_\_

### The Client

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Personal details:       Mr                       Mrs                       Company       External Asset manager  
(as representative of his asset management clients)

Company (for clients with numbered accounts: only give number)

\_\_\_\_\_

Last name (for clients with numbered accounts: only give number)    First Name

\_\_\_\_\_

Mobile number:

\_\_\_\_\_

**hereby applies to use the basic E-services provided by Bank Sarasin & Co. Ltd (hereinafter referred to as “the Bank”) for all existing and future accounts/deposit accounts under the reference number appearing above. These basic services may include portfolio overviews, account and deposit account overviews, account and deposit account movements, market information (with a time delay), performance data, asset allocation, and notifications and messages.**

**Choice of E-services access (only for individual clients: access for authorised company users requires the form ‘Authorisation to use E-Services’):**

- The client requires new authentication features for the current Agreement for the use of E-Services. The following authentication procedure is requested (if neither of the following options is selected, access will be by SMS log-in):
  - Token
  - SMS log-in
- The client does not require authentication features for the current Agreement for the use of E-Services. Only the client’s legally appointed authorised representative(s) may use E-services.
- The client already has the relevant authentication features for the use of E-Services and would like these authentication features also to apply to this Agreement for the use of E-Services.

User ID:

\_\_\_\_\_

The Bank reserves the right to offer additional fee-based services at its sole discretion, such as trading functions, payment transactions and electronic delivery of bank documents. The use of such additional services may be conditional upon the conclusion by the client of separate supplementary agreements to this “Agreement for the use of E-Services”. As soon as such supplementary facilities become available, the Bank will advise the Client accordingly by post, E-mail or any other medium it deems suitable, explaining how the client should apply to use these services. The client and the Bank agree that any additional agreements relating to such additional services that come on line (where necessary) or other contractual amendments can also be concluded by the client applying for authorisation himself electronically, rather than by written agreements.

When using the services, the identification of the client or his/her authorised representative will not be through the Bank checking the appropriate signature, but through self-legitimation by the client or his/her authorised representative. This process will be performed with the use of electronic tools as specified in the conditions for the use of the Bank’s E-services. The Bank may introduce further technical security systems for E-services (e.g. transaction signature, etc.) at its discretion.

In principle, collective signing is not possible for the Bank’s E-services. Therefore the account holders of a collective or joint account, companies with collective signing arrangements and companies with several sets of authentication features declare that self-legitimation, and subsequently all legal actions undertaken in E-services, may also be legally performed by any single signatory in relation to the Bank. However, the Bank reserves the right to allow orders to be executed by means of collective signing for certain additional services.

Either the client or his authorised representatives or heirs as well as the Bank can terminate this agreement at any time. Cancellation must be confirmed in writing and must be forwarded to the branch where the client's account/deposit account is held.

The Bank's General Terms and Conditions (incl. the Safe Custody Regulations and Metal Account Regulations) form an integral part of this Agreement. The Client received a copy of these conditions when opening an account with the Bank, and has noted and accepted all the contents thereof. In addition, the Client confirms that he has received a copy of the Bank's "Conditions for the use of E-services", which form an integral part of this agreement, and has noted and accepted all the contents thereof.

### The following also applies to external asset managers:

External asset managers who conclude this agreement and any supplementary agreements, where offered by the Bank, for their own accounts/deposit accounts with the Bank are treated as clients of the Bank in the sense of the "Conditions for the use of E-services".

External asset managers who conclude this agreement and any supplementary agreements, where offered by the Bank, in the name of and for the account of their customers are treated as authorised representatives in dealings with the Bank in the sense of the "Conditions for the use of E-services". In this case they confirm that they agree to be bound by all the conditions for authorised representatives. Before E-services are activated for the accounts/deposit accounts of their clients, they must attach to this agreement a separate list of names and client reference numbers for the accounts they manage. The submission of a **separate list** to the Bank and the asset manager's single signature on the current agreement and any supplementary agreements, where offered by the Bank, constitutes the conclusion of an "Agreement for the use of E-services" and any supplementary agreements in the name of and for the account of all the asset management clients included on the separate list attached. In the case of subsequent changes, all that is required to conclude a contractual agreement is to add the name of any new asset management client to the list, along with the client reference number, while deleting a name from the list terminates the agreement. In both cases, the external asset manager must inform the Bank of these additions/removals in writing, and the Bank will make the necessary changes to the separate list. External asset managers hereby undertake to provide every client for whom they conclude this type of agreement with a copy of the Bank's "Conditions for the use of E-services".

It should be expressly noted that payment transaction services in E-Services will not be provided to external asset managers for accounts of their asset management clients.

External asset managers who have concluded this agreement and any supplementary agreements, where offered by the Bank, for themselves and also their clients are treated as clients of the Bank in the first case, and in the second case as authorised representatives in the sense of the "Conditions for the use of E-services".

### Applicable law and jurisdiction

All legal relationships between the client and the Bank shall be governed by **Swiss law**. The place of performance of all obligations, the place for debt collection procedures against clients domiciled abroad and the **place of jurisdiction** for all proceedings shall be Basel or the place in which the branch of the Bank is located with which the business relationship exists. The Bank is also entitled to bring proceedings against a client at his place of domicile or in any other competent jurisdiction.

Place/date:

Client's signature:

Place/date:

Signatures of all other account holders in the case of a collective or joint account:

Received on:	<input type="checkbox"/> by hand	<input type="checkbox"/> by mail
Approved:	Location:	