

TERMS OF BUSINESS

Contents

| | Page |
|--|------|
| 1 Private eBanking Terms of Business | 2 |
| 2 Definitions | 2 |
| 3 Configuration and use of the Private eBanking Service | 3 |
| 4 Eligible Accounts | 4 |
| 5 User Guide | 4 |
| 6 Security liability | 4 |
| 7 Authorised and accepted instructions | 6 |
| 8 Execution of instructions | 7 |
| 9 Joint Accounts | 8 |
| 10 Availability of the Private eBanking Service | 8 |
| 11 Protection principle for the Private eBanking Service | 9 |
| 12 Receiving and storing messages and notifications via Private eBanking | 9 |
| 13 Private eBanking Service liability | 10 |
| 14 Liability for unauthorised or improperly executed transactions | 10 |
| 15 Private eBanking Service termination | 11 |
| 16 Messages and Notifications | 12 |
| 17 Important information regarding the use of the Private eBanking Service | 12 |
| 18 Managing a third-party account via the Private eBanking Service | 13 |
| 19 Changes to Private eBanking Terms of Business | 14 |
| 20 Data protection | 14 |
| 21 Cookies | 14 |
| 22 Fees | 14 |
| 23 General provisions | 14 |
| 24 Mobile App usage | 15 |
| 25 Mobile App Services | 15 |
| 26 User obligations | 16 |
| 27 Suspension | 16 |
| 28 Termination | 16 |
| 29 Security obligations | 16 |
| 30 Support | 17 |
| 31 Data protection | 17 |

1 Private eBanking Terms of Business

This document, entitled *Private eBanking Terms of Business*, governs the private eBanking service provided by SOCIETE GENERALE Private Banking (Switzerland) SA to its clients.

The Private eBanking service is an electronic service that We make available to users via an internet connection to allow them to view authorised Accounts opened with Us and to give instructions to make certain banking transactions, inter alia.

Please note that these Private eBanking Terms of Business apply in conjunction with the 'Privacy and Cookie Policy', the 'Private eBanking Access Authorisation Form', any other conditions specified in the App and on the Private eBanking Website, as well as the SOCIETE GENERALE Private Banking (Switzerland) SA General Terms and Conditions with an Appendix entitled 'Information Notice on Client Data Processing and on Outsourcing'.

By opting for the Private eBanking Service, the Client authorises SOCIETE GENERALE Private Banking (Switzerland) SA to provide him or her with all written messages and notifications electronically via his or her Private eBanking Account. The Bank is thereby authorised to communicate banking documents relating to transactions or other contractual relations between the Client and the Bank, as well as general terms and conditions relating to existing business relationships. In this respect, these provisions concerning the terms and conditions for the delivery of banking and legal messages and notifications take precedence over, where applicable, any alternative provisions that may be provided for in the Bank's contracts or general terms and conditions.

In the event of any inconsistency between the Private eBanking Terms of Business and any of the documents referred to above, the Private eBanking Terms of Business shall prevail.

2 Definitions

Capitalised terms in these Private eBanking Terms of Business shall be understood in accordance with the following glossary:

'Mobile Device' refers to any telephone, tablet or similar mobile device allowing direct access to the Private eBanking Service by downloading an app intended for this purpose;

'Mobile App' refers specifically to the SOCIETE GENERALE Private Banking (Switzerland) SA app to be downloaded for direct access to the Private eBanking Service on a Mobile Device;

'Approval' and **'Approved'** refer to the acceptance of an Instruction upon verification and fulfilment of any prerequisites (e.g. obtaining the approval of the other holder of a joint account);

'Private eBanking Support' refers to the support provided by SOCIETE GENERALE Private Banking (Switzerland) SA for the Private eBanking Service, which is available via the contact telephone number provided on the Private eBanking Website and on the Mobile App;

'Client' refers to the account holder or, in the case of an account opened jointly by one or more other persons, the joint holder of a joint account;

'Security Codes' refers to the activation code and password, as amended, required to access the Private eBanking Service;

'Accounts' refers to accounts opened with SOCIETE GENERALE Private Banking (Switzerland) SA that are eligible for the Private eBanking Service;

'Mobile App Terms and Conditions' refers to the Mobile App terms and conditions;

'Private eBanking Access Authorisation Form' refers to the 'Private eBanking Access Authorisation Form', 'Private eBanking Access Authorisation Form - Additional Form', and/or 'Private eBanking Access Authorisation Form - change of Existing eBanking Contracts', if any, completed and signed by You and/or the User, and submitted for Our attention periodically;

'Fees' refers to all fees that You must pay in connection with Your use of the Private eBanking Service;

'Private eBanking Fee Schedule' refers to the fee schedule applicable to Private eBanking Fees;

'User Guide' refers to the document detailing the terms of use of the Private eBanking Services and support information;

'Normal Business Hours' means from 9 am to 6 pm CET on a Business Day;

'Instruction(s)' refers to payment instructions that the User may log via the Private eBanking Service in accordance with these Private eBanking Terms of Business;

'Business Days' refers to all bank business days, i.e. this excludes Saturdays, Sundays and public holidays in Geneva and Zurich;

'We' and **'Us'** refer to SOCIETE GENERALE Private Banking (Switzerland) SA;

'Our' and **'Ours'** are to be interpreted accordingly;

'Loss(es)' refers to losses, claims, liability, damage, costs and expenses, taxes, duties and levies, whether direct or indirect and regardless of the cause;

'Mobile App Services' refers to the Private eBanking Service available via the Mobile App;

'Private eBanking Service' refers to all online banking services offered by SOCIETE GENERALE Private Banking (Switzerland) SA provided for and governed by these Private eBanking Terms Conditions;

'Private eBanking Website' refers to Our Website dedicated to the provision of the Private eBanking Service that You may access by means of a specific URL address according to the terms of the User Guide;

'User System' refers to the computers and their app systems used by the User to access the Private eBanking Service;

'User' refers to the User Client or a third-party user, authorised according to the 'Private eBanking Access Authorisation Form' to access the Account(s) through the Private eBanking Service;

'Virus' or **'Malware'** refers to, but is not limited to, any malicious code, Trojan horse, worm or computer virus, ransomware, authorisation key or any other device that alters or may alter the Private eBanking Service;

'You' refers to the Client;

'Your' and **'Yours'** are to be interpreted accordingly.

PART A: Private eBanking Service Terms of Use

3 Configuration and use of the Private eBanking Service

(a) Use of the Private eBanking Service

- (i) In order to access the Private eBanking Service, You must first have an Account with Us that is eligible for this service. You must then subscribe and obtain access authorisation for You or for a third party in accordance with the subscription terms and conditions in force. Please contact Us to do this.
- (ii) Once the User has subscribed, Security Codes will be generated and made available to the User according to the terms described in the User Guide.

(b) Private eBanking Services

The User may use the Private eBanking Service for performing transactions and making searches as stipulated below.

Please note that this list is not exhaustive:

- viewing an Account balance;
- viewing Account transactions;
- making transfers between Accounts;
- making payment orders to a third party's bank account in Switzerland or outside Switzerland;
- configuring email or text message alerts and notifications;
- downloading Account and e-wallet statements,
- sharing Your screen with a SOCIETE GENERALE Private Banking (Switzerland) SA representative during a telephone conversation in respect of an Account (e.g. e-wallet).

Please note that, as indicated in the below Article 4, accounts that You hold with SOCIETE GENERALE Private Banking (Switzerland) SA may not (all) be eligible for the Private eBanking Service. Please contact Us for further information regarding this.

(c) Viewing Accounts, by joint account holders and/or by third parties

Provided that 'Private eBanking Access Authorisation Forms' have been duly signed by the authorised Client(s), Accounts may be configured for the Private eBanking Service in such a way as to allow joint

account holders and authorised third parties to view and manage them. Please refer to Article 18 below for more information.

(d) Cross-border operations

In accordance with Swiss cross-border regulations, We restrict access to Private Banking Services to residents of certain jurisdictions. It is therefore possible that a User may not be able to use the Private eBanking Services even if the Account is eligible for the Private eBanking Service under Article 4 below. In addition, We reserve the right to terminate access to the Private eBanking Service, at any time and without notice, to ensure regulatory compliance. Under no circumstances is the Private eBanking Service available for US citizens or residents.

4 Eligible Accounts

The Private eBanking Service may only be used in connection with certain types of bank Accounts opened with SOCIETE GENERALE Private Banking (Switzerland) SA. Upon request, We will inform You about Accounts, i.e. those opened with Us that are eligible.

By requesting subscription to the Private eBanking Service, You hereby agree that the User is granted access to the Accounts, including those that qualify as joint accounts for which You are one of the joint holders.

In addition, You may also be designated as a Private eBanking Service User on Accounts held by third party (joint) holders, pursuant to a valid subscription made on Your behalf via the Private eBanking Access Authorisation Form, in accordance with Article 18 below.

5 User Guide

You will be provided with a User Guide setting out how the Private eBanking Service works.

The User Guide will contain detailed information on how to access and use the Private eBanking Service. You must follow all instructions carefully.

The User Guide will provide You with information about the options and modes available for sharing a screen with a SOCIETE GENERALE Private Banking (Switzerland) SA representative when using the Private eBanking Service.

The User must read all notifications regarding the Private eBanking Service terms and conditions of access and use, and strictly abide by them.

6. Security liability

In order to prevent unauthorised persons from accessing information and giving Instructions regarding these Accounts, it is imperative that You strictly comply with the security procedures stipulated in this Article.

(a) General provisions

The User must never leave his or her computer or Mobile Device unattended, or allow anyone else access to these, when logged in to the Private eBanking Service.

The User must always ensure that, having used the Private eBanking Service, he or she logs out of his or her access session on the Private eBanking Website, and must ensure that the Private eBanking Service is not running in the background of his or her open session.

It is the User's responsibility to comply with all security measures relating to the use of his or her Mobile Device or computer and its operating system, as provided by their manufacturers and suppliers, including OS updates and other applications.

The User is solely liable for ensuring that the Private eBanking Service is used in accordance with the terms of these Private eBanking Terms of Business, including in relation to security. In the case of a third-party User, You are fully liable as You would be for Your own actions.

Please note that We do not monitor the User's compliance when using the Private eBanking Service, and We do not give a User any notice of his or her breach of these obligations.

It is the User's responsibility to comply with all requirements whose aim is to ensure secure usage of the Private eBanking Service, in particular those described in the User Guide and any other documentation that he or she is provided with in this regard.

(b) Security Codes

For identification purposes, the User will receive personal Security Codes, i.e. an activation code and a password that he or she will need to replace with his or her own strictly personal and confidential Security Codes.

If You have chosen to allow a third-party access to Your Accounts in accordance with Article 18 below, We will provide them with his or her own Security Codes for the Private eBanking Service.

(c) Use of Security Codes

With regard to the Security Codes:

- (i) the User is required to change these whenever required, and each Security Code must be different from the one used previously;
- (ii) when a new Security Code is chosen, it must consist of a combination of letters (lowercase and uppercase), numbers and original characters so that it may not be easily guessed by anyone who tries to access the Private eBanking Service by posing as the User (e.g. using all or part of the User's or a family member's birthday, the name or initials of one of their children, or part of their telephone number, is to be avoided);
- (iii) it is the User's responsibility to take all reasonable measures to ensure the confidentiality of his or her own Security Codes and to prevent any fraudulent usage;
- (iv) they must not be disclosed to anyone, in whole or in part; and
- (v) they must be stored in such a way that they cannot be identified by a third party as the means of accessing the Private eBanking Service.

If any part of the Security Code is provided in writing by us, it is the User's responsibility to read the notification and destroy it immediately afterwards.

(d) Fraudulent appropriation of the Security Codes

Any User who discovers that a third party has had or may have had knowledge of his or her Security Codes (even partially), is required to notify Us immediately to block access.

(e) Unauthorised transactions

Any User who has knowledge of any transaction on the Accounts (or on any one of them) that has not been validly authorised (in this case, it is possible that a third party knows the Security Codes), must notify Us immediately.

(f) Unauthorised access

- (i) The User must never allow anyone to use the Private eBanking Service on his or her behalf and with his or her Security Codes. Any third-party User receives Personal Security Codes that are different from those of the Client where applicable.
- (ii) The User must never leave the User System unattended when logged in to the Private eBanking Service.
- (iii) The User must never access the Private eBanking Service from a computer or mobile device that is not connected to a secure network. It is the User's responsibility to ensure that the network is secure and that no one other than the User is able to view or copy Your Security Codes or otherwise access the Private eBanking Service by trying to pose as the User. We shall not be liable for any Losses suffered or incurred as a result of failure to comply with Article 6(f)(iii). In addition, if the antivirus software is not up to date or if the User System and/or Mobile Device appears compromised (e.g. hacked), the User must take care not to use the Private eBanking Service, not to make any transactions and to notify Us immediately.
- (iv) The User is automatically logged out of the Private eBanking Service after a certain period of inactivity. The time period before being automatic logged out may be adjusted by the User according to the options available.

Any suspicion of unauthorised access to the User's Private eBanking Service must be reported to Us immediately by the User.

In all cases where immediate notice is required and the User has difficulty reaching Us (e.g. overloaded lines) or is unable to reach Us (e.g. outside Normal Business Hours), the User should contact Private eBanking Support using the methods described in the User Guide.

We may suspend User access to the Private eBanking Service if necessary. New Security Codes will be sent to allow the service to be reactivated.

7 Authorised and accepted instructions

(1) Relationship of authority

If Instructions are relayed to Us via the Private eBanking Service, You hereby understand and agree to the following:

- (a) If issued via a Mobile Device, use of the related Security Codes is sufficient to identify and authenticate the User in order to execute these instructions.
- (b) If issued via a computer, the use of Security Codes with a code instantly transmitted to the User's Mobile Device is sufficient to identify and authenticate the User for execution of the instructions (jointly, the 'PC Security Codes').
- (c) If the Account is held jointly with another person (joint ownership), it is the Private eBanking Access Authorisation Form relating to the Account that determines who is entitled to use the Private eBanking Service and be identified according to (a) and (b) above.
- (d) If the User is a third party authorised by You, the use of Security Codes or PC Security Codes is considered a sufficient method for the User's identification and authentication.

In other words, We are authorised to execute instructions emailed by this third-party User when he or she uses the Security Codes or Personal PC Security Codes that have been assigned to him or her, without obtaining any further confirmation whatsoever from You even if these instructions have not been issued by You, another joint holder or a third party authorised to use the Private eBanking Service in connection with Your Accounts.

In no circumstances shall We be liable to You for executing instructions made by a third-party User unless executing Instructions issued by a person who is acting outside the authority that You have granted via the Private eBanking Service Access Authorisation Form. Please note that You can grant different levels of authority to a third-party User. These different levels are detailed in the Private eBanking Service Access Authorisation Form, which You should read carefully;

- (e) We may perform certain verifications on transactions on Your Accounts as part of Our preventive measures against financial crime or in connection with sanctions or embargoes. As part of these verifications, We may ask You or the User to reconfirm a payment, and We will inform You accordingly. Our preventive measures against financial crime may result in delays in payment and, if necessary, We will only make a payment once We are satisfied that the required internal audits have been properly performed.

(2) Making payments

You may make different types of payments via the Private eBanking Service, including:

- internal transfers (within Our bank, from account to account),
- national/domestic external transfers (to a third-party bank in Switzerland),
- external international transfers (to a third-party bank, abroad),
- red payslips from the Swiss national postal service,
- orange payslips from the Swiss national postal service.

These payments are referred to below as '**Instructions**'.

Instructions are only accepted if submitting using the payment system specifically provided for this purpose on the Private eBanking Website and the Mobile App, to the exclusion of any other means provided as part of these secure connections including electronic mail.

As a consequence, the User understands and accepts, for example, that SOCIETE GENERALE Private Banking (Switzerland) SA may not act on any Instruction provided, executed or changed by means of a secure email on the eBanking Service.

Article 3 of the General Terms and Conditions applies to Instructions logged by the User, with the exception of the following:

- (i) Instructions will be accepted for processing on the same Business Day when issued before the deadline specified on the Mobile App or Private eBanking Website at the time when the order is placed. Consequently, if the User does not log his or her Instructions before the deadline, We cannot be held liable for any delays that occur in processing the Instruction.
- (ii) We may not be able to process or execute an international payment if there are payment restrictions such as sanctions relating to the currency used or the payment destination country. We may also be unable to approve or process the Instructions if the payee is suspected of financial crime.

- (iii) When the User selects a 'payment date', he or she determines the day on which his or her Instruction will be received by Us for processing. This day may not correspond to the day of Acceptance and/or its actual processing.
- (iv) If the User wishes to make a transaction in a foreign currency available via the Private eBanking Service, he or she must select the corresponding code when logging the Instruction. If You have any questions about this, please contact Us.

8 Execution of Instructions

Please read Article 3 of the General Terms and Conditions carefully to find out the terms under which We will execute the Instructions.

(a) Unauthorised overdrafts

The User hereby agrees not to use the Private eBanking Service to create an unauthorised overdraft on an Account. We may refuse any Instruction that could result in an unauthorised overdraft. It is the User's responsibility to ensure that no unauthorised overdrafts are created, recognising that it is not possible to rely solely on the Private eBanking Service to prevent these overdrafts. In particular, please note that cheques issued, foreign exchange transactions (FX) and any other payment Instructions from authorised Users on the same Account, for example, will not be processed automatically and may therefore only be accepted for processing after a certain period of time. Such transactions would therefore not be immediately reflected in the balance of the Accounts when Instructions are logged.

(b) Irrevocable payments

You hereby acknowledge and agree that upon receipt of the payment Instructions issued as part of the Private eBanking Service (in accordance with Article 7 above), We will be entitled to debit the Account for the payment amount and any Fees in connection with the Private eBanking Service for which You are liable to Us (or to third parties if applicable) as part of the transaction You have instructed Us to make.

You hereby acknowledge that once the Instruction has been issued via the Private eBanking Service by a User, it is irreversible and that We are under no obligation to take any action to revoke it, unless the Instruction issued is for a future payment date.

You hereby agree that We are under no obligation to accept any conditional or reversible Instruction that has been issued through the Private eBanking Service or that imposes a shorter execution time than that which is customary under good banking practice. After an Instruction has been logged, and only in the case of a payment to be made at a future date, You and/or the User may contact Us to cancel it. The cancellation request will be considered and executed insofar as is possible in accordance with the established rules and practices of the banking system. You will be held liable for and will accept responsibility for any costs that We incur and for any Losses that You may incur as a result.

(c) Changes to the Instructions

No User is permitted to use the email service or any other freeform message section of a specific Private eBanking Service online form to change, correct or cancel Instructions.

We are entitled to refuse to execute an Instruction when We reasonably believe that We have sufficient grounds to do so, including when We consider that the Instruction is ambiguous, suspicious, unclear, in conflict with a pre-existing Instruction or impossible to execute or likely to entail an unauthorised overdraft.

(d) Cancellation requests

If a User requests the cancellation of a standing order, it is his or her responsibility to inform the order's beneficiary about this cancellation and to agree on an alternative payment method.

Should a User request the cancellation of a standing order and this request has been issued after the cut-off time displayed on the payment screen, We may not be able to cancel the standing order payment if it is scheduled for the next Business Day. We cannot be held liable to You for the effective execution of the said payment.

The Private eBanking Service does not have any feature allowing the User to specify an execution time or an Instruction. Please contact Us if You have any requirements in this regard. Additional fees may be charged and debited from the Account if these special requests are granted.

9 Joint Accounts

Please refer to the Joint Account Agreement for the terms under which Instructions may be accepted for Joint Accounts.

As part of the Private eBanking Service, You hereby acknowledge and agree that, in accordance with any Account You hold jointly with another person, the User designated by one of the joint holders of the Joint Account is entitled to:

- (a) manage and issue Instructions relating to the Account through the Private eBanking Service;
The SOCIETE GENERALE Private Banking (Switzerland) SA General Terms and Conditions apply to this usage, regardless of whether or not You are a User of the Private eBanking Service in respect of the Account in question.
- (b) give Instructions through the Private eBanking Service;
In doing so, You authorise Us to execute Instructions made by any Account User independently of any other arrangement that would otherwise be applicable and permissible outside of Private eBanking (e.g. any provision stipulating that no Joint Account holder may issue an Instruction on his or her own initiative).
- (c) make a payment that requires two signatories, provided that the other joint holder of the Joint Account has also authorised Us to make the payment.

We shall not be liable for any delay in the processing and execution of a payment due to the fact that one or more of the Joint Account holders has not duly approved a payment requiring the authorisation of two signatories.

10 Availability of the Private eBanking Service

- (a) General availability

The Private eBanking Service is generally available 24/7.

SOCIETE GENERALE Private Banking (Switzerland) SA will respond during Normal Business Hours.

Private eBanking Support is available from 9 am to 6 pm CET every Business Day.

- (b) Suspension of Private eBanking Service

We may suspend all or part of the Private eBanking Service in the event of technical or security problems (suspected fraud, unauthorised access, etc.).

In cases such as these, We will endeavour to restore the service as soon as possible, and a notice is issued as soon as possible given the urgency of the circumstances. We hereby accept no liability for the consequences that may result for You from the Private eBanking Service being unavailable.

Access to the Private eBanking Service may be suspended entirely or in part if:

- (i) it is warranted for the sake of the general security of the Private eBanking Service;
 - (ii) fraudulent or unauthorised use of the Private eBanking Service is suspected on Your Accounts;
 - (iii) a legal or regulatory reason compels Us to do so.
- (c) Changes to the Private eBanking Service

You and any User hereby acknowledge that We may change the Private eBanking Service's method of operation, including its features and functionality, without prior consultation and/or consent.

- (d) Incorrect login attempts

Entering incorrect login information three times in succession will result in the User's access to the Private eBanking Service being blocked. In this case, it will be necessary to contact Us to obtain Support according to the procedures provided in the User Guide.

11 Protection principle for the Private eBanking Service

(a) Antivirus software protection

The User must take all practical and reasonable measures to ensure that the User System through which he or she accesses the Private eBanking Service is free of any computer Viruses and properly maintained to ensure safe uninterrupted use of the Private eBanking Service. As soon as the Private eBanking Service is accessible via the internet, or by a public system over which We have no control, and which is subject to Viruses, security breaches and other third-party intrusions, it is Your responsibility to equip any computer You use to access the Private eBanking Service with appropriate and regularly updated antivirus software.

(b) Use of third-party equipment

The User must not access the Private eBanking Service from a computer or mobile device that he or she does not own, without first obtaining the appropriate prior authorisation. You will be liable for any Losses that We may incur or that may arise as a result of a failure to comply with this requirement by a User duly designated by You. We do not assume any liability for computers and mobile devices (including routers and other network equipment) that are used by Users to access the Private eBanking Service.

(c) Access via third-party services

We shall not be liable for third-party services that are beyond Our reasonable control (e.g. the email services of the internet provider or mobile phone operator) and used by the User to access the Private eBanking Service. We cannot guarantee the availability of these services or be held liable for any Losses that You may suffer as a result of the User's dependence on them to access the Private eBanking Service.

The User must comply with all Terms of Business applicable to these internet connectivity services and is solely liable for the payment of all fees related to their provision. You will indemnify Us for any Loss that We may incur as a result of the User's recourse to these third-party services.

(d) Access to the Private eBanking Service from abroad

We use encryption techniques that may be considered illegal in foreign jurisdictions. If the User is outside of Switzerland, it is his or her responsibility to ensure that his or her use of the Private eBanking Service is authorised in accordance with the applicable local legislation. In addition, We shall not be liable for any losses You may incur as a result of a User's failure to comply with his or her obligations in this respect and the inability to use the Private eBanking Service in certain countries if applicable.

When the Private eBanking Service is used in a country where its use is subject to prior authorisation or is not permitted, We shall not be liable for any Loss or damage suffered by You or anyone else as a result of this inappropriate use in breach of applicable law.

(e) Accuracy of information

We take reasonable steps to ensure that any information provided through the Private eBanking Service accurately reflects the information available to Us in Our computer systems or, where applicable, obtained from third-party sources.

In order for information to be up to date, the User must ensure that the page he or she consults is regularly updated. When the accuracy or availability of information provided through the Private eBanking Service exceeds Our reasonable control (when provided by third parties, for example), We cannot guarantee that it is accurate, up-to-date and error-free. This Article 11(f) is without prejudice to the legal provisions contained in the Mobile App and the Private eBanking Website.

12 Receiving and storing messages and notifications in Private eBanking

Communication between the Client and the Bank will be by means of the mailbox entitled 'My Documents' in the 'SERVICES' tab. The Client hereby recognises and acknowledges that by proceeding in this way, the Bank fulfils its duties and obligations in terms of communication and reporting.

However, the Bank remains free at any time and at its sole discretion to send, exclusively or in addition, paper-based messages and notifications regarding its banking relationship with its Client by post. The Bank is not required to give any reasons for its decision.

All messages and notifications are deemed to have been received by the Client on the day they are made available via the eBanking Service mailbox. Any resulting legal or contractual deadlines then begin to run from the date of receipt.

Any messages or notifications made available to a User through the eBanking Service remain available until the end of the following calendar year. In other words, only messages and notifications for the current and previous calendar year may be viewed at any time by a User.

Notwithstanding the above, the Client may request paper-based versions of messages and notifications. Any additional request for paper-based versions already sent may entail processing fees, of which the Client will be notified in advance. However, the Client hereby understands and accepts that any messages or notifications sent via Private eBanking are deemed to have been correctly addressed as of the date they become available.

13 Liability for the Private eBanking Service

This Article details the liability of SOCIETE GENERALE Private Banking (Switzerland) SA in relation to the Private eBanking Service. In this respect, this Article supplements the applicable provisions of the Bank's General Terms and Conditions.

(a) What are We liable for?

We are liable for any Losses that You may incur as a result of gross negligence or wilful breach of these Private eBanking Terms of Business by Us.

(b) What are We not liable for?

We are not liable for Indirect Losses that occur as a result of the Principle Loss and that could not have been reasonably foreseen (e.g. loss of profits or loss of opportunity). In particular, the Losses for which We will not be held liable include, but are not limited to, losses and damages due to:

- (i) an incompatibility between the User System and the Private eBanking Service;
- (ii) a hardware, system, communication or power failure, technical failure, labour dispute or any other event or circumstance beyond Our reasonable control that results in the total or partial unavailability of the Private eBanking Service or the non-execution or late execution of Instructions issued via the Private eBanking Service.
- (iii) dependence on financial information (e.g. details of Your Account balances or the price of an investment) made available to You as part of, or through, the Private eBanking Service (which is partly due to the fact that transactions are not necessarily processed and reflected in the Accounts instantly and, as indicated by the legal conditions of the Mobile App and the Private eBanking Website, there are limits to the quality of the information that We can provide);
- (iv) misuse of the User System by the User;
- (v) third-party access to Account information resulting from the use of a User's Private eBanking Service (unless this access results from gross negligence or wilful misconduct on Our part); or
- (vi) the execution or non-execution of Instructions, in certain circumstances, as more precisely set out in Articles 6(g)(iii), 7(1)(c), 7(2)(i), 8(b) and (d), 9(c) and 10(b), (d) and 11(e) of these Private eBanking Terms of Business.

(c) Your liability towards Us

You will be liable for any Loss that We incur as a result of a fraudulent breach, intentional violation or negligence by a User of his or her obligations under these Private eBanking Terms of Business of (including the safeguarding of Security Codes) or breach of information obligations to Us under Article 6 above (including, but not limited to, the loss, theft or misappropriation of Security Codes).

14. Liability for unauthorised or improperly executed transactions

The User is required to read Account statements carefully upon receipt or as soon as they are available online and to inform Us immediately if he or she notices any errors or omissions regarding Instructions given or any other issues that may raise doubts as to the correct execution of Instructions or the statements' accuracy.

We do not issue any automatic notification in the event of the failed execution of a logged Instruction. However, the User may opt for a notification and alert service for these failure cases, either by email or by the Notification function.

If the User notifies Us within a reasonable period of time (and in any event within a maximum of 30 days from the date of the transaction) of the existence of an unauthorised transaction or a transaction improperly executed by SOCIETE GENERALE Private Banking (Switzerland) SA, We may be able to rectify the situation. In any case, We will act immediately to try to remedy it and keep the User informed of the outcome of the Bank's handling of the matter reported.

We cannot be held liable to You (which means, You will be liable) for:

- (i) an unauthorised transaction or a transaction improperly executed by Our Bank about which the User has not notified Us within a reasonable period of time, i.e. within a maximum of 30 days from the date of the transaction, from the date the unauthorised or improperly executed transaction became known;
- (ii) an unauthorised transaction in respect of which the User has acted fraudulently; or
- (iii) an unauthorised transaction in respect of which the User has intentionally or negligently failed to comply with the requirements of the above Article 6 or with the use of his or her Security Codes in accordance with these Private eBanking Terms of Business.

If You are liable (as stated above), You will also be liable for any incurred overdraft fees and interest (including Private eBanking Fees) applicable to Your Accounts in connection with the unauthorised or improperly executed transaction in question. We will make reasonable efforts to recover funds incurred as a result of an improperly executed transaction for which You are liable and may charge You an amount equal to any reasonable expenses We have incurred in so doing.

15. Private eBanking Service termination

(a) Client's right of termination

You may terminate Your access to the Private eBanking Service at any time by contacting Us via the means set out in the User Guide. Upon request, We will inform You whether access to one or more specific Private eBanking Service Accounts can be terminated only or whether all Accounts must be terminated.

(b) Bank's right of termination

Without prejudice to Article 3(d) above, We may terminate access to the Private eBanking Service for Users of Your Accounts immediately and without notice in the following situations:

- (i) death of the holder of the Accounts, or in the event of bankruptcy or liquidation proceedings;
- (ii) serious or repeated violation by a User of the Private eBanking Terms of Business;
- (iii) persistent doubts about the security of the Private eBanking Service's usage by the User;
- (iv) reasons to believe that the following could result from usage of the Private eBanking Service:
 1. a violation of applicable law (legislation, regulation, code, order or other applicable obligation); or
 2. exposure to legal proceedings or convictions by any government, regulatory or law enforcement agency,

A right to termination may exist in the event of a change of domicile or attempt to access the Private eBanking Service from a jurisdiction other than that of the User's domicile when that jurisdiction does not allow Us to provide the Private eBanking Service in that country.

If You inform Us that You wish to remove the rights conferred on a third-party User in respect of Your Accounts, We will terminate his or her right to use the Private eBanking Service. If You are the holder of a joint account and You inform Us that Your Joint Accounts can no longer be managed on the basis of instructions from only one of the Joint Account holders, You must call Us as We will have to terminate the right to use the Private eBanking Service for both joint account holders and it will no longer be possible to manage the Joint Accounts through the Private eBanking Service.

If You are the person who has been authorised to use the Private eBanking Service in connection with another person's Accounts or a Joint Account, this notification will mean that You may no longer use the Private eBanking Service in respect of the relevant Accounts.

For any other reason, We will terminate the Private eBanking Service by giving You at least two calendar months' written notice.

Termination of Your right of access to the Private eBanking Service will not affect instructions issued via the Private eBanking Service prior to the effective date of this termination.

Please refer to Article 14 of the General Terms and Conditions for more information about Our right to terminate the services provided to You through the Private eBanking Service.

16 Messages and Notifications

(a) Technical Support

For technical support, please refer to the User Guide.

(b) Notifications addressed to the bank

Except where these Private eBanking Terms of Business require You to contact Us by telephone or otherwise, any messages or notifications You send to Us in respect of the Private eBanking Service must be in writing and sent by post or delivered directly to Our address.

(c) Means of contact between the Client and the User

We will use the most recent contact details in Our possession to contact You and the User for the purpose of managing Your Accounts. You must inform Us of any change in Your contact details or those of the User.

If We believe that Your Accounts may have been the subject of suspicious activity (including fraudulent activity), We may contact You by mail, telephone (including on Your mobile phone), email, text message or secure email. If We contact You by telephone, We will always start by verifying Your identity before discussing the matter at hand. If We contact You by any other electronic means of communication (e.g. by email or text message) or by post, We will never ask You to provide Your bank details, Security Codes, passwords or any other identity verification information.

You should never respond to electronic communications, including text messages, emails etc., that ask You for any information about Your Security Codes and passwords. **Private eBanking Support does not require this information from the Client or Users under any circumstances.**

17 Important information regarding the use of the Private eBanking Service

(a) Accounts that can be viewed

The Private eBanking Service can only display details of accounts opened with Our bank and does not provide access to details of accounts or investments held with other Société Générale Private Banking or Societe Generale group entities.

When the User downloads Account or e-wallet statements, he or she leaves the encrypted environment of the Private eBanking Service; and, depending on the format of the document which he or she is downloading, may not be informed of this on his or her screen.

(b) Joint Accounts

If You are the holder of a Joint Account but are not authorised to use the Private eBanking Service in connection with that account, the total values of Your assets and account balances will not include information relating to that Joint Account.

If You hold a Joint Account, You may request to share the management of this account with the joint holder of Your Joint Account. However, please note that the Private eBanking Service will display the total value attributable to this Joint Account as belonging to You and will not display the individual rights.

(c) Updating Account information

The information made available through the Private eBanking Service regarding Accounts and investments is not necessarily displayed in real time.

Account information will generally refer to the financial situation at the close of the previous Business Day, and some transactions in respect of the Accounts may require time to process and may not appear immediately in the balance.

In addition, any Account credit balance value provided via the Private eBanking Service will not necessarily represent the realisable value of that Account, as Fees (including Private eBanking Fees)

and other deductions may need to be taken into account (e.g. loss of accrued interest or a termination fee to be paid for the termination of a term deposit before the agreed maturity date).

Information on investments made in Accounts generally depends on:

- (i) price information provided by third parties; and
- (ii) the availability of a price.

This information may be obsolete (e.g. due to market foreclosure or a normal delay). In addition, it may take some time for any transaction associated with Your investments to be reflected in Your Accounts.

Furthermore, any value for an investment provided through the Private eBanking Service will not necessarily represent that investment's realisable value, since the price used to calculate the value may be the median price (between purchase and sale prices on the market) relayed to Us and does not take into account any costs, commissions or taxes related to the transaction. Please refer to the Legal Information and Fees pages of the Private eBanking Website.

(d) Currency conversions

If You hold Accounts that are denominated in several different currencies, the information in respect of these Accounts will be presented with the amounts displayed in a valuation currency that You have previously agreed with Us. When We need to make a conversion from the valuation currency in which the asset in question is denominated, the rate used will be made available to You through the Private eBanking Service. The currency conversion rates displayed will generally be indicative rates updated twice a day.

Please note that these rates do not necessarily represent the rates that You would be able to obtain by realising this asset (e.g. by selling it on the open market) and do not take into account the transaction costs or commissions associated with this conversion.

(e) Asset guarantee

When You have granted Us a guarantee on some of Your assets (about which You may obtain information through the Private eBanking Service), these will be referred to as collateral accounts. No Instruction or transaction will be accepted in respect of collateral accounts until the asset guarantee is withdrawn. Although the value of the assets is displayed in the Private eBanking Service, the value assigned to these assets will not reflect their actual value, as it does not take into account their reduction in value according to Our ability to distribute the proceeds from the realisation of these assets.

(f) Authorised Users

If You are a Private eBanking Service User of a third party's account, You will have access to information regarding that account even if You are not personally entitled to receive all or part of the proceeds from that Account's performance. The Private eBanking Service will, in any case, display the full value attributable to this Account.

(g) Value of assets in Accounts

For the reasons set out in Article 16, the Account information provided through the Private eBanking Service is for information purposes only and does not represent the actual realisable value of these assets at the time the information is displayed.

18 Managing a third-party account via the Private eBanking Service

When a particular Client informs Us that a third party is authorised to use the Private eBanking Service in respect of his or her Account, this User may access and manage the Account held with Us on behalf of the holders of this Account by means of the Private eBanking Service. In this case and in the context of any message, request or instruction addressed to Us, he or she will be identified as a User who is entitled to use the Private eBanking Service in connection with this Account.

If You wish to authorise another person (third party) to manage all or part of Your Accounts, You must provide this third party's contact details using the Private eBanking Access Authorisation Form, which must be signed by both You and the third party.

We would like to draw Your attention to the fact that You will be liable for any actions or omissions, as if they were Your own, by a User in respect of Your Accounts.

To change the level of access that a User has to Your Accounts or to suspend access, You will need to complete and sign a 'Private eBanking Access Authorisation Form - Change Form' (and a 'Private eBanking Access Authorisation Form - Supplementary Form', if applicable); the signature of the third-party User is not required on these forms for the purpose of deleting any or all of their access rights.

If You have authorised another person to access Your Accounts through the Private eBanking Service, You may ask that User to process a transaction via the Private eBanking Service on Your behalf. SOCIETE GENERALE Private Banking (Switzerland) SA will always consider a transaction processed using the specific Private eBanking access codes to be the responsibility of the relevant User, without being required to seek or establish the origin of the order, i.e. whether the decision has come from the User or the Client who instructed the User, if applicable.

19 Changes to the Private eBanking Terms of Business

Please refer to Article 27 of the General Terms and Conditions for the principles that apply to changes to these Private eBanking Terms of Business.

In addition to these general provisions, the following special provisions apply in the context of the Private eBanking Service:

- (a) a personal notification is sent to You and to any User at the valid email address provided to Our establishment;
- (b) from the date of receipt of Our notification and at any time up to the effective date of the change to the Private eBanking Terms of Business, You may: (i) consent to these changes by logging into the Private eBanking Service; or (ii) reject them, free of charge;
- (c) if You do not explicitly inform Us that You wish to terminate the use of the Private eBanking Service before the date of application of the changes of which You have been notified, We will assume that You have accepted them, and they will take effect on the scheduled date;
- (d) any User who accesses the Private eBanking Service will also be asked to confirm that he or she accepts these Private eBanking Business Conditions.

You and the User must carefully read these Private eBanking Terms of Business and any subsequent amendments made, so that You and the User can make an informed decision as to whether or not to continue to have recourse to and to use the Private eBanking Service.

20 Data protection

To understand how Your personal data is used, please refer to the following annex to the SOCIETE GENERALE Private Banking (Switzerland) SA General Terms and Conditions, 'Information notice on the processing and sharing of client data, and on outsourcing'. When a User accesses the Private eBanking Service, specific data processing may also take place, such as the automatic collection and storage of information in server logs, including, for example, internet protocol (IP) addresses, the name of the internet service provider (ISP), browser data, browser type and language, the pages viewed and outflow, and the timestamps used for internal reporting and auditing purposes.

Other information collected about Users may be transmitted to Our providers in Switzerland and abroad, within and/or outside the European Union, for technical and IT support purposes.

21 Cookies

You will find Our Privacy and Cookie Policy on the Mobile App and the Private eBanking Website. Please read the policy and contact Us should You have any questions regarding this.

22 Fees

The Fees applicable to the services provided by the Private eBanking Service can be viewed at any time via the Fees tab that can be accessed on every page of the Private eBanking Service. A paper-based version of the Private eBanking Fee Schedule will also be provided to You upon request.

|PART B: Mobile App Terms and Conditions

23 General provisions

Some features of the Private eBanking Service are available via an app that can be installed on Mobile Devices. The Mobile App is not available on all Mobile Device operating systems. It is Your responsibility

to check the compatibility of Your Mobile Device before signing up to the Private eBanking Service. The terms and conditions set out in this Part B of the Private eBanking Terms of Business constitute the Mobile App Terms and Conditions and apply in conjunction with those set out in Part A above, the General Terms and Conditions of Our institution, the Privacy and Cookie Policy and the Private eBanking Access Authorisation Form, as well as any legal provisions posted on the App and the Private eBanking Website.

In the event of a conflict of terms, those of the Mobile App Terms and Conditions shall prevail with regards to a User's usage of the Mobile App.

The Private eBanking Terms of Business also apply to the Mobile App Service as if references to the 'Private eBanking Service' were references to the 'Mobile App Service', and references to the "Private eBanking Terms of Business" were references to the 'Mobile App Terms and Conditions'.

These Mobile App Terms and Conditions confer rights on the following persons:

- You and Users who are authorised third parties in respect of Your Accounts;
- Us;
- the Mobile Device provider from which You downloaded the Mobile App; and
- the platform from which You downloaded the App.

In order to be able to use the Mobile App Services, You must:

- be a registered User of the Private eBanking Service;
- be located in a country where We have the right to provide access to the Private eBanking Service (see Article 3(d) above); and
- comply with all subscription requirements shown when downloading the Mobile App and/or in the User Guide.

24 Use of Mobile App

We will make the Mobile App Services available to any User.

We will grant the User a non-transferable and non-exclusive license to use the Mobile App and the data it contains, solely for the purpose of benefiting from the Mobile App Services during the period from the date on which the User downloads the App and accesses it until its normal expiry date.

The Mobile App and the data it contains are Our exclusive property, or that of Our licensors. The access code is strictly personal and confidential. You and the User do not hold any license, right, title or interest in the Mobile App and the data contained therein, or in any software, hardware or expertise that We use to provide the Mobile App Services, unless expressly stated otherwise in the Mobile App Terms and Conditions.

If a person claims that the Mobile App infringes their intellectual property rights or if We believe that it may infringe any intellectual property rights, We may alter the Mobile App to avoid this infringement, or immediately suspend or discontinue Mobile App Services and notify You and any User of this by email or other appropriate means.

25 Mobile App Services

The Mobile App Services provide access via a mobile device to certain Private eBanking Services, as described in the User Guide and any other documentation provided where applicable.

The Mobile App is provided 'as is' without warranty as to its operation, availability or the absence of errors. We will make reasonable efforts to ensure the availability of Mobile App Services and to make the Mobile App Services available on the basis of reasonable expertise and diligence.

Notwithstanding the above, delays may occur for reasons beyond Our control, including:

- (a) the circumstances set out in Article 13(b)(ii) above;
- (b) the User being located in an area without mobile coverage; and

(c) the online platform from which updates to the Mobile App can be downloaded being unavailable.

26 User obligations

The User is obliged to:

- (a) use the Mobile App Services only in conjunction with Mobile Devices and other software, hardware and network connections specifically provided for by:
 - (i) the Apple App Store online platform or Google Play, from which the Mobile App may be downloaded; and
 - (ii) Us.
- (b) install any Mobile App updates when he or she receives notification to do so, failing which the Mobile App Services may become unavailable or not run properly;
- (c) comply with the terms and conditions of any online platform (e.g. the Apple App Store or Google Play) when downloading the Mobile App. We are not responsible for the availability of the online platform or the services it offers,
- (d) not use the Mobile App or the Mobile App Services in a manner that could be unlawful, defamatory, discriminatory, obscene or abusive.

27 Suspension

If the Private eBanking Service is suspended pursuant to Article 10 above, We will also suspend access to Mobile App Services.

28 Termination

You may terminate Mobile App Services at any time.

We may terminate the licenses to use the Mobile App for Your Accounts or the Mobile App Services at any time and with immediate effect in the following circumstances:

- (a) under Article 14 above;
- (b) if the User has not logged in to the Mobile App for 12 months, in which case he or she will need to re-subscribe in order to reactivate the Mobile App;
- (c) if the User is not entitled to download the Mobile App;
- (d) if the Mobile App that is required for the User's Mobile Device is deleted by the operating system manufacturer or any other intermediary;
- (e) if We prevent the App from being used via the User's Mobile Device and/or the operating system it is running on; or
- (f) if You are no longer the holder of any Account, product or service for which the Mobile App may be used.

We will notify You immediately upon termination of a license to use the Mobile App connected to Your Accounts and the Mobile App Services.

Upon termination of Mobile App Services, for any reason whatsoever, the User's rights will be immediately withdrawn and he or she is required to:

- (a) immediately delete the Mobile App from his or her Mobile Device; and
- (b) immediately destroy all copies of the Mobile App (including all components of it in his or her possession, for example, copies on his or her computer or on the Cloud).

The User must always delete the Mobile App from his or her Mobile Device when changing mobile devices and/or otherwise dispose of it.

29 Security obligations

The User must not install or use the Mobile App on a Mobile Device or operating system whose settings have been adjusted beyond those supported or guaranteed by the provider. This prohibition also applies to any so-called 'unlocked' mobile device.

30 Support

We are responsible for the Mobile App and its content.

Software providers, including Apple Inc, Google Inc, Microsoft Corporation or Blackberry Limited, do not, however, have any responsibility or liability towards a User with respect to the Mobile App. They will not provide You with maintenance or support services.

Any User who encounters a problem with the Mobile App and/or the Mobile App Services, may contact Us. This will be remedied as soon as possible. To do so, however, it is vital for Us to always be able to rely on the reasonable cooperation of the User. Our complaint procedure is set out in Article 6 of the General Terms and Conditions.

Please note that we may develop patches, upgrades and any other adaptations of the Mobile App (Updates). You and any User of Your Accounts hereby agree that We may update the Mobile App without any further formality or prior consent. If the User does not wish to perform the Updates, it is Your responsibility to terminate his or her access to the Mobile App and to cease all use of the Mobile App Service.

31 Data protection

How Your personal data is used, please refer to the annex to the SOCIETE GENERALE Private Banking (Switzerland) SA General Terms and Conditions, 'Information notice on the processing and sharing of client data, and on outsourcing'.

In addition, when a User makes use of the Mobile App or the Mobile App Services, We may also collect the following information about the User:

- (a) *Contact and subscription information*: information provided by the User when filling in electronic or paper-based forms or when reporting a problem to Us, including information provided at the time he or she subscribed to the Mobile App or Mobile App Services.
- (b) *Further information*: information that the User provides when contacting Us, including to report and address problems related to the use of the Mobile App. We may keep a record of this correspondence and these messages.
- (c) *Information about the Mobile Device*: information collected on the Mobile Device or any computer used by the User to download or distribute a copy of the Mobile App, including the Mobile Device's unique identifier, the operating system, browser type and mobile network information, as well as, for system administration purposes, the telephone number of the Mobile Device. We may combine information from a Mobile Device with contact and subscription information, and may process this consolidated and combined information as personal data in accordance with this Privacy Policy.
- (d) *Location information*: information that We may collect and process regarding the User's location when the use of certain Mobile App Services requires this option to be activated. In cases such as these, a message will be sent to the User specifically to request consent for the User's personal data to be processed and used for this purpose. The User may withdraw this consent at any time via the 'Preferences' tab in the Mobile App.

SOCIETE GENERALE PRIVATE BANKING (SWITZERLAND) Ltd

HEADQUARTERS
Rue du Rhône 8, Case postale 5022
CH-1211 Geneva 11
Tel. + 41 22 819 02 02

ZURICH BRANCH
Bahnhofstrasse 62, CH-8001 Zurich
Postfach, CH-8021 Zurich
Tel. +41 (0) 44 218 56 11

www.privatebanking.societegenerale.ch

Societe Generale Private Banking (Switzerland) SA is authorised and supervised by the Swiss Financial Market Supervisory Authority (FINMA). Its corporate purpose is to operate a retail and asset management bank with private and institutional clients, both Swiss and foreign in Switzerland and abroad.