

Conditions for the use of E-services

1. Services offered

- 1.1 The term E-services refers to the E-banking services provided by Bank Sarasin & Co. Ltd (hereinafter referred to as "the Bank").
- 1.2 The current service offering and scale of charges for E-services together with any additions and amendments are included in the Bank's website or they will be notified in an alternative form to client. The Bank's client advisors can provide additional information or answer any queries. The same applies in relation to investment instruments or asset management.

2. Access to E-services

- 2.1 Technical access by the client or his authorised representative to the E-services is via the Internet through an Internet service provider selected by the client or authorised representative and special browser software that the client or authorised representative acquires independently from third parties.
- 2.2 Access to E-services is protected by four security levels with self-identification, either with a token (e.g. ActivCard) or by SMS log-in:

To access the Bank's E-services, the user must identify himself by entering the following:

a) Access with a token (e.g. ActivCard):

- user ID assigned by the Bank to the client or his authorised representative (1st security level);
- password assigned by the Bank to the client or his authorised representative (2nd security level);
- PIN code: entry of PIN code on the token (3rd security level);
- Token: entry of the transaction number regenerated by the card every minute (4th security level).

b) Access by SMS log-in:

- user ID assigned by the Bank to the client or his authorised representative (1st security level);
- password assigned by the Bank to the client or his authorised representative (2nd security level);
- entry of PIN code of the mobile phone of the client or his authorised representative (3rd security level);
- entry of transaction number (log-in) generated by the E-services system and sent to the mobile phone of the client or his authorised representative by SMS (4th security level);

The Bank has full discretion at any time to add additional authentication procedures for access to E-services or change or cancel existing authentication procedures. The Bank specifically reserves the right to switch the authentication procedure for clients or authorised representatives with tokens to SMS log-in and vice-versa. Any changes to authentication procedures shall be communicated to the client or his authorised representative in an appropriate manner.

- 2.3 The client or his authorised representative is required to change the password issued by the Bank immediately upon receipt and subsequently to change the password on a regular basis.
- 2.4 Any user identifying himself correctly as described in 2.2 (self-identification) is entitled to use the Bank's E-services. Consequently, the Bank may then allow him to make enquiries regarding or to have disposal of the accounts/custody accounts specified in the Agreement for the use of E-services (including stock exchange and electronic payment transactions), and the Bank may accept orders and messages from him (for details on e-mail, see 11.1 and for messages via E-services mailboxes see 11.2). This is possible without further authentication of his entitlement and irrespective of the internal legal relationship between the client and his authorised representative and irrespective of any different commercial register entries, publications or arrangements made in the Bank's signatory documents. The Bank does not check the matter of internal user entitlement for companies with one or more sets of identification features. In principle, no agreement is possible with the Bank to provide access to or the use of E-services exclusively through authentication of two or more users (e.g. "dual signature"). However, the Bank reserves the right to allow orders to be executed by means of collective authorisation for individual additional services.
- 2.5 In order to protect the client, the Bank is entitled at any time, and without giving reasons, to refuse to issue information and to refuse to accept or execute instructions, orders and messages submitted through the E-services and to insist that the client or his authorised representative provide a different form of authentication (by signature or by personal visit).
- 2.6 The client unconditionally accepts all transactions booked to the accounts/custody accounts specified in the Agreement for the use of E-services, provided they have been executed with the authentication features of the client or his authorised representative. Likewise, all instructions, orders and messages received by the Bank through use of E-services are deemed to have been composed and authorised by the client or his authorised representative.
- 2.7 The Bank may use its discretion in introducing additional technical security systems related to the use of E-Services or individual E-Services.

3. Stock market orders (Trading)

- 3.1 The client or his authorised representative acknowledges that in some cases the stock market orders he places via E-services may not be executed immediately or around the clock but depend amongst other things on the hours/days of trading of the relevant stock market and on holiday arrangements/working hours of the branch that handles the account and/or the office that processes the transaction. The client or his authorised representative also acknowledges that if problems occur, the Bank's trading department will only be available to offer support during normal opening hours and on days on which the SWX Swiss Exchange is trading.
- 3.2 It is at the Bank's sole discretion which stock exchanges and which securities are offered to the client or his authorised representative within E-Services Trading.
- 3.3 The Bank does not accept any liability for stock market orders not executed or which are not executed on time or for any losses (especially losses resulting from share price fluctuations) provided it has exercised due care. It is only liable in cases of gross negligence.
- 3.4 When the client or his authorised representative places stock market orders, he acknowledges the applicable norms (stock market laws, ordinances, regulations, practices, etc.) as binding and undertakes to comply with them.
- 3.5 The Bank is entitled to reject or cancel stock market orders placed by the client or his authorised representative if they fail to comply with the applicable norms (stock market laws, ordinances, regulations, practices, etc.). The Bank is further entitled to reject or cancel stock market orders placed by the client or his authorised representative if there are insufficient funds in the client's corresponding settlement account, or if the execution of the stock market order runs counter to the letter and spirit of an existing pledge or a block on assets.
- 3.6 The attention of the client or his authorised representative is called to the relevant brochure "Special Risks in Securities Trading" and to the risk information provided in the E-services which form an integral part of these conditions, and which are to be consulted by the client and his authorised representative. The client and his authorised representative confirm that they are familiar with the customs and practices of stock market trading, in particular the structures and risks of the individual types of securities transactions.
- 3.7 The attention of the client or his authorised representative is called to the fact that in the case of a partial execution of trading orders, increased stock exchange fees and commissions may accrue (e.g. because of minimum tariffs).
- 3.8 The client or his authorised representative acknowledges that no one-to-one advice will be given by the Bank in respect of any securities transactions.

4. Payment transactions / transaction signature

4.1 Payment transactions

The Bank reserves the right to decline at its discretion payment transactions submitted using E-Services (e.g. if there are insufficient funds or if the credit limit would be exceeded). Furthermore, the Bank reserves the right to delete from its E-Services System those payment orders for which a second authorisation is still missing after a period of time determined by the Bank. The Bank accepts no responsibility for the delayed execution or non-execution of payment transactions and losses, provided it has exercised due care. The Bank assumes responsibility only in cases of gross negligence.

The client acknowledges that authorised payment orders in E-Services can only be deleted on a limited basis.

The Bank may charge a separate fee for the payment transaction services provided via E-Services.

Payment transaction services in E-Services will not be provided to external asset managers for accounts of their asset management clients.

In providing payment transactions services as part of E-Services, the Bank may decide to offer the additional functionality "**confidential payments**" and to process these payments in line with conditions determined specially by the Bank. The following regulations apply in particular:

- Confidential payments can only be entered and/or authorised by clients or authorised representatives who have the relevant additional authorisation;
- Confidential payments will be listed on the client's physical contract notes without details of the payment entered;
- Details on the executed confidential payments can only be viewed in E-Services by clients or the authorised representatives who have the relevant additional authorisation.

The client or his authorised representative should expressly note that the special processing conditions for confidential payments only apply to payments processed via E-Services. Furthermore, the right of an authorised representative with a standard authorisation to request information on confidential payments is unrestricted.

4.2 Transaction signature

The Bank may require the payment orders to be authorised by means of a transaction signature as an additional security measure for payment transactions. As part of the authorisation process, in such cases the client or his authorised representative will be informed of the content of a payment order interactively by SMS and be requested to confirm the execution of this order using an authorisation code.

The Bank may use its discretion in deciding when to introduce the transaction signature.

The Bank may also use its discretion in determining the regulations governing the use of the transaction signature. In particular, it reserves the right to require the transaction signature for certain payment orders and may authorise the client or his authorised representative to make changes to these regulations, either individually or in their entirety, governing the use of the transaction signature. Any losses resulting from changes to the regulations made by the client or his authorised representative will be borne in their entirety by the client.

The Bank may charge a separate fee for the transaction signature provided via E-Services.

5. Electronic delivery of bank documents

- 5.1 The Bank reserves the right to provide the client and at the Bank's free discretion simultaneously or at a later time his authorised representative with bank documents by electronic means, either exclusively or in addition to normal dispatch by post. If this service is provided in the future, the following conditions shall apply.
- 5.2 As soon as the service of exclusively electronic provision of bank documents is available, the Bank shall announce this to the client by written or electronic means or another method which it deems suitable and also inform the client about the way he can use this new service.
- 5.3 Within the framework of the service of electronic provision of bank documents, the Bank shall send to the client and his authorised representatives certain bank documents for all accounts and custody accounts included in the Agreement for the use of E-services by sending them in electronic form, instead of paper form, to the mailbox of the client or his authorised representative within the E-services. The client notes that all E-services users who have entitlement relating to the above accounts and custody accounts (including authorised representatives) are able to access the electronic bank documents. A list of the categories of bank documents provided by the Bank electronically via E-services can be requested from your CRM. The Bank expressly reserves the right, at its free discretion, to switch further documents that are currently sent in paper form to electronic service.
- 5.4 The client hereby expressly acknowledges that the Bank fulfils in particular its duties of notification and accountability by electronic service of bank documents in its E-services mailboxes.
- 5.5 Electronic dispatch of bank documents is done in PDF format (expressly subject to change). The client is responsible for installing the corresponding software required to display the documents.
- 5.6 The bank documents provided electronically are deemed to have been delivered to the client, irrespective of any subsequent additional dispatch by post, within the meaning of the General Terms and Conditions of the Bank at the time when they are made available within the E-services environment and can be accessed by the client or his authorised representative. This applies even if the client himself has no E-services access and consequently has no knowledge of the bank documents sent electronically or if the client or his authorised representative do not or cannot access the bank documents that are provided electronically. The periods for making complaints in accordance with section 5 of the General Terms and Conditions of the Bank also commence at the time of availability of the electronic documents.
- 5.7 The Bank accepts no liability for losses due to bank documents provided electronically not having been accessed at the right time. This applies in particular for notification of direct debit charges with the right of objection.
- 5.8 Electronic bank documents are available for downloading within E-services for 12 months. They are then deleted. The deletion is carried out irrespective of above periods in the case of termination of the account and/or custody account for which the electronic service of documents is effected or upon cancellation of the Agreement for the use of E-services. It is the responsibility of the client or his authorised representative to access the documents beforehand if necessary and to save them. The Bank accepts no liability for losses caused by deletion of documents.
- 5.9 If necessary bank documents provided electronically may subsequently be requested in hardcopy against payment of a fee.
- 5.10 The Bank is entitled to send the bank documents scheduled for exclusively electronic service either additionally or exclusively in paper form by post to the client's domicile address last notified to the Bank, if the Bank considers this, at their own free discretion, appropriate for objective reasons (primarily for the protection of the client). The Bank accepts no liability for loss resulting from postal dispatch.
- 5.11 The electronic bank documents have the same periodicity as bank documents hitherto dispatched by postal service. Modification of this periodicity within the E-services is not possible.
- 5.12 The Bank can provide no guarantee that bank documents accessed electronically and subsequently printed out meet the standards of proof required in court or other administrative proceedings (e.g. tax assessment procedure).
- 5.13 With the issue of the order for exclusively electronic dispatch, the existing instructions for dispatch or retention are cancelled with regard to the bank documents in question. This also applies for dispatch or retention instructions relating to third parties who have no access via E-services to bank documents made available electronically. In the case of any new issue in the future of dispatch or retention instructions, the client declares his agreement that the order for exclusively electronic service of bank documents will be deleted automatically.
- 5.14 The electronic service of bank documents (exclusively or in addition to normal dispatch by post) may be cancelled by the client or by the Bank in writing at any time without stating reasons. The cancellation then also applies for service to all authorised representatives. In the case of cancellation of the exclusively electronic service, then in the absence of any instructions to the contrary, from the time of the cancellation all documents shall be sent only to the client at his last domicile address notified to the Bank.

6. Duty of care of the client or his authorised representative

- 6.1 The client and his authorised representative are obliged to keep secret all the personal identification details (see 2.2) and to prevent them from being misused by unauthorised persons. In particular, after changing the password, the client or his representative must not write down the password or store it in an unprotected form on the client's or authorised representative's computer. Furthermore, the password and user ID should not be codes that are easy to guess (e.g. dates of birth, phone numbers etc.). Individual identification details must be kept separate from each other. The client bears all risks deriving from the disclosure or use (including misuse and illegal use) of his own identification details or those of his authorised representative. The Bank does not accept any liability in this respect.
- 6.2 The duty to keep identification details secret applies to each individual authorised representative. The client is therefore also liable for any losses resulting from authorised representatives misusing the identification details of other authorised representatives.
- 6.3 If there is any reason to suspect that unauthorised third parties may have discovered an identification detail of the client or his authorised representative, the relevant identification detail must be changed, the Bank must be informed immediately and if necessary the client must bar access to E-services or request the Bank to bar access (see 9).
- 6.4 The client and his authorised representative must notify any card loss (token loss) to the Bank immediately, and must also arrange for access to be barred as soon as possible in accordance with 9.2. Requests to issue replacement cards, including replacements for authorised representatives, to the branch where the account/custody account is held may only be submitted by the client, not by his authorised representative.
- 6.5 Users who lose their mobile phone must inform the Bank promptly and arrange for their service provider to block it immediately.
- 6.6 The client or his authorised representative must check all data they enter and the confirmations from the E-services system to ensure they are complete and accurate. Responsibility for data sent by the client or his authorised representative remains with the client until confirmation is received from the Bank's E-services system.
- 6.7 The client or his authorised representative must minimise security risks associated with the use of the Internet or mobile phone network (e.g. viruses, unauthorised access by third parties, etc.) by use of suitable protection mechanisms (in particular anti-virus programs with active updates, a secure firewall, a high security level on the used internet browser and an operating system with current service packs applied).
- 6.8 If the client or his authorised representative has issued an order (e.g. payment order, stock market order etc.) to the Bank by electronic means and after issuing the order the client or his authorised representative is able to ascertain that the order has not been executed or has not been executed correctly by the Bank, the client or his authorised representative is required to raise a corresponding query with the Bank immediately.

7. Scope of the liability of the Bank and its employees (hereinafter referred to as 'the Bank')

- 7.1 The Bank does not guarantee in any way the accuracy and completeness of the data transmitted via its E-services. In particular, details of accounts and custody accounts (balances, statements, transactions, etc.) as well as any generally available information such as stock market and currency prices are not binding. E-services data does not constitute a binding offer unless it is explicitly designated as such.
- 7.2 The Bank accepts no liability for orders that it fails to carry out or does not carry out in time and for any losses as a consequence thereof except in the case of gross negligence.
- 7.3 The Bank accepts no liability for losses suffered by clients or their authorised representatives as a result of their failure to meet their contractual obligations towards third parties or for direct, indirect or consequential losses such as loss of earnings or third-party claims.
- 7.4 E-services traffic runs via an open network, the Internet, which uses public telecommunication channels without any special protection. The Bank accepts no liability for losses resulting from the use of the Internet. In particular the Bank accepts no liability for losses suffered by the client or his authorised representative as a result of transmission errors, technical faults, malfunctions, illegal intrusion into network equipment, network overload, malicious blocking of electronic access by third parties, Internet malfunctions, interruptions or other shortcomings on the part of network operators.
- 7.5 The Bank does not accept liability for the consequences of malfunctions or interruptions, in particular in processing, in the Bank's E-services operation (e.g. caused by illegal hacking into the Bank's system), except in the case of gross negligence.
- 7.6 The Bank also accepts no liability for any software supplied by it (e.g. on diskette/CD or via download) or for any consequences that result from or during the transportation of the software via the network (e.g. Internet).
- 7.7 If the Bank discovers security risks, it reserves the right to suspend its E-services temporarily at any time in order to protect the client until these risks are eliminated. The Bank is likewise entitled to interrupt the relevant services for maintenance works. The Bank does not accept liability for any losses arising from such interruptions.
- 7.8 In the case of slight negligence the Bank does not accept liability for losses caused by its auxiliary staff in the performance of their work.

- 7.9 The Bank is entitled to engage specialists to optimise the E-services it offers. In this case it undertakes only to exercise due care in selecting and instructing third parties who are otherwise bound by Swiss banking secrecy.
- 7.10 The Bank does not accept any responsibility for the computer of the client or his authorised representative, technical access to the E-services or for the software required for it. The client or his authorised representative note in particular that the Bank does not sell the software required to use the E-services.

8. Security

- 8.1 In order to protect the client, a multi-level security system has been developed which uses amongst other things an encryption procedure customary in the banking business. As in most cases, however, absolute security cannot be guaranteed: the client's or authorised representative's computer, the provider's computers and the public networks are part of the E-services system and may become a weak point in the system since they are outside the Bank's control.
- 8.2 The client or his authorised representative acknowledges the following additional risks, for which the Bank cannot accept any liability:
- Insufficient knowledge of the system on the part of the client or his authorised representative and inadequate security measures on the computer of the client or his authorised representative may make it easier for unauthorised parties to enter the system (e.g. inadequately protected storage of data on the hard disk, file transfers, residual screen images etc.). It is the responsibility of the client or his authorised representative to obtain information about the necessary security measures.
 - **It is impossible to exclude the possibility of traffic monitoring by network operators (e.g. Internet service providers); this means a network operator may be able to track when the client or an authorised representative (including external asset managers) have made contact with whom.**
 - There is a latent risk that a third party may gain access to the computer of the client or his authorised representative without being detected while they are using E-services (e.g. Java or ActiveX application).
 - When using a public network (e.g. the Internet) there is a danger that viruses or other harmful programs (e.g. Trojans or spyware) may infect the end user's computer if the computer is connected to the Internet. Virus-scanning programs with active updates, a secure firewall, a high security level on the used internet browser and an operating system with current service packs applied may support the client or his authorised representative in their security measures.
 - It is important that the client or his authorised representative only work with software from trustworthy sources.
 - The availability of the Internet or mobile phone network cannot be guaranteed. In particular it is possible that transmission errors, technical faults, malfunctions, illegal intrusion into network equipment, network overload, malicious blocking of electronic access by third parties, interruptions or other shortcomings on the part of network operators may occur.
 - Data downloaded by the client or his authorised representative while using E-services (e.g. customer data such as overviews of accounts/custody accounts) are automatically placed in temporary storage by the client's or authorised representative's browser software on the client's or authorised representative's computer (temporary Internet files/cache). At the same time the client's or authorised representative's browser software stores all the Internet addresses (history) accessed by the client or his authorised representative. This can enable a third party who gains access to the client's or authorised user's computer to access client data and draw conclusions about an existing banking relationship. The Bank therefore recommends that the cache and history be cleared at the end of every use of E-services and to restart the internet browser before every E-services session.
 - Client data exported from E-services into other programs (e.g. Excel, Word etc.) by the client or his authorised representative or filed electronic bank documents will be filed unprotected on the computer terminal if the client or his authorised representative fail to take any further precautions. This may enable a third party gaining access to the computer terminal of the client or his authorised representative to access client data and to make inferences regarding an existing banking relationship.
- 8.3 When using E-services, cookies (strings of information sent by a website and stored on the user's computer) will be temporarily stored or accessed on the client's or authorised representative's computer. In this way the Bank is able to provide navigation shortcuts for the benefit of the client or his authorised representative. Only a minimum of information will be stored in the cookies created by the Bank. By modifying the Internet browser settings it is possible to prevent cookies being placed on a computer. Depending on the browser settings selected, it is possible that blocked cookies may reduce the functionality of E-services or prevent access to them. The Bank accepts no liability for such restriction.

9. Barring access

- 9.1 The client can bar his own access and that of his authorised representative to the Bank's E-services, while the authorised representative can only bar his own access. A request for access to be barred can only be made during normal business hours and only to the branch where the account/custody account is held and it should be confirmed to the Bank in writing immediately thereafter.

9.2 In addition, the client or his authorised representative may bar their own access within the Bank's E-services.

9.3 Bars can be cancelled upon request by the client at the branch where the account/custody account is held. The request should be submitted or confirmed in writing. Authorised representatives can only remove bars they have placed themselves on their own access.

9.4 The Bank is entitled to bar the client and/or one or all of his authorised representatives from accessing individual services or all services at any time without stating reasons or prior notice if in their opinion this is appropriate under the circumstances (primarily to protect the client). The Bank accepts no liability for losses resulting from such a bar.

10. Banking secrecy

10.1 General

Users should note that Swiss banking secrecy laws apply only to data stored within Switzerland.

10.2 E-services

The client also notes that data is transported amongst other things via an open network that is accessible to the public (e.g. the Internet and/or mobile phone network). This also applies to data sent by e-mail or SMS. Consequently, data is frequently transmitted across borders without controls. This can even happen with a data transfer where the sender and recipient are situated in Switzerland.

With the exception of e-mail and SMS, individual data is transmitted in encrypted format. However, the sender and recipient are identifiable. They can be seen by third parties. It is therefore possible for a third party to draw conclusions about an existing banking relationship. The same applies to external asset managers but not with regard to the bank relationship of their asset management clients provided the latter do not operate their own computer and only the external asset manager uses his computer.

11. E-mail and SMS / Messages

11.1 E-mails and SMS

The transmission of e-mails and SMS via public networks (e.g. the Internet) is done unencrypted and they may be intercepted, read and altered by third parties. This also applies for e-mails and SMS which are deployed in the use of E-services of the Bank (including SMS for log-in and transaction signing). Subject to any separate agreements, messages and orders by e-mail and SMS are not binding for the Bank for reasons of security. The Bank never accepts liability for losses incurred from the use of e-mail and SMS. Although the SMS services are provided by the Bank free of charge, costs for provision of SMS may be charged to the client or his authorised representative by their mobile provider for SMS service. The Bank excludes liability for these costs.

The Bank is authorised but not obliged to reply by e-mail to e-mails from the client or his authorised representative.

The Bank cannot provide any guarantee that the information and notifications sent by e-mail or SMS at the request of the client or his authorised representative will be received by the client or authorised representative or that they will arrive at the right time.

Payment instructions may not be submitted by e-mail and SMS. The Bank does not accept liability for any losses resulting from non-execution of such payment instructions.

11.2 Messages via the E-services mailbox

In addition to the e-mail message channel, every E-services user is provided with a mailbox within E-services in which messages can be received from the Bank and sent to the Bank. These messages are sent encrypted. Sending or accessing these messages requires a successful identification check of the user with the user's personal E-services identification details.

A message from the Bank to the client or authorised representative is deemed to have been received when it is available for downloading from his mailbox. The client or authorised representative is responsible for taking note in good time of the message addressed to him. The client or authorised representative has the option of being notified by e-mail or SMS of the arrival of a new message. Such information is sent unencrypted via public networks and therefore provides no protection of confidentiality. Furthermore, the Bank cannot accept responsibility for notifications reaching the client or authorised representative or for them arriving in time.

Messages or instructions sent to the Bank are checked, replied to or processed within the framework of the existing business processes during normal business hours on bank working days. They do not have priority for processing. On the basis of the self-identification which takes place, the Bank may assume that instructions which it receives via E-services messages have come from the client or his authorised representative and may execute the instructions. However, no messages or instructions that are critical in terms of time or associated with a deadline (e.g. payment orders, stock exchange orders, cancellations of orders, credit card blocks etc. that are critical in terms of time) must be sent to the Bank via E-services messages. Authorised representatives may give instructions on the basis of the actual powers of attorney associated with the account/custody account. In the case of a specially designed account/custody account functionality, which provides for varying conditions for giving messages and orders (e.g. Private Label account/custody account), these shall take precedence over the provisions of 11.2.

The Bank is entitled, without prior announcement, to delete from the mailbox of the client or authorised representative messages that are older than 12 months or if a maximum storage space per user is exceeded. The deletion is carried out without regard to the above-mentioned periods in the case of termination of an account and/or custody account for which the messages are sent or if the Agreement for the use of E-services is cancelled. It is the responsibility of the client or authorised representative to download and save the messages beforehand. The Bank accepts no liability for losses caused by deletion of messages.

12. Conditions governing proxies

- 12.1 In this agreement, an authorised representative refers to someone who has been granted written authorisation to use E-Services. The authorisation remains in place unless it is expressly revoked.
- In principle, collective authorisation cannot be arranged with E-services. However, the Bank reserves the right to allow orders to be executed by means of collective authorisation for certain additional services.
- 12.2 Even if commercial register entries or other published documents specify otherwise, authorisation to use the Bank's E-services does not cease if the client dies, is declared missing, presumed dead, loses his capacity to act or is declared bankrupt. Following the death of the client, the authorised representative must act in the interests of the client's heirs, carrying out their instructions and being accountable to the client's heirs. The Bank reserves the right to make the authorised representative's capacity to act in legal matters dependent on the provision of inheritance-related documents and/or a written declaration of consent on the part of the client's heirs. Authorisation can be revoked at any time by the client, his legal representatives or legal heirs. Such revocation is to be addressed to the branch where the account/custody account is held. The revocation must be confirmed in writing.
- 12.3 Revocation of a standard authorisation does not automatically result in revocation of the authorisation to use the Bank's E-services; such authorisation must be explicitly revoked as specified by 12.2. Likewise, the revocation of authorisation to use the Bank's E-services does not automatically result in the revocation of the standard authorisation. However, the Bank reserves the right to make an authorisation for use of E-services dependent on the existence of a standard authorisation.**
- 12.4 External asset managers who conclude the Agreement for the use of E-services in the name of and for the account of their asset management clients count as authorised representatives when dealing with the Bank in the sense of these conditions. External asset managers who conclude the Agreement for the use of E-services in their own names count as clients in the sense of these conditions.
- 12.5 It is at the Bank's sole discretion whether it requires separate authorisations for additional functionalities made available via E-Services (e.g. trading and payment services). The provisions of 12.1 – 12.3 apply to these authorisations also and remain unaffected.

13. Foreign laws / import and export restrictions

- 13.1 The client or his authorised representative notes that use of the Bank's E-services whilst abroad may contravene the laws of a foreign country under certain circumstances. It is the responsibility of the client or his authorised representative to obtain information about these matters. The Bank does not accept any liability in this respect.
- 13.2 If the client or his authorised representative uses the Bank's E-services whilst abroad, he notes that there may be import and export restrictions relating to encryption algorithms that he may be in danger of contravening. It is the responsibility of the client or his authorised representative to obtain information relating to these matters. The Bank does not accept any liability in this respect.

14. Amendments to the contract

The Bank reserves the right to make amendments at any time to these conditions, its E-services and its scale of fees. Any such amendment will be notified to the client and his authorised representative by a suitable method and it is considered to be accepted by the client or his authorised representative unless a written objection is issued within one month of notification or in any case on the next occasion that the client or his authorised representative accesses the E-services.

15. Marketing

The client or his authorised representative agrees to the Bank processing client data or the data of his authorised representative for its own marketing purposes and, if applicable, exchanging this data with members of the SARASIN Group or the SARASIN Fund-Companies, some of which are located abroad. Bank Sarasin & Co. Ltd is subject to the regulations of Swiss banking secrecy.

16. Cancellation

The client, his representatives or his legal heirs or the Bank can terminate the Agreement for the use of E-services and the associated supplementary agreements at any time. Cancellation must be confirmed in writing. Cancellation must be addressed to the branch where the account/custody account is held.

17. Validity of other legal regulations

The validity of other provisions of law, in particular those governing the operation and use of telecommunications equipment and networks, is not affected by this agreement and they apply to the Bank's E-services as soon as they come into effect.

18. Severability

The invalidity, illegality or unenforceability of one or more clauses of these conditions does not affect the validity of the rest of the contract.

19. Applicable law and jurisdiction

All legal relationships between the client or his authorised representative and the Bank are governed by **Swiss law**. The place of performance and the place for debt collection for clients and authorised representatives domiciled outside Switzerland and the **place of jurisdiction** for all legal proceedings is **Basel or the location of the branch where the client holds his account** insofar as the Bank is a party to the action. The Bank is also entitled to bring proceedings against clients and authorised representatives in the courts where they are domiciled or where their registered offices are located or before any other competent court.

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