



E-banking enrollment - Terms and Conditions and Disclaimers

Annex I: E-banking Terms and Conditions

These E-banking Terms and Conditions govern the use of online and mobile banking ("Online and Mobile Banking") of Deutsche Bank (Suisse) SA (hereinafter the "Bank") and the relationships between the Bank and the Account holder as well as the person(s) having a power of attorney authorizing them to use the E-banking services provided by the Bank.

The Account holder who wishes to make use of Online and Mobile Banking has to enroll for the E-banking services and, if he wishes to grant also access to his attorney(s)-in-fact, to select such option in a separate power of attorney to be signed with the attorney(s)-in-fact

The Account holder acknowledges hereby that the present E-banking Terms and Conditions form an integral part of the General Business Conditions of the Bank.

The functionalities available via Online and Mobile Banking provided to the Account holder will depend in particular on his place of residence and type of account. The Account holder acknowledges that depending on his place of residence and type of account access to certain features may be denied or rescinded. The Account holder undertakes to inform the Bank of any change of address.

The term "Contract number" is a unique number assigned to the Account holder and necessary to access Online and Mobile Banking. All further terms and conditions governing the relationship with the Bank, such as those for the opening of accounts/safe custody accounts for private individuals or corporate bodies, remain legally binding. In case of discrepancies between the present E-banking Terms and Conditions and the General Business Conditions, the latter shall prevail.

1. Service Description and information available via Online and Mobile Banking

Online and Mobile Banking enable the Account holder to access account information held with the Bank with or without the capability of (i) concluding purchase and sale transactions (the "Transactions") on a limited number of financial instruments, whether listed or not, as made available in Online and Mobile Banking (the "Products"), (ii) making payments (the "Payments"), up to a certain amount, to be defined by the Bank at its own discretion, (iii) receiving bank documents in electronic form ("E-Documents") and (iv) receiving the first authorization code to access DWO or in cases of forgotten password, forgotten PIN code, the authentication means by e-mail. Online Banking can be accessed from a computer or another internet-enabled device and Mobile Banking from a mobile device.

Transactions and Payments are not possible for (i) account(s)/safe custody account(s) subject to a Discretionary Management Mandate granted to the Bank by the Account holder, (ii) collective account(s), unless for an attorney-in-fact with single signatory power duly appointed by all account holders, and (iii) corporate bodies account(s) without single signatory power, unless for an attorney-in-fact with single signatory power duly appointed by the required number of authorized signatories for the relevant corporate body.

The information accessible via Online and Mobile Banking on Products constitutes neither a solicitation nor an offer or recommendation for the purchase or sale of Products or for the conclusion of Transactions of any kind. No investment or other assets decision should be taken solely based on the information on Online and Mobile Banking.

The Account Holder can only use Mobile Banking on its iOS (Apple) or Android (Google) mobile device. The Bank has no authority or liability with respect to these companies (Apple Inc. and Google Inc.) and their subsidiaries or affiliates.

The Bank reserves the right to offer different services via Online and Mobile Banking, to modify the services offered (in particular to remove the capability of executing Transactions and/or Payments) and/or to delete the information



and contents of the Online and Mobile Banking or to fully discontinue the services Online and Mobile Banking at any time.

The Bank freely decides the types of Transactions that the Account holder may conclude and the types of Products that he may buy or sell. The Bank reserves the right to modify the available Transactions, Products and services at any time without prior notice, in particular by updating Online and Mobile Banking. The Account holder is aware and accepts that the Transactions may be executed only on a limited number of Products and only on a limited number of stock exchanges, trading platforms or other execution venues.

The Bank will not supply any service other than carrying out the Account holder's orders relating to the Transactions and the Payments and, in particular, will neither give the Account holder any advice nor manage his assets. All Transactions done via Online and Mobile Banking are exclusively done on an "execution only" basis. Any discussions between the Account holder and the Bank or any information provided by the Bank will not give rise to any advisory relationship, nor do they constitute recommendations of the Bank. The Bank will not examine whether any Transaction or any decision made by the Account holder or whether his trading or investment strategy pursued are justified, appropriate or reasonable and, as a matter of consequence, will not monitor the Transactions.

The Account holder shall be responsible to take all appropriate measures to safeguard the rights accruing in respect of the Products, in particular to give orders to sell the Products, to exercise or to sell subscription rights, to exercise option rights, to make payments for non-fully paid-up shares or to undertake conversions. The Bank shall be under no obligation to take any particular action in this respect.

When/where available, the services may also include an electronic messaging allowing the Account holder to communicate with the Bank in a secure way and a callback function giving the Account holder the option to request a callback from his client advisor. The electronic messaging and the callback function shall not be used by the Account holder for sending instructions and/or urgent messages or requiring an action by the Bank (e.g. withdrawals of proxies, payment instructions, blocking of credit card, etc.).

The Account holder will not have access to information relating to the period prior to the activation of the enrollment for E-banking services. No information relating to the period prior to the activation of the enrollment for E-banking services will be available on Online and Mobile Banking.

Any document made available via Online and Mobile Banking is available continuously for such a period of time as the Account holder may reasonably need to inspect it. The availability of the information may be, therefore, dependent on the specific characteristics of the financial instrument and other circumstances of the particular case. After the expiration of this period, the Bank may delete any document available on Online and Mobile Banking.

The Account Holder agrees that the information available within Online and Mobile Banking may be provided only in English or German.

2. Access

The Bank's E-banking log-in procedure is based on a multi-level user authentication. Users identify themselves by means of their Contract number, their personal password and a PIN code.

It is recommended to change passwords periodically and to choose the password by a combination of letters and numbers.

. The Bank has the right to cancel such password and revoke access to Online and Mobile Banking at any time. The Bank may also change the process described in the present section at any time and shall inform the Account holder accordingly.

The Bank may change identity verification and access methods from time to time at its entire discretion.

3. Identification



Each person identifying himself by means of the aforementioned authentication process is deemed to be a rightful user, regardless of the fact whether this person has been duly authorized to access Online and Mobile Banking. Online and Mobile Banking systems therefore allow this person without any further verification of his identity or authority to access the accounts of the Account holder and accepts communications from the said person, regardless of his legal relationship to the Account holder and regardless of any contradictory entries in any official register or stipulations on the Bank's signature documentation.

If the account of the Account holder is a joint account (thereby meaning an account held in more than one name but operated individually) and Online and Mobile Banking is linked to such joint account, then the Bank may act upon written or electronic instructions of any of the authorized signatories regarding the Online and Mobile Banking services.

The Account holder is solely responsible for all activities carried out after the system has authorized access on the basis of a positive verification of his identity. The Account holder assumes the risks for all orders which will have been entered by using Online and Mobile Banking.

Notwithstanding the above, the Bank shall be entitled, at any time, to refuse to accept or, provided there is a reasonable cause (the existence of which being determined by the Bank at its reasonable discretion), to refuse to execute orders and to request from the Account holder alternative identification and means of communication (such as phone and fax or original signature) before executing Transactions and/or Payments ordered via Online and Mobile Banking.

4. Account holder's due diligence

The Account holder is obliged to keep confidential and separately in a secured place the Contract number, the password and the PIN code. They may under no circumstances be divulged or handed over to other persons. No written record of the password or related access information must be kept. Neither may it be stored unprotected on the Account holder's computer, mobile device or tablet. **The Account holder bears all risks arising from the use, misuse or disclosure of his/her identification codes.**

Should there be any grounds to suspect that unauthorized persons had access to the Contract number, password or token, the Account holder must ensure without delay that it is changed, deleted or blocked. To this end, the Bank must be informed immediately as well as in case of loss of any identification code or token.

The Bank has taken all reasonable measures to ensure that it has sound security mechanisms in place to guarantee the security and authentication of the transfer of information and, in particular, to minimise the risk of data corruption or unauthorised access.

The Account holder is entirely responsible for ensuring that other persons authorized by the Account holder to have access to Online and Mobile Banking shall also comply with these conditions.

The Account holder is solely responsible for obtaining and maintaining his computer, his mobile device or his tablet, for obtaining any telecommunication links needed to use the service, and for making arrangements for the browser software and internet access.

The Account holder undertakes to comply with all Swiss and foreign laws and regulations applicable to the relevant Transactions and Payments.

The Account holder further undertakes not to overdraw his accounts or outstanding credit line facility with the Bank and/or not to carry out short selling.

The Account holder is subject to any other duty vis-à-vis the Bank which may derive from the present E-banking Terms and Conditions, from any other contracts with the Bank and/or from any laws or regulations.

5. Acceptance of risks related to the Transactions and Products



The Account holder understands and accepts the risks related to the Transactions and to the Products. The Account holder confirms that he has received, carefully read and well understood the brochure entitled "Special Risks in Securities Trading" the content of which has been taken from the brochure published by the Swiss Bankers Association.

The risks arising from certain Transactions and Products, particularly derivatives (if permissible in accordance with the investment service offered), are not suitable for all investors. Past performance is no guarantee of current or future performance. The value of the Products may rise or fall for various reasons. Fluctuations in exchange rates may also cause the value of investments to rise or fall.

The Account holder further understands and accepts that certain Transactions and/or Products:

1. May be highly speculative.
2. May pose very significant financial risks and may cause substantial losses which exceed the investments in certain cases. There is no guarantee that the capital invested will be retained or that any profits will be made.
3. Are only suitable for persons who are able to bear the financial losses arising from such associated risks.
4. May be traded/listed on exchanges or platforms which are subject to regulatory requirements and which in particular do not impose the same level of transparency on issuers as major stock exchanges. Accordingly, trading on these exchanges or platforms entails additional risks, including to have to disclose the Account holder's and/or the beneficial owner(s)' identities and related details to foreign stock exchanges and/or authorities. The Bank will not specifically warn the Account holder in case of Transactions on any of these exchanges or platforms.

6. Account holder's orders and execution of Transactions (when/where available)

The Account holder acknowledges and accepts that:

1. Orders may not be processed immediately or around the clock but depend, among other things, on the trading days and times of the respective stock exchange or trading platforms, the public holidays and the working hours of the Bank. The Bank shall not be liable for any order that is not executed, not executed in a timely manner or for losses incurred or missed gains (especially due to changing market prices), if there is a reasonable cause that prevents the Bank from executing Account holder's orders in a timely manner.
2. Any order sent by the Account holder shall only be considered as having been received and shall not constitute a valid instruction and/or a contract between the Bank and the Account holder until the instruction has been registered as executed by the Bank and confirmed by the Bank to the Account holder by means of a transaction confirmation and/or an account statement. The mere transmission of an instruction by the Account holder shall not by itself constitute a firm contract between the Bank and the Account holder.
3. The Bank is not required to but is entitled to obtain confirmation of an order before executing it.
4. Orders may be refused if the Account holder does not hold sufficient cash with the Bank.
5. Market regulations and/or a major imbalance between supply and demand may make it temporarily impossible to execute purchase or sale orders and, as a result, may also make it impossible to unwind positions that the Account holder might wish to liquidate or has decided to liquidate.
6. If the Account holder requests the cancellation of an order, the Bank may not necessarily be in position to do so. In particular, market conditions may make it impossible to cancel such order.



7. The Bank does not analyze received orders to determine whether they are in accordance with the Account holder's investment strategy nor whether they are appropriate or suitable for the Account holder.
8. The Bank may at its sole discretion decline orders to be executed if it believes that they are in infringement of laws or market rules.
9. Transactions carried out on the markets are executed subject to and in conformity with the rules and customs of the market. The rules and customs of the markets may make it possible to retroactively intervene and cancel Transactions entered into, particularly in the case of mistakes, illegal or abnormal Transactions or exceptional market situations, in which case the Account holder accepts any losses or other consequences of the cancellation.
10. Limit and stop orders are not guaranteed to be executable at the specified price or amount, unless explicitly confirmed in writing by the Bank for the specific order.
11. The Account holder's orders may be grouped together with other clients' orders, the Bank's own orders, or the orders of any company or any person closely associated with the Bank. Orders will only be grouped together when the Bank is able to make a reasonable judgment that it is in the best interest of its clients generally; nevertheless, the Account holder acknowledges and agrees that order grouping may result in a price less favorable to the Account holder than if his order had been carried out differently.
12. The Bank may freely choose the counterparties and the markets to execute the Account holder's orders. The Bank shall not be liable for any loss suffered by the Account holder following acts or omissions by a counterparty of the Bank, a market, a clearing house or any other third party acting so as to enable transactions to be concluded or executed or to preserve the Account holder's assets.
13. Prices which may be available on Online and Mobile Banking are of indicative nature only and the actual total price for security/securities will only be known at the time of execution of the transaction.
14. Certain Products may not be suitable or available in the jurisdiction in which the Account holder is located or may only be available through a branch or an affiliate of Deutsche Bank that is properly licensed to offer such Products in such jurisdiction.
15. The Bank may, to the extent permitted by applicable laws and regulations, participate or invest in financing transactions with the issuer(s) of the Products referred to on Online and Mobile Banking, perform services for or solicit business from such issuers, and/or have a position or holding, or other material interest or effect transactions in such Products or investments related thereto.

7. Payments (when/where available)

The Account holder acknowledges and accepts that:

1. Payments may not be processed immediately or around the clock but depend, among other things, on the public holidays and the working hours of the Bank. The Bank shall not be liable for any Payment that is not executed, not executed in a timely manner or for losses incurred or missed gains, if there is a reasonable cause that prevents the Bank from executing Payments in a timely manner.
2. The Bank is not required to but is entitled to obtain confirmation of an order before executing it.
3. The Account holder needs to have sufficient available funds in his cash account to cover all Payments. If the cash account does not have sufficient available funds on the transfer date, the Bank may elect not to initiate one or more of the Payments. If the order is completed, it may cause an overdraft in the Account holder's account in which case the Account holder shall be liable for the overdraft and any overdraft fees.
4. The Bank is under no obligation to inform the Account holder if it does not process a Payment because there are insufficient funds or credit in the Account holder's account to process the order.



5. The Bank reserves the right to restrict types of payees to whom Payments may be made using Online and Mobile Banking.
6. The Bank may at its sole discretion decline orders to be executed if it believes that they are in infringement of laws or market rules.
7. Orders relating to Payments shall be irrevocable once the relevant amount has been debited to the account of the Account holder.

8. Special Conditions for the Provision of E-documents

1. The Special Conditions govern the provision of bank documents in electronic form (E-documents) by the Bank to an electronic mailbox via Online and Mobile Banking.
2. The Account holder instructs the Bank to provide him or Authorized Third Parties with bank documents, which according to his correspondence and communication instructions have to be sent by post, in electronic form. Thus, the Bank shall be entitled, effective immediately, to provide the Account holder or Authorized Third Parties with the relevant bank documents electronically. To this end, the Bank provides the Account holder or Authorized Third Parties with an electronic mailbox within Online and Mobile Banking.
3. The provision of documents by post and the provision of documents in electronic form are equally binding. The Account holder expressly acknowledges that, by sending bank documents in electronic form to the electronic mailbox, the Bank specifically fulfills its notification and accountability obligations toward the Account holder.
4. The electronic provision of bank documents governed by these provisions refers to banking transactions the basis of which is set out in separate agreement or terms and conditions (e.g. General Business conditions, Deposit Regulations, etc.) In the event of any differences between the Special Conditions for the Provision of E-documents and such separate agreements, the present provisions take precedence. The bank documents governed by these provisions refer to portfolio statements, account statements, transaction documents, tax statements and other documents.
5. The Account holder and the Authorized Third Parties acknowledge that E-documents are considered to have been delivered to the Account holder or the Other Recipient(s) as soon as they have been delivered into the electronic mailbox and are ready to be retrieved. Any deadlines that may be connected with the bank documents start to run from that time. This applies also if the Account Holder or the Other Recipients are temporarily or permanently prohibited from having access to the electronic mailbox.
6. The Bank may, at any time, issue bank documents in hard copy, either exclusively or in addition to electronic versions, without being obligated to state any reasons.
7. Any complaints from the Account holder and the Authorized Third Parties regarding E-documents should be made immediately, in writing and within the deadline indicated for the relevant document. 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 will be deemed accepted by the Account holder and the Other Recipient(s).
8. The Account holder 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 electronically, as well as for their integrity and subsequent use.
9. The Account holder and the Authorized Third Parties acknowledge that E-documents, which are delivered in a PDF format are stored no 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. In view of the limited time that electronic bank documents may be kept in the electronic mailbox,



E-documents is not suitable for their long-term storage. For this reason, the Account holder and the Authorized Third Parties are advised to download the E-documents onto their own data storage devices.

10. The Bank draws the Account holder's and Authorized Third Parties' attention to the fact that bank documents which are electronically transmitted may not be recognized in administrative or other legal proceedings. The data kept by the Bank is legally binding.
11. If the functionality regarding the delivery of E-documents is blocked or deactivated, then the bank documents will be sent by the Bank within a reasonable time after the blocking or deactivation of this functionality in accordance with the correspondence and communication instructions given by the Account holder by post. Access to the electronic mailbox will be terminated.

9. Blocking

Upon request from the Account holder, the Bank shall block the access to Online and Mobile Banking. The access can be blocked (only) during the Bank regular working hours by contacting the Account holder's Client Advisor or the Bank helpdesk (when/where available). The Bank is also entitled to block and/or temporarily suspend the Account holder's access to certain or all services at any time without prior notification, if there is a reasonable cause and without giving a reason.

A blocked access cannot be reactivated until requested expressly by the Account holder if the access has been blocked upon his request.

The Account holder bears all risks resulting from the use of Online and Mobile Banking before the blocking has taken effect while allowing for enough time for normal blocking procedures.

10. Interruption

The Bank cannot guarantee the uninterrupted availability of Online and Mobile Banking on a 24 hours basis. Incidents requiring maintenance to the systems may arise, preventing the Online and Mobile Banking services from being used temporarily.

The Account holder shall be liable for the technical risks related to, among others, power outage, disconnection, time-out or system failure, delays, transmission errors, disturbance or the overloading or locking-up of the systems or networks involved therewith.

If the Bank detects any security risks, it reserves the right to interrupt Online and Mobile Banking for the protection of the Account Holder at any time until the risk is removed.

The Bank has no liability for any damages incurred as a result of such interruption. At the same time, the Bank cannot guarantee absolute availability of the internet and telephone network (irrespective of the interface used, e.g. via the Bank's application or the Internet browser using a computer, mobile device or tablet).

11. Exclusion of the Bank's liability

The Bank does not guarantee the accuracy and completeness of the data transmitted through Online and Mobile Banking, unless and only to the extent it is responsible for the accuracy and completeness of such data under mandatory law applicable to it. Information concerning accounts and safe custody accounts (balances, statements, etc.) and generally available information such as stock market prices and foreign exchange rates, is to be regarded as provisional and non-binding. The Account holder agrees that only the official hard copies of transaction advices and of account/portfolio statements issued by the Bank are considered to be authoritative, save any error and/or omission.

The Bank shall not be liable for any direct, indirect, consequential, special or other damage or loss (including loss of profits) resulting from the use of the Internet browser and telephone network. The Bank



does not accept any liability for damages concerning the services of the Internet or the telecommunications network providers or any software required to have access to the Internet, Online and Mobile Banking.

The Bank shall not be liable for any direct, indirect, consequential, special or other damage or loss (including loss of profits) incurred by the Account holder as a result of the Account holder using Online and/or Mobile Banking as well as any E-banking services provided by the Bank, in particular in relation to the execution, respectively non-execution, of the Transactions, the Payments and/or for reliance on any information, except in case of gross negligence or willful misconduct.

The Bank shall not be liable for any direct, indirect, consequential, special or other damage or loss (including loss of profits) caused by its affiliates, third party providers, auxiliary staff, agents and/or officers.

The Bank cannot be held liable, amongst others, for any damages or losses (including loss of profits) which the Account holder may suffer resulting from transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, Internet malfunctions, interruptions (including those due to maintenance work required by the system), computer viruses attacks or other deficiencies on the part of the network providers. Further, the Bank cannot be held responsible for the Account holder's computer equipment, mobile device or tablet.

12. Security aspects

The Bank uses an encryption system which is an industry standard. It will adapt this system regularly pursuant to the technical development of encryption technology. However, in spite of all precautions, absolute security cannot be guaranteed by the Bank. **The Bank has taken all reasonable measures to ensure that it has sound security mechanisms in place to guarantee the security and authentication of the transfer of information and, in particular, to minimise the risk of data corruption or unauthorised access.**

In this context the Account holder expressly declares to be aware that the Internet is a public network and that there are risks that third parties could gain unnoticed access to his computer, mobile device or tablet during an Internet session or other risks such as virus, forgery or abuse. Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized persons to access the system. It is the Account holder's responsibility to have knowledge about the necessary security precautions.

Furthermore, there is a risk that a computer virus could contaminate the Account holder's computer, mobile device or tablet. The Account holder is aware of this danger and takes the necessary precautions, in particular the use of virus scanning software.

The Account holder further acknowledges that confidential data accessed by means of Online and Mobile Banking may be stored indefinitely on his computer, mobile device or tablet. In order to ensure that such data remain confidential, the Account holder should take all appropriate security precautions to prevent unauthorized access.

The Bank system may from time to time detect security problems arising from the Account holder's software (in particular browsers, mobile device's or tablet's operating system) for which the Bank is not responsible. The Account holder may, in some cases, receive a warning from the Bank regarding such security problems. However, the Account holder acknowledges that such warnings are displayed by the Bank without obligation and may not lead to the assumption that the Account holder will receive in each case such a warning. Moreover, the fact that the Account holder will on one or more occasions receive such a warning does not form or constitute any right on the Account Holder's part to be constantly notified in this respect.

13. Legal restrictions

It is the Account holder's duty to enquire whether he is subject to any laws and regulations (by reason of his nationality, residence or otherwise) which restrict him from accessing and using Online and Mobile Banking or from receiving the access tools to Online and Mobile Banking or from entering into business contact with the Bank, in particular due to local investment or sales restrictions. The Account holder



undertakes to comply with all Swiss and foreign laws and regulations applicable to the relevant Transactions and Payments.

The use of Online and Mobile Banking from abroad may be subject to local restrictions. The Bank is entitled to adapt, restrict or remove at any time the use of Online and Mobile Banking from abroad and the access to its services.

The Account holder acknowledges that he may violate foreign laws when using Online and Mobile Banking from abroad and receiving services. The Account holder must inform himself about any local prohibitions and restrictions and he is fully liable in this respect. The Bank assumes no liability in this respect. Should the Account holder wish to access Online and Mobile Banking from abroad, he must further enquire whether he is not infringing any legal, governmental or regulatory licenses or requirements (for instance import or export restrictions governing encryption algorithms).

The Bank has no responsibility with regard to these legal restrictions.



14. Authentication means

The Account holder shall only use the relevant authentication means provided to him by the Bank to access Online and Mobile Banking.

In any case, the Bank has no responsibility for the infallibility of any authentication means it supplies nor does it offer any warranty that they function faultlessly.

In the event of defects or errors of the authentication means, which may impair their proper functioning or render them incapable of functioning, the Account holder must refrain from using them and inform the Bank thereof immediately. No changes or repairs may be undertaken by the Account holder or any unauthorized third party.

The Bank disclaims, to the extent permitted by law, any responsibility for losses caused to the Account holder by defects or errors of the authentication means.

The Bank declines in particular responsibility for any difficulties (e.g. possible investigation by customs or postal officers) arising from sending the authentication means by mail, in particular the token and Contract number.

15. Sending of authentication means electronically (“e-credential service”; for Deutsche Wealth Online only)

In DWO the Account holder identifies himself through a multi factor authentication process based on his Contract number, a personal password and a PIN code (altogether “authentication means” or “credentials”). If the Account holder does not select the e-credential service, for the enrollment to DWO, the Contract number, the initial temporary password and the initial authorization code which is necessary to set the personal PIN code are provided by the Bank to the Account holder via courier, registered or regular mail.

In case the Account holder instructs the Bank to provide e-credential service to his e-mail address the following will apply:

- The initial authorization code will be sent by e-mail.
- In case of (i) forgotten password or (ii) forgotten PIN code due to many invalid attempts, the Bank will provide the Account holder a new temporary password or a new authorization code via e-mail that will be required to set a new PIN code. In case the Account holder forgets simultaneously both credentials, a contact with the client advisor will be required to verify the identity of the Account holder and a new temporary password will be sent by mail, in the same way as the initial connection.

If the Account holder has decided to make use of the e-credential service then he automatically authorizes any Authorized Third Parties to use also the e-credential service. Only the Account holder is authorized to instruct the Bank to provide e-credential services. Nevertheless, an Authorized Third Party to whom the right to use the e-credential service has been granted is not obliged to use this service but can instead request the Bank to send the authentication means via courier, registered or normal mail.

The Account holder can only make use of the e-credential service if he has signed the Bank’s form “Discharge and waiver with respect to communications and transmission of instructions” informing about the risks involved in e-mail communication.

The Account holder confirms that he has been informed and that he understood that all e-mails sent by the Bank within the e-credential service are unencrypted and transported over an open, publicly accessible network and, in principle, can be viewed by others. The Account holder expressly declares that he is aware of and shall bear all risks and damages that may result from the method of transmission used and releases the Bank from all liability in this regard.



16. Swiss Banking secrecy

Attention is drawn to the fact that Swiss law and in particular Swiss banking secrecy only extends effectively to Swiss territory and that all data transmitted and/or stored abroad therefore no longer benefits from any protection under Swiss law.

In this context, the Account holder expressly acknowledges and accepts that by using the Internet, data is conveyed over a public network accessible to all users of the Internet. Data may thereby be transmitted without control across borders (even when both the sender and the recipient are located in Switzerland) and may be transferred to and between different countries. Some of these countries may not have the same legal protections regarding bank customer information as Switzerland. Insofar as Swiss banking secrecy cannot completely be guaranteed when using the Internet, the Account holder hereby expressly waives the right to assert any violation of Swiss banking secrecy and releases the Bank from all liability in the context of such waiver.

The data packages are transmitted in encrypted form after the Account holder has logged into Online or Mobile Banking. However, the identity of the sender and the recipient, i.e. the Account holder or the Bank as the case may be, may not be encrypted and may therefore be read by third parties. Consequently, it cannot be excluded that a third party may discover that a banking relationship exists.

The Account holder acknowledges that the downloading of the Mobile Banking application shall be done from the application store “App Store” (Apple) or “Google Play” (Google) and that they may need to be registered in such application stores before downloading these applications. This may enable these companies to deduce that a potential contractual relationship exists or has existed between the Bank and the Account holder.

Further, the Account holder is aware and accepts that according to certain foreign laws and regulations, the identities and other details concerning the Account holder and/or the beneficial owner(s) may have to be disclosed notably to foreign brokers, stock exchanges and/or authorities.

17. Security Recommendations

With respect to the use of electronic devices the Account holder understands that the following security recommendations are to be complied with:

- a. Only connect to secure WLAN networks:
Always log out when you leave Online or Mobile Banking
- b. Always update your electronic device system:
Select automatic update option
- c. Use anti-virus program:
Install up-to-date security software to protect your computer, mobile device or tablet
- d. Be careful in public places:
Do not leave your mobile device and/or tablet unattended
Pay attention to the people around you
- e. Configure your mobile device and/or tablet securely:
Enable auto-lock
Enable password protection (PIN or pattern)
Enable remote wipe
Configure the security settings of the browser. Do not hack your device (jailbreaking or rooting)
Avoid auto-complete feature to remember users names or passwords



Disable WLAN and Bluetooth when you are not using them

- f. Install mobile and tablet applications only from trusted sources:
 - Use only official apps from the Bank
 - Download applications only from official application store (i.e. Apple Store, Google Play)

18. Fees

The Bank reserves the right to charge a fee for the various services in connection with Online and Mobile Banking. The Account holder will be informed of such fees and of any changes in this respect. The Account holder agrees that the Bank may debit any fees directly from the respective Account holder's account.

19. Changes to the E-banking Terms and Conditions

The Bank reserves the right to change the present E-banking Terms and Conditions regarding Online and Mobile Banking's range of services at any time. The Account holder will be informed of such changes in writing or by any other appropriate means. The Account holder will be deemed to have accepted the changes if he does not contest them in writing within 30 days of their notification. Any use of Online or Mobile Banking after such changes have been notified shall constitute acceptance thereof.

20. Termination

The Account holder or the Bank may terminate the Online and Mobile Banking contract in writing at any time. The token remains property of the Bank and must be returned to the Bank immediately upon the Online and Mobile Banking access termination regardless of the reason for the termination.

21. Partial invalidity

The invalidity, unlawfulness or inability to enforce one or more of these provisions does not affect the other parts of these E-banking Terms and Conditions.

22. Applicable law and place of jurisdiction

All legal relations between the Account holder and the Bank shall be exclusively governed by and construed in accordance with Swiss law. To the extent permitted by the applicable law, the place of performance, the place of debt collection (the latter only for Account holders domiciled abroad) and the sole place of jurisdiction for all proceedings shall be the location of the head office or the branch which deals with the Account holder. To this end the Account holder declares that he elects domicile at the location of the head office or branch concerned. The Bank shall further be entitled to instigate proceedings at the Account holder's domicile or before any other competent court.



Annex II: Disclaimer

The present disclaimer applies in addition to the E-banking Terms and Conditions governing the use of Online and Mobile Banking of Deutsche Bank (Suisse) SA (hereinafter the "Bank").

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- ii) May pose very significant financial risks and may cause substantial losses which exceed the investments in certain cases. There is no guarantee that the capital invested will be retained or that any profits will be made.
- iii) Are only suitable for persons who are able to bear the financial losses arising from such associated risks.
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