

Application to Use Online Banking and Receive Electronic Documents

For natural persons

- New application
 Change/addition to the existing agreement

1. Client's Personal Details

- Mr.
 Ms.

Last name

First name

Address of domicile: Street/No.

Postal code/Town or city

Date of birth

Country of domicile

2. Online Banking Access

I am a client of Credit Suisse (Switzerland) Ltd. (hereinafter referred to as the *Bank*) and would like to make **personal** use of (please select)

- Online Banking fully** for all current and future accounts / safekeeping accounts under my client number*
 or
 Online Banking for the following, **selected** accounts and safekeeping accounts under my client number:

Account/safekeeping account number

Example: 0123-456789-01-2

Access Authorization (check as appropriate)

Query only

For orders/transfers

_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

* By selecting *Online Banking fully*, all Pillar 3 pension accounts and Pillar 3 pension securities accounts in the name of the Credit Suisse Privilegia Pillar 3 pension foundation (hereinafter referred to as the *Foundation*) that are based on a pension agreement or agreements concluded by me with the Foundation, will be activated in Online Banking.

3. Authorization to Access Online Banking Services

To access Online Banking Services users must enter identification elements offered or accepted by the Bank (e.g. SMS procedure).

- I already have an Online Banking agreement and would like to integrate the new agreement into the existing one. I do not require an additional identification element for this purpose.

Existing Online Banking user ID: _____

To be completed by the Bank

Signature and stamp of Relationship Manager

07200

Client no. (CIF)

Identification element

4. Delivery of Electronic Documents

Once Online Banking is activated, the client will, in future, then only be able to access bank documents provided in electronic form (e.g. account statements and safekeeping account statements) electronically via Online Banking. Electronic delivery will be used for all options or accounts/safekeeping accounts selected under section 2 that have been activated for Online Banking. However, certain bank documents and statements may still be sent by mail to the client's most recent correspondence address, in particular if Online Banking and/or the e-document function are blocked for access or otherwise deactivated (see **Terms and Conditions for E-Documents**, section 5).

I do not wish to receive e-documents – I wish to be sent my bank statements in paper form.

5. General Provisions

In addition to the other provisions that govern my relationship with the Bank (General Conditions, Safe Custody Regulations, etc.) and form an integral part of this agreement, the enclosed **Terms and Conditions for Online Banking, as well as the Terms and Conditions for E-Documents** apply. These provisions also apply similarly for my relationship with the Foundation in the framework of this agreement. I confirm that I have received and noted these provisions. Any regulations governing fees will be set out in a separate document.

All legal relationships with the Bank are governed by Swiss law, to the exclusion of the conflict of law's provisions of Swiss private international law. I acknowledge that the **provisions governing jurisdiction in the Bank's General Terms and Conditions** also apply to this agreement.

This application will not be deemed officially accepted until the Bank has provided confirmation to this effect.

Note:

- If Online Banking and the e-document function are to be activated for **joint accounts and joint safekeeping accounts**, this application must be **signed by all clients concerned**.

The undersigned hereby certifies that the granting of the underlying signatory authority does not create a change in circumstances that affects the undersigned's FATCA status documented with the Bank. The undersigned additionally undertakes to notify the Bank in writing, within 30 calendar days, of any change to the information provided herein.

Place, date

Client's signature

X

To be completed by the Bank

Client no. (CIF)

Terms and Conditions for Online Banking

1 Access to Online Banking Services

1.1 Access to Online Banking services is granted only to persons having identified themselves with all the required identification elements, i.e. by entering

- their user ID,
- their personal password
(to be freely chosen in accordance with the Online Banking rules)

and the identification elements selected by the Client and/or all authorized persons (hereinafter referred to collectively as *Users*) and offered and accepted by Credit Suisse (Switzerland) Ltd. (hereinafter referred to as *the Bank*).

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

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

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

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

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

1.4 The Client accepts without reservation all transactions that are carried out via Online Banking using a User's identification elements in respect of their accounts/safe-

keeping accounts that are activated in Online Banking. Likewise, all instructions, orders, and communications received by the Bank in this way will be deemed entered and authorized by the Client or User.

2 Order Execution and Instructions

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

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

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

3 Client's Obligation to Exercise Due Diligence

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

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

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

4 Security with Online Banking / Exclusion of Bank Liability

4.1 Despite state-of-the-art security precautions, neither the Bank nor the Client is guaranteed absolute security. **The User's end-user device is part of the system, but**

it is outside the Bank's control and can become a weak link. Despite all of its security measures, the Bank cannot accept responsibility for the Client's end-user device, as this is not technically feasible (see para. 4.2 for details of risks).

4.2 The User acknowledges the following risks in particular:

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

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

4.4 The Bank offers no guarantee as to the accuracy and completeness of the Online Banking data that it makes available to the User. In particular, information regarding accounts and safekeeping accounts (balances, statements, transactions, etc.) and generally available information, such as stock market prices and foreign exchange rates, is considered non-binding. Online Banking data does not constitute a binding offer unless explicitly declared as such.

4.5 The Bank accepts no liability for losses incurred by the User as a result of transmission errors, technical defects, system overload, interruptions (including system-related

maintenance work), malfunctions, or illegal access or malicious blocking of telecommunications infrastructure and networks or owing to other inadequacies on the part of the telecommunications infrastructure and network operators.

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

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

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

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

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

5 Blocking Access

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

6 Banking Confidentiality

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

7 Foreign Legal Provisions/Import and Export Restrictions

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

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

8 Amendments to the Agreement

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

9 Marketing Purposes

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

10 Data Processing for Security Purposes

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

11 Notice of Termination

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

12 Provision for Statutory Regulations

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

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

13 Charges

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

Terms and Conditions for E-Documents

1 Reference to the Applicable Terms and Conditions for Online Banking

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

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

2 Subject of These Terms of Use

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

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

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

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

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

4 Time of Delivery

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

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

5 Blocking or Deactivation

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

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

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

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

6 Complaints from the User

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

7 Storage of Documents and Advices

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

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

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

8 Legal Status of Electronic Documents and Advices

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

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

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

9 Delivery in Hard Copy Reserved

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

10 Amendments to the Agreement

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

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