



GENERAL CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. SCOPE AND INTERPRETATION

The **General Conditions** of ONE swiss bank SA (hereinafter "ONE" or "the Bank") consist of:

- the general terms and conditions (hereinafter "GTC"), with
- the safe custody regulations (hereinafter "SC"), and
- the e-banking provisions (hereinafter together the "General Conditions").

The General Conditions govern the business relationship between ONE and each individual or legal entity that holds an account with ONE or benefits in any other way from its services, or who is authorized to act as the Client's representative, for example as a power of attorney or an external asset manager, or as an officer or director of the Client (hereinafter the "Client"). Are reserved any special agreements or specific conditions applicable to certain categories of services and products which will take precedence in the event of differences. The General Conditions shall also apply to all heirs and other legal successors, assignees and beneficiaries.

These General Conditions shall govern both existing business relations and business relations entered into subsequently.

Any reference to the masculine gender in these General Conditions and in any of ONE's forms and documents shall be deemed to include any gender and shall apply to multiple people.

In the event of a discrepancy in interpretation between the French and foreign versions of any documents or forms issued by the Bank, including these General Conditions, only the French text will be authoritative, translations into foreign languages being provided solely for Client's convenience.

2. NEW RELATIONSHIPS AND OPERATIONS

Any new business relationship, such as the opening of an account or a custody account, the renting of a safe-deposit box, and any other kind of operation, including the acceptance of assets, shall be decided by ONE at its sole discretion and requires the Client's approval of the General Conditions. ONE is not required to state the reason for any refusal on its part.

Unless expressly agreed otherwise, the documents provided by ONE do not constitute an offer. In particular, all commercial and financial information of

any kind provided by ONE at the Client's request is provided in accordance with standard practice and in compliance with banking secrecy, without any guarantee or liability, in strict confidence, and may not be communicated to third parties.

3. CLIENT'S LEGAL STATUS AND CAPACITY

Upon opening the account, and during the course of the contractual relationship, the Client must at all time prove, in accordance with the applicable legal provisions and ONE's requirements, his status, his personal situation (family, professional and financial situation), including his tax situation, his legal capacity and, if any, those of the beneficial owner.

ONE reserves the right, as soon as it becomes aware of the Client's death, to reject any act of disposal that has not been authorized by the executor or all legal successors who have proven their status by presenting the official documents issued as part of the legal formalities of the succession. Without any such proof, ONE shall not be held liable for refusing any act of disposal.

4. CLIENT'S SIGNATURE AND IDENTIFICATION

4.1. VERIFICATION OF CLIENT'S SIGNATURES AND IDENTITY

ONE only considers as valid signatures and powers communicated to it in writing, in the form and manner it deems acceptable, until written notification of changes or revocations, notwithstanding any divergent official entries, in particular in public registers and official identification documents. ONE compares the signatures presented with the specimens on file with reasonable care, without being obliged to carry out further checks, in particular identity checks.

In the case of communications via open transmission networks (email, Internet, computer connection, telephone, fax, etc.), as soon as the criteria for verifying identity used for that type of communication appear to be met, ONE is entitled to consider all instructions as originating from a duly authorized person and to proceed according to the instruction, without being obliged to make any further checks. In the case of communications via ordinary (i.e. non-secure) electronic mail services, ONE will only check the sender's email address and will not verify the identity of the sender. The provisions of Art. 13.1 and 13.2 GTC also apply in this respect.

In the case of joint signatories, each of them may individually exercise the right to information and the right to revoke any powers granted to a joint representative.

4.2. CLIENT'S ELECTRONIC CONFIRMATION

When the Client electronically confirms any document relating to his banking relationship with ONE, it shall constitute valid evidence of the Client's consent and intention to be legally bound by the contractual terms to be delivered in connection therewith. Any electronic confirmation attached to any contractual terms or to any related document, e.g. by e-banking or mobile devices, shall have the same validity, enforceability, and admissibility as handwritten signatures.

4.3 CLIENT'S AGREED DESIGNATION AND SIGNATURE

If the Client asks ONE not to mention his name in their relationship, except in the case of special mailing arrangements, he will use an agreed pseudonym instead of his name. In such cases, the Client acknowledges in advance that all orders, instructions, commitments, declarations, receipts, releases, correspondence and agreements, as well as all documents generally bearing said pseudonym with his signature will be valid and enforceable against him without restriction. The Client shall bear all risks and consequences resulting from the use of such a designation, including those arising from their use by third parties.

5. CLIENT'S NOTIFICATION OBLIGATIONS

The Client undertakes to provide ONE with any documents and information that ONE, in its sole discretion, deems useful and necessary for the proper functioning of the account relationship and to enable ONE to comply with its legal and regulatory obligations.

The Client has the obligation to proactively update the information provided to ONE concerning himself, his representatives and the other persons involved in the banking relationship. The relevant information includes in particular: change of name, company name, marital status, nationality, address, domicile, registered office and tax status. The same obligation applies to any change of the Client's personal data which may affect the Client's risk profile and risk tolerance, or his classification as retail, professional, institutional or qualified under relevant laws.

As a legal entity, the Client has the same obligations with respect to changes in any of its governing bodies, representatives and agents, even if such changes are entered in a public register or are published in any other manner.

The Client further acknowledges and agrees that the value and relevance of the Bank's financial services depend on the accuracy and completeness of the information provided in writing by the Client to ONE. The Client agrees to provide ONE with all requested information and necessary documents that ONE may reasonably request to fully evaluate and prepare the investment or the recommendations for the Client, including the Client's identity, financial situation, investment objectives, risk tolerance, knowledge and experience in relation to the agreed financial services, as well as individual needs and restrictions. ONE will rely on the Client's stated representations in providing its services, unless ONE has reasons to doubt such representations.

Client's notifications to ONE will be binding upon ONE only after it has been duly registered, unless implementation of the change in question requires the submission of additional documentation requested by ONE.

6. CLIENT'S TAX OBLIGATIONS

6.1. CLIENT'S TAX STATUS AND DECLARATIONS

The Client is aware that the holding of assets deposited with ONE may have tax consequences, in particular with regard to taxes on income, wealth or inheritance, in connection

with his domicile, registered office, residence or nationality or due to the nature of the assets deposited in the account.

In this respect, the Client confirms that he has fulfilled his tax obligations (tax declaration and payment) and undertakes to continue to do so in relation to the authorities in the country/countries in which he is obliged to pay taxes relating to the assets deposited with ONE. If the Client is not the beneficial owner of the said assets, he undertakes to inform the beneficial owner of this obligation and will ensure that the latter fulfills the same obligation.

The Client undertakes to provide ONE with all documents proving his tax status and, where applicable, that of his beneficial owner, and to confirm that he has fulfilled all of his obligations in this respect.

The Client has been advised and understands that failure to comply with his tax obligations may subject him to financial penalties and criminal sanctions in the country/countries in which the Client is required to pay taxes.

In the event of a change in circumstances, the Client is aware of the fact that the business relationship with ONE may be terminated if the Client (or one of the controlling persons, as applicable) fails to comply with the obligation to update said documentation. The Client (or one of the controlling persons, where applicable) will provide ONE with the relevant documentation necessary to determine the country/jurisdiction of residence of the Client (or the controlling persons, as applicable) for tax purposes.

6.2. BANK'S TAX COMPLIANCE OBLIGATIONS

The Client is informed that pursuant to the international agreements to which Switzerland has adhered, ONE may be required to provide the necessary information at the request of the competent foreign authorities, including the tax authorities, provided that the conditions applicable under these agreements are met.

In this context, ONE monitors compliance with the International Standard for Automatic Exchange of Information in tax matters (AEOI standard). This standard provides for the collection of financial information relating to Clients whose tax residence is in a reportable jurisdiction. This information includes all types of capital income as well as account balances. It is transmitted automatically to the national tax authority, which then transmits the information to the appropriate foreign authority for the Client concerned.

ONE hereby informs the Client that it will not provide any assistance of any kind whatsoever for the purpose of evading tax obligations and that it will not be held liable under any circumstances for the Client's failure to fulfill his tax obligations.

ONE will provide the Client with any documentation and information necessary for the Client to comply with his tax obligations. ONE does not provide any legal or tax advice and therefore assumes no liability for any advice provided in these areas.

6.3. U.S. WITHHOLDING TAX AND CLIENT'S OBLIGATION TO NOTIFY

The Client undertakes to notify ONE immediately if he is, or becomes, a U.S. Person as defined by tax laws and regulations of the United States of America (U.S.).

Under the U.S. withholding tax scheme, ONE has committed to the U.S. tax authority, or the Internal Revenue service (IRS) to act as a Qualified Intermediary in order to collect withholding tax on investment income. ONE has also agreed to act in compliance with the U.S. Foreign Account Tax Compliance Act (FATCA) rules as valid when they are implemented in Swiss national law.

Thus, as part of its resulting commitments and obligations, ONE is required to identify any business relationship opened by, or on behalf of, any U.S. taxpayer. In addition, if a Client declares himself to be a U.S. Person, or is identified by ONE as such under the applicable U.S. regulations, ONE may be required to provide certain information to the IRS about him, and about his assets held and/or revenue received at ONE. In this context, the Client who is a U.S. Person is hereby expressly informed that ONE is obliged to obtain his consent to the disclosure of such information within the deadlines stipulated by the U.S. FATCA rules as applicable upon their implementation into Swiss national law.

In this regard, the Client acknowledges and accepts that he is obliged to carefully observe all of ONE's administrative provisions and procedures, and in particular to promptly sign any Bank's form or submit to ONE any evidence or supporting documents if there is any indication that he may have tax obligations to the U.S. due to his U.S. nationality or residency status in the U.S. territory.

The Client acknowledges and accepts that failure to comply with one or more of these provisions, or failure to comply on time, will entitle ONE – in the context of its obligations in terms of deducting withholding tax as set forth in this article – to consider him a U.S. taxpayer, on the basis of any simple indicators it may have. The Client is aware that he will bear all of the tax and financial consequences that may result from this. In this regard, ONE may, in particular, be required to deduct taxes at source, to dispose of the assets held on the Client's behalf and at his risk, regardless of the result thereof, and/or to terminate the business relationship with the Client without further notice.

Finally, the Client is aware that U.S. federal inheritance tax may, in some circumstances, be collected in the event of an inheritance from a deceased person residing outside the U.S. and classified as a non-U.S. Person because he held U.S. securities (e.g. shares or bonds issued by U.S. companies or shares of U.S. investment funds) or real estate assets in the U.S. at the time of the deceased person's death. In this scenario, there is among other things, an obligation on the part of the Client's heirs to declare the inheritance.

7. CLIENT'S COMPLAINTS

7.1. COMPLAINT'S DEADLINES

The Client will immediately verify the content of all documents, statements, communications or notifications, and will immediately notify ONE of any errors, including

those in his favor, that they may contain. Any complaint or objection by the Client concerning the execution or non-execution of orders or other communications, notifications or measures taken by ONE must be submitted immediately upon receipt of the relevant communication or, at the latest, within the time limit set by ONE, failing which the information contained therein shall be deemed correct and approved by the Client, except in the case of obvious material error. Cases in which the circumstances require an immediate response from the Client are also reserved.

If the Client does not receive any expected mail, communication or notification, he must immediately inform ONE and submit his complaint as soon as he would normally have received the document in question.

Complaints concerning periodic account statements and portfolio valuations must be made within 30 days, and complaints concerning advices or notices must be made within 5 days after they are sent. The Client bears, and may be held liable for, any loss resulting from a late complaint and may so breach his obligation to minimize any loss.

The express or implied approval of account statements and custody accounts entails the approval of all the items and references contained therein, as well as any reservations made by ONE and, in the case of debit balances, the acknowledgment of the debt in accordance with legal provisions. The indications contained in an account statement, a custody account statement or any other document issued by ONE can no longer be contested if it corresponds to notices of execution that have not been contested within the deadline.

7.2. OMBUDSMAN

In addition, the Client may refer any dispute with ONE to the Swiss Banking Ombudsman for a confidential mediation procedure.

Further details are available on the website www.bankingombudsman.ch. Usually, the mediation procedure is activated after the Client has submitted a written complaint to ONE and no agreement has been reached.

8. UNICITY OF ACCOUNTS, RIGHTS OF PLEDGE, RETENTION AND SETOFF

If the Client directly or indirectly holds several accounts with one or more entities of ONE, these accounts form a single unit, regardless of their holder, denomination, nature or currency. ONE may assert its claim to the credit balances of such accounts individually or offset them, in whole or in part, after having made the necessary conversions into the currency of its choice.

To guarantee all current and future claims of ONE against the Client arising from existing contracts or contracts to be concluded between ONE and the Client in the context of their business relationship, including credit facilities with or without guarantees, regardless of their due dates or currencies, as well as claims for other legal reasons, regardless of their legal nature and cause, including all indirect commitments, sureties, guarantees, endorsements, endorsements of foreign exchange securities, in capital,

interest due or to become due, commissions and costs, including all costs of proceedings and lawsuits and ancillary costs, ONE has rights of pledge, retention and setoff.

These rights cover all balances of accounts, receivables, rights, assets, securities (including intermediated securities) or shares of the Client, or of third parties belonging to the same group as the Client, which ONE holds directly or indirectly under any name whatsoever with itself or elsewhere on behalf of the Client or of third parties belonging to the same group as the Client.

This right of pledge also applies to any present and future incidentals which attach or may attach to any such pledged assets and claims, including interest, dividends, coupons, subscription rights, new share issues, bonuses, distributions, options, etc.

In the event of default, ONE may, without further formality or warning, realize or offset the pledged assets in any order it deems appropriate, over-the-counter, on the stock exchange or by enforcement order at its discretion, and liquidate uncovered forward positions of any kind by corresponding purchases and sales. ONE is entitled to act as a counterparty and to acquire the assets, securities and receivables of the Client on the stock exchange or over-the-counter, at the same conditions as any other buyer.

The rights granted to any entity of ONE will also cover claims that any other entity may have against the Client.

The Client may only offset his claims against ONE where his claims are undisputed or result from a final and enforceable judgment.

9. FEES AND CHARGES

9.1. INTEREST, EXPENSES, COMMISSIONS, DUTIES, DISBURSEMENTS, INDEMNITIES, FEES AND TAXES

ONE will debit the Client's account with all interest due, expenses, fees, commissions, securities administration fee, disbursements, indemnities, taxes, duties and levies of any kind whatsoever owed to it by the Client as remuneration for any activity performed on his behalf such as the keeping of the accounts and custody accounts, correspondence, postage, communications, dispatch, transport, insurance, custody, administration and asset management, or as compensation for any damage suffered by ONE, or for which ONE may be liable for, or which ONE may owe to its correspondents, third parties or Swiss or foreign authorities as a result or in connection with the foregoing.

In addition, any taxes and duties related to or resulting from the Client's relationship with ONE under Swiss law, international treaties or agreements concluded with foreign authorities (such as withholding taxes under FATCA) rules implemented in Switzerland) are the Client's responsibility.

The Client undertakes to proactively notify ONE, and within a reasonable period of time, of any change to his residence for tax purposes and its tax status and, where applicable, that of the beneficial owner, as well as any circumstance which may influence the collection, exemption or reduction of withholding tax, and to provide ONE with the documentation necessary for implementation of said rules.

In the case of multiple owners or beneficial owners of income, ONE will collect the least favorable rate of withholding tax.

Interest due, expenses, commissions, securities administration fees and other amounts payable to ONE for its activities are due to ONE without any deductions and will be charged based on its current fees and charges, unless otherwise agreed in writing or subject to extraordinary work or services requiring supervision or a special activity. With the exception of interests and the provision of extraordinary services, these amounts will be payable in advance for the year or for the entire period, even if the relationships are terminated prematurely.

ONE is also expressly authorized to charge the Client, or to obtain reimbursement from the Client, for:

- All charges for carriage, shipping, transport, communication and research incurred by ONE,
- any fees for lawyers or other authorized representatives in response to requests for information and documents, arising from legal or administrative proceedings or measures directed against the Client,
- any fees for all actions undertaken by ONE on behalf of or in the interest of the Client or his successors, or to clarify his legal status and capacity, including in the event of death or loss of contact,
- any expenses and judicial and extrajudicial costs that ONE may incur as a result of setting up transactions of any kind undertaken on the Client's behalf, in particular credit transactions, the recovery of his claims, the constitution and realization of his collateral, proceedings or judicial or administrative measures directed against the Client or objections, including those aimed at preventing or deferring the fulfillment of obligations entered into by ONE on the Client's behalf in respect of third parties.

The Client remains liable for all these amounts even if no amount has been specified for them or if their payment is requested only after the termination of the Client's business relationship with ONE.

9.2. PUBLICATION AND AMENDMENTS

The current fees and charges of the Bank are published on its website.

ONE's fees and charges may be amended at any time, and the Client shall be informed of such amendments accordingly, by any appropriate means such as a notice, flyer or internet. Such amendments shall be deemed as having been approved if they are not contested in writing within 30 days of the date of notification.

10. REMUNERATION AND OTHER BENEFITS RECEIVED FROM THIRD PARTIES

ONE may, directly or indirectly, earn remuneration or other monetary or non-monetary benefits (hereinafter "Remuneration") from third parties in connection with the provision of financial services to the Client, in particular when investing in fund shares or other financial instruments on behalf of the Client, on the Client's instructions or by virtue of the management powers vested in it.

This Remuneration covers the costs incurred by ONE for establishing the transactional and operational network providing access to financial products, information or financial services issued or provided by third parties (hereinafter "Third-Party Products"). The Remuneration constitutes compensation to ONE for particular services and is independent of any costs charged by ONE to the Client for other services such as the administration and safekeeping of assets, their management, financial advice or securities brokerage.

The nature, amount and basis for calculating this Remuneration may vary over time, in particular depending on third parties and/or the investments and transactions carried out. ONE informs the Client about the nature, amount, calculation parameters and range of values of the Remuneration it receives or could receive. The mode of communication is determined by ONE.

The Remuneration received is usually in the range of **0 to 1.5%**. In case of distribution and new issues, the Remuneration is communicated to the Client in the prospectus and/or in the contract. The Remuneration is owed exclusively to ONE.

If ONE receives Remuneration due to the Client pursuant to Art. 400 of the Swiss Code of Obligations or in accordance with other legal requirements (e.g. Art. 26 FinSA), the Client expressly agrees that said Remuneration constitutes an integral part of ONE's remuneration and remains the property of ONE. The Client irrevocably waives his rights thereto.

ONE is prepared to provide the Client with further information about this Remuneration upon request.

11. REMUNERATION PAID TO THIRD PARTIES

The Client further acknowledges and accepts that ONE may pay a remuneration to a third party if the Client has been introduced to ONE by a Business introducer, if the Client entrusts an external asset manager with the management of the assets deposited with ONE or if the Client receives advice from a financial consultant in relation to investments to be made on the Client's account with ONE (hereinafter "the Third Party").

The Client understands and accepts the fact that the payment of this remuneration by ONE to the Third party may lead to potential conflicts of interest between the Client, on the one hand, and the Third Party, on the other.

The Client acknowledges that he will be responsible for obtaining all relevant information concerning the nature, amount and basis for calculation of said Remuneration solely from this Third Party.

12. CONFLICT OF INTEREST

ONE takes the necessary measures to avoid conflicts of interest. However, the Client acknowledges that he is aware of the potential risk of conflicts of interest that may arise from the distribution of Third-Party Products by ONE and the receipt of Remuneration from Third Parties.

Conflicts may arise not only in the case of relationships with issuers of financial instruments. They may also arise in the case of the use of investment services provided by Third Parties in the securities field on behalf of the Client(s), in the case of remuneration by the custodian bank based on the number of securities transactions carried out, and in the case of performance-related remuneration of employees or intermediaries. In order to prevent extraneous interests from influencing the investment decisions, ONE has committed itself to high ethical standards and has adopted appropriate measures, in particular internal guidelines, which govern, among other things, the relationships with Clients and Third Parties, professional integrity and the maintenance of objectivity and independence, the training of employees, and the adoption of internal rules of conduct to safeguard the independence.

Conflicts of interest that cannot be avoided, are disclosed to the affected Client(s) in an appropriate manner before a transaction is concluded.

13. INSTRUCTIONS AND COMMUNICATIONS

13.1. INSTRUCTIONS FROM THE CLIENT

In the absence of express written instructions to the contrary registered with ONE, ONE may, at its sole discretion, agree to execute instructions that are not in original written form, regardless of their form and the method of submission (e.g. instructions given verbally and/or by telephone, by facsimile, by electronic mail, by computer transmission or by any other means of transmission). The Client acknowledges that ONE may record instructions given by fixed-line telephone. Such instructions may in no way be disputed by the Client, even if their form does not allow ONE to provide effective proof thereof, ONE's records being considered sufficient proof that such instructions have been given as executed, except in the case of obvious error.

ONE reserves the right, but is not obliged, to suspend the execution of such instructions until it has further information, an original written confirmation or verification of the author's identity by other means, if it considers such instructions to be incomplete, confused or lacking sufficient authenticity, and will incur no liability by doing so.

These provisions also apply, where relevant, to all other communications between the Client and ONE as well as to those originating from, or sent to, any representative or agent authorized by the Client.

13.2. RISKS ASSOCIATED TO METHODS, ERRORS AND PROBLEMS OF COMMUNICATION AND TRANSMISSION

The use of any remote method of communication, in particular mail, transport, telephone, facsimile, electronic mail, computer transmission, whether operated by a public or private entity, carries risks that are beyond ONE's control. These methods of communication use infrastructures (in particular, public or open lines and networks and mailboxes) without special protection which may be easily accessible to unauthorized third parties. Methods using the Internet network without adequate protection, such as ordinary electronic mail transmission (without sufficient encryption or electronic signature) and a non-secure computer connection, present increased risks

to their integrity, such as viruses, intrusions, hacking and imitation or falsification of means of identity verification.

The Client is aware that the exchange of information through such means of communication may be subject to interferences and, in particular, the following risks: the confidentiality of information transmitted without encryption or with insufficient encryption via communication lines or networks may be intercepted by unauthorized third parties who may obtain knowledge thereof and draw conclusions as to the existence of a banking relationship, disclose such information or even misuse it. The exchange of information may also be slowed down or interrupted as a result of transmission errors, technical deficiencies, interruptions, disturbances, illegal interference, network overload, deliberate blocking of electronic access by third parties or other deficiencies on the part of network operators.

Methods of identity verification specific to communications being transmitted without adequate protection through the Internet network, and communications via public or private postal services with some countries, present an increased risk of imitation, manipulation or falsification. The provisions of Art. 3, Art. 5 and Art. 13.1 GTC, apply to the verification of identity and to any refusal or postponement of the execution of instructions.

In the case of communication by ordinary electronic mail, ONE does not guarantee that the message received can be effectively read and processed. It is the Client's responsibility to ensure by other means of communication that ONE has taken note of his communications and any instructions. Art. 13.5 GTC applies to electronic communications.

As a rule, ONE also only verifies the origin of emails received by means of the sender's email address. The Client understands that this address carries a significant risk of imitation and manipulation and that it is the Client's duty to inform ONE immediately if there are reasons to believe that unauthorized third parties have obtained knowledge thereof and are using it fraudulently. In fact, the sender's identity (email address) can be imitated or manipulated in any other way. Where applicable, the sending by email, on request, of information on the Client's assets, such as account statements and portfolio valuations, supplements the current methods of sending correspondence governed by the provisions in Art. 13.5 GTC and does not have any impact on the effects thereof.

13.3. INFORMATION PROVIDED BY THE OPERATING IT SYSTEMS

The information supplied by ONE from its own systems or from third-party systems may not be guaranteed by ONE or by the third parties concerned and must, in case of error, be considered provisional and for information purposes only, regardless of the means of communication or transmission used between ONE and the Client (including IT connection).

All intellectual property rights, in particular copyrights and trademarks, relating to all documents and information of any kind provided by ONE from its own systems or third-party systems, are the exclusive property of ONE or any third parties involved. Such documents and information may only be used by the Client for strictly personal purposes related

to the activity performed in the context of his business relations with ONE.

13.4. CONFIDENTIAL INFORMATION

ONE is free from any obligation to provide information to the Client where this duty relates to legally, regulatorily or contractually confidential information with respect to any authority, any other Client or any other third party.

13.5. COMMUNICATIONS FROM THE BANK

ONE remains free to use the means of transmission and of communication of its choice, unless explicitly agreed otherwise in writing. In any case, the Client further accepts that ONE may communicate with any correspondent or other authorized third party by any means of transmission and communication of its choice, at the Client's risk.

The Client undertakes to inform ONE in writing of the address to which his correspondence, including correspondence received from third parties for his attention, is to be sent until further notice. In the absence of any such communication, or where said notice is no longer valid, ONE will keep the correspondence on file for the Client for a maximum of three years from the date thereon, or, where applicable, the date it was received by ONE, after which it may destroy said correspondence.

The Client undertakes to collect and view his correspondence available on e-banking at least once a year, failing which ONE shall be authorized, but is not obliged, to send all correspondence to the Client's last known address or email address he provided to ONE in writing.

Any correspondence sent to the last address shall be deemed to have been validly delivered to the Client at the end of the postal deadline, and is done at the expense and sole responsibility of the Client who shall bear any losses that may result therefrom.

Correspondence shall be deemed to have been sent upon the date shown on ONE's duplicate copy. However, ONE remains entitled, but is not obliged, to notify the Client by any means it considers appropriate at any other address at which it deems it possible to reach him.

13.6. ELECTRONIC CORRESPONDENCE

Valuations, statements, notices and all other information or written communications may be sent by email, at any time and upon request, to any recipient whose electronic contact details have been given to ONE by the Client. These contact details shall be valid until further notice and regardless of any signatory authority granted to the recipient.

The Client hereby acknowledges that he must take all necessary precautions regarding the use of email if he wishes to maintain confidentiality with ONE, as this mode of communication is inconsistent with the desired discretion. The Client confirms that he has been informed of the risks involved. Article 13.2 applies to electronic correspondence.

13.7. RECORDING OF TELEPHONE CONVERSATIONS

As a rule, fixed-line telephone conversations to or from ONE with the Client, his authorized representatives or any other third parties involved in the business relations are recorded,

in particular for the purposes of quality control, authenticity and content purposes. The Client is obliged to inform his authorized representatives, or any other third party involved in the business relations, that the conversations are recorded. The Client accepts the principle and acknowledges that these recordings are validly enforceable against him and the aforementioned third parties, in particular in the event of any dispute or legal proceedings, even if such recordings are made without the parties to the call being informed prior to each conversation.

ONE is not obliged to give the Client access to these recordings and freely determines how long to keep them, subject to any legal obligations.

13.8. SHIPPING, TRANSPORTATION AND INSURANCE OF ASSETS

Assets and documents, regardless of their nature, sent to or by ONE, in particular by special or express courier, are transported at the expense, risk and peril of the Client who sends them or to whom they are sent or on whose behalf they are sent. In the case of shipping by special or express courier, the Client authorizes ONE to indicate the recipient's contact details, including his telephone number, and the name of ONE. Collection or home delivery of assets or documents shall also be at the expense, risk and peril of the Client.

At the Client's expense, ONE may, but is not obliged to, take out any insurance it deems necessary for sending any items to the Client or for the collection or the delivery of assets. Shipped items may also be insured at the Client's express request and at the Client's expense. The insurance policy is taken out by ONE with an insurance company of its choice. ONE shall not be liable in this respect. In the case of loss, the Client is entitled to the compensation paid to ONE.

13.9. HOLD MAIL

The Client who has asked ONE to hold his correspondence and exceptionally benefits from hold mail services, acknowledges and agrees that ONE will keep the correspondence on file for the Client for a maximum of three years from the date thereon, or, where applicable, the date it was received by ONE, after which it may destroy said correspondence.

Correspondence held at ONE will be deemed delivered upon the date shown thereon. However, ONE remains entitled, but is not obliged, to inform the Client by any means it considers appropriate at any other address where it deems it possible to reach him.

Despite the instruction given to ONE to hold his correspondence at the Bank, the Client undertakes to collect and view his correspondence held at ONE at least once a year, failing which ONE shall be authorized, but is not obliged, to send all correspondence to the Client's last known address or email address he provided to ONE in writing. In any case, ONE will be released from any liability resulting from holding correspondence at the Bank.

When the Client has instructed ONE to keep correspondence on ONE's premises, he is solely responsible for collecting the account statements and other

communications, and any complaint from the Client on the grounds of belated notification is expressly excluded.

The holding of correspondence at ONE may be terminated at any time, in writing, either at the Client's initiative, in which case it will only take effect two (2) working days following receipt by ONE, or on ONE's initiative with immediate effect and without any other specific formality. Such a termination will entail the sending of all documents held and all other documents relating to the operation of the account to the last address provided to ONE by the Client in writing or, where applicable, to any other address specified by the Client upon termination.

14. RIGHTS OF THE BANK

The exercise of all rights conferred to ONE is at the sole discretion of ONE and in no way constitutes an obligation on its part.

ONE shall therefore not accept any liability with regard to the timing or to the use or non-use of all or part of the rights. Furthermore, any delay or omission in exercising all or part of its rights does not imply that ONE has waived any of its rights.

15. EXCLUSIONS OF THE BANK'S LIABILITY

ONE shall fulfill its contractual and legal obligations towards the Client with the usual business diligence required from a bank in Switzerland. ONE shall only be liable to the Client in the event of serious fault, for which the Client bears the burden of proof.

In particular, ONE shall not be held liable and the Client hereby discharges ONE from any liability in advance and without restrictions for the consequences and losses resulting from:

- a. Actions or the insolvency of third parties, whether they are chosen by the Client or by ONE, instructed to execute the Client's orders;
- b. Actions committed by ONE's vicarious agents;
- c. The incapacity or death of the Client or an authorized third party. Such loss shall be borne by the Client, or its legal successors, unless ONE has been notified in writing in advance. ONE shall not be liable for the authenticity, validity and interpretation of evidence and documents submitted to it;
- d. The use of methods of transmitting instructions, including in the case of misuse, imitation or use by unauthorized third parties, whether or not ONE receives an original written confirmation in writing and/or supplementary indications from the Client or not;
- e. All the use of means of communication and transmission, in particular in the event of errors, loss, delay, misunderstanding, alteration, garbled messages, multiple transmissions, breakdowns, defects or technical problems, overload, viruses, illegal or fraudulent intrusions and interventions (including in Client's computer systems, through hacking), interruption or other failures. In the event of disputes, the Client bears the burden of proof;

- f. Interruptions to and/or attacks on ONE's operating systems;
- g. The use, interruption or failure of any transportation company or of any communication and transmission means and systems used. The provisions of Art. 13.1. and 13.2. GTC also apply in this respect;
- h. The failure to execute or delayed execution of the Client's instructions when ONE has acted in good faith in accordance with Swiss or foreign authorities' decisions and orders, and provisions of the applicable legislation;
- i. Any fraudulent use of a bank card or any transaction conducted with a lost or stolen card;
- j. Circumstances beyond its control, such as force majeure events, natural catastrophes, forces of nature, war, acts of war, riots, government orders or sanctions, accidents or other inevitable objective circumstances, including adverse weather conditions, earthquakes or fire, atmospheric effects, magnetic fields and similar circumstances.

In the event of loss for which ONE is responsible as a result of the non-execution, the defective or belated execution of instructions other than stock exchange orders, ONE will only be liable for the loss of interest where a due date has been specified, unless ONE was notified in writing of the urgency and the risk of more extensive loss in the specific case, and unless it has guaranteed in writing to execute the instruction within the specified deadline. The Client thus expressly undertakes to notify ONE in writing every time that the delayed or incorrect execution of an instruction may cause damage or loss over and above the loss of interest. Except in the event of serious fault, ONE's liability shall be limited in all cases to the amount of the loss directly sustained by the Client in connection with the transaction in question, to the exclusion of any liability for any other loss or indirect or incidental damage.

In no event shall ONE be liable for indirect, accumulated or subsequent damages, nor shall ONE be liable for any damages caused by the Client's failure to mitigate the damages, in particular by the Client's failure to take immediate measures to prevent potential damages or reduce existing damages, or which were foreseeable if the Client had exercised due care and diligence.

16. INDEMNIFICATION AND CLAW BACK CLAIM

16.1. INDEMNIFICATION

The Client hereby accepts to indemnify and hold ONE harmless from and against any and all damages, other costs and obligations that ONE may sustain or incur as a result of, or in relation to

- a. The Client's failure to fully and timely perform his obligations under these General Terms;
- b. The Client's failure to comply with any laws and regulations applicable to him;
- c. Any measures taken by ONE to safeguard its interests or otherwise to enforce any provisions of these General Terms or any other agreement between ONE and the Client and any transaction hereunder;
- d. An event of default;
- e. The execution or non-execution by ONE of an imprecise or ambiguous instruction by the Client;

- f. Any instruction for which execution is impossible or unlawful;
- g. Any failure to comply with the deadlines imposed on the Client by third parties, when ONE has not been informed in writing and with sufficient advance notice, and when ONE has also proceeded with the transfer or payment transactions with the customary due diligence;
- h. Incorrect, incomplete and/ or misleading confirmations and information provided by the Client with respect to the Client's personal situation and, where applicable, that of the beneficial owner, or as a result of any delay in updating any information given to ONE, in particular with respect to the Client's and, where applicable, that of the beneficial owner, tax situation and declaration regarding his capacity as U.S. Person or otherwise;
- i. Any kind of abuse and falsification, lack of authenticity, alterations or modifications of the powers and authorizations exercised by the Client, its governing bodies, agents and representatives, which have not been notified to ONE, or from undiscovered shortcomings in the identity verification, except in the event of serious fault of ONE;
- j. The holding of correspondence at ONE;
- k. All losses and liabilities incurred by ONE when acting for the Client in connection with any Clawback Claim pursuant to Art. 16.2. GTC;
- l. Any freezing order, attachment, seizure or similar proceeding, whether civil, criminal or administrative, in relation to the account(s).

16.2. CLAW BACK CLAIM

Where ONE, acting on its own name but on behalf of the Client, has invested or had invested in financial instruments and where, in connection with such current or past investment, the issuer of the relevant financial instruments and/or any other third party, for any reason, claims or may claim, the full or partial repayment of any amount (whether in cash or in financial instruments) previously paid to ONE as nominee or to the Client ("the Clawback claim") or where an account of ONE with a third party custodian or clearing institution is debited accordingly, ONE shall be entitled to block the Client's account or such amount as it deems appropriate, at its sole discretion, or to debit the Client's account accordingly without incurring any financial exposure. If applicable, upon request, the Client also undertakes to repay to ONE the value of such amount without delay to ensure that ONE can pay the Claw back claim or to reimburse ONE accordingly.

17. CLIENT'S RIGHT OF DISPOSAL SUBJECT TO LEGAL AND REGULATORY RESTRICTIONS

The Client may at any time dispose of the assets entrusted to ONE, subject to:

- a. Any Swiss or foreign legal or regulatory restrictions;
- b. Pledges or ONE's rights of retention or setoff;
- c. Any Swiss or foreign Court or authority rulings, as well as judicial and extrajudicial oppositions notified to ONE on the Client's assets, without consideration of their formal regularity or of the basis of such judicial or extrajudicial oppositions;
- d. The usual form and period of time for delivery of the assets;

- e. The usual form and period of time for return of the assets to ONE by its correspondents, and
- f. Any specific contractual provisions such as notice periods, transfer restrictions applicable to certain assets, in particular to certain hedge funds and investment vehicles invested in private equity or real estate.

All transactions processed by the Client with ONE are interconnected. ONE may therefore also refuse to execute its obligations if the Client fails to fulfill any one of his own obligations.

ONE reserves the right, without stating its reasons, not to accept certain assets and to refuse, at its sole discretion, transactions that may be proposed by the Client, and ONE may not be held liable in this respect.

ONE may refuse or suspend the execution of any transaction, including cash transactions and withdrawals, until all evidence and official documents have been submitted to it at its request.

ONE reserves the right to limit cash withdrawals, in particular pursuant to the application of financial, banking, tax or other regulations.

The Client also acknowledges and accepts that, in accordance with the regulations that require any banking institution to obtain from its clients information and evidence regarding their personal status, in particular in relation to tax matters, and the economic background of any transactions, ONE may be compelled to refuse any inflow and/or outflow of funds, including in cash, in the form of securities or assets, or further to refuse or suspend the execution of any transaction until such time as the documentation and supporting evidence that it deems necessary, at its sole discretion, have been submitted. ONE shall not be liable for any loss arising from a delay in the execution or non-execution of a transaction. This provision shall also apply to cash transactions which ONE considers to be unusual or out of the ordinary. The Client accepts that over-the-counter cash transactions in the form of cash withdrawals and/or payments may only be executed within the limits set by ONE, which reserves the right to limit them due to the associated operational risks and/or its legal obligations in relation to anti-money laundering or for any other reason it deems appropriate in the circumstances.

The Client acknowledges and agrees that ONE must act in accordance with the laws and regulations in force in various jurisdictions, in particular with regard to the prevention of money laundering and terrorist financing, financial services or otherwise, and that ONE must also comply with the laws and regulations in force in the field of economic and/or financial sanctions taken, in particular those adopted by the United Nations, the U.S., the European Union or Switzerland (hereinafter the "Economic Sanctions"). In particular, Economic Sanctions may require ONE to refrain from making any payment or transfers that may be sanctioned by the American Office of Foreign Assets Control (OFAC) or by any Swiss or foreign authority, or to block or reject a transaction, or even to freeze the Client's assets.

Furthermore, in accordance to the Swiss Federal Act on Combating Money Laundering and Terrorist Financing in the financial sector and the Swiss legislation governing the banking sector, ONE is authorized, at the request of a Swiss or foreign financial intermediary that ONE uses or has used to execute the Client's instructions (such as a correspondent bank, custodian bank, broker or clearing institution) to request the Client to provide it with information on the circumstances and background of a particular transaction. In this case, the Client will be obliged to provide the requested information immediately. As long as the Client has not provided the information requested by ONE, ONE is entitled to refuse to execute the instructions received by it from the Client and, in particular, to refuse to act on the Client's instructions requesting a transfer of assets. If ONE deems the information provided to be unsatisfactory or insufficient, it will be entitled, at its own discretion, to immediately terminate its business relationship(s) with the Client and/or to prohibit the Client from withdrawing any assets. In accordance with the applicable legislation governing the banking sector, ONE may alert the relevant public authorities and take the necessary measures to suspend its business relationship(s) with the Client and freeze the Client's assets until such time as the relevant authorities are able to rule on the matter in question.

18. ASSETS WITHOUT CONTACT AND DORMANT ASSETS

In order to maintain contact, the Client undertakes to notify ONE immediately of any change to his personal situation which may result in a loss of contact (in particular, a change of residence or name, e.g. following marriage), and to take all necessary measures (in particular by appointing an agent or trusted third party) to ensure that contact can be re-established if necessary. When traveling for an extended period, it is recommended that the Client specify whether communication should be sent to him at a different address.

In the event that contact with the Client is lost, ONE will attempt to reestablish contact by any useful means, at its sole discretion, subject to applicable legal and regulatory requirements, even if the Client has given explicit instructions not to be contacted. ONE may also appoint third parties to conduct such investigation. Such third parties will be bound by the same confidentiality requirements as ONE itself.

If ONE's investigation is unsuccessful, ONE is required, in accordance with applicable regulations, to make an internal inventory of the Client's assets by listing them in a specific manner and to notify the official external Swiss contact center for dormant accounts, which is subject to banking secrecy and whose role is to centralize information regarding dormant assets.

In general, it is recommended that the Client designate an agent who may also be contacted in the event that assets become dormant. Another way to avoid dormant assets is for the Client to inform a trusted person about his bank details. However, information can only be given by ONE to said trusted person if ONE has written authorization from the Client. The Client may also refer to any assets deposited with ONE in his will for example, by mentioning the name of ONE.

The costs and fees due to ONE according to Bank's fees and charges will continue to be debited from the account, even if it is dormant. In addition, the costs and expenses incurred in search to re-establish contact with the Client or in connection with the administration and special monitoring of the Client's dormant assets may also be charged to the account.

The assets that are not managed by ONE may be allocated to an asset management strategy (conservative risk profile). ONE is entitled to close dormant accounts for Clients who have a negative balance or those whose balance is not sufficient for covering recurring fees and expenses and/or the closing fee.

19. SUBCONTRACTING AND OUTSOURCING OF ACTIVITIES

ONE reserves the right to outsource, on a temporary or permanent basis, in whole or in part, and subject to the applicable regulations, certain activities and/or tasks related to the exercise of its activity (such as payment transactions, settlement of securities transactions, administration/back-office and computer services) to companies within the group, companies affiliated with ONE or to any third party, in Switzerland or abroad, including with Swiss or foreign cloud providers, said outsourcing being deemed accepted by the Client. ONE shall only be liable to the Client for the care with which these third parties have been selected and instructed.

The Client acknowledges and accepts that, within such outsourcing arrangements, confidential data may be transferred to and processed by ONE and/or third-party service providers, in accordance with applicable law.

Where personal data of the Client is involved, ONE will ensure its confidentiality in accordance with applicable law.

20. BANKING SECRECY AND DATA PROTECTION

20.1. BANKING SECRECY

ONE is subject to various confidentiality obligations on the basis of data protection, banking secrecy and other confidentiality provisions.

Banking secrecy covers all aspects of the relationships between the Client and ONE. Banking secrecy may be lifted in the cases specifically provided for by Swiss law.

When the Client instructs ONE to purchase, hold or sell a security or other instrument issued, listed or distributed outside Switzerland, or to enter into a contract with a financial institution outside Switzerland, the Client undertakes to comply with the conditions set by the legal and regulatory standards applicable within the jurisdiction in question. Furthermore, the Client acknowledges that ONE, when it acts upon such an instruction from the Client, ONE must itself comply with the locally applicable regulations.

The Client hereby acknowledges that ONE may be compelled to disclose his identity and data relating to his account or custody account to third parties in Switzerland or abroad when required to do so by the applicable Swiss or foreign legal or regulatory provisions or stock exchange regulations (in particular for the purpose of monitoring the markets and financial intermediaries, in matters relating to

the stock exchange or to combat money laundering, in particular at the place of safekeeping, issue or listing of the securities). The Client accepts that ONE is authorized to disclose his identity and other information to third parties in Switzerland or abroad on the basis of said provisions or at the request of Swiss or foreign authorities. In the above-mentioned cases, ONE is not obliged to inform the Client about any lifting of the banking secrecy.

The Client acknowledges that ONE is released from its obligation of secrecy to the extent necessary for the defense of its legitimate interests, in particular for the purpose of asserting its rights against the Client or third parties within any proceedings related to the business relationship with the Client.

If it appears probable that the Client requires adult protection measures as defined in Articles 360 to 456 of the Swiss Civil Code, the Client authorizes ONE to take all measures required by law and, as such, releases ONE from banking secrecy.

20.2. DATA PROTECTION

In accordance with the applicable legal provisions on data protection, ONE is authorized to record, store and process the Client's personal data by any appropriate technical means, in particular in order to comply with its due diligence obligations. The Client agrees that ONE is entitled to disclose Client data in order to comply with legal or regulatory obligations as well as to protect legitimate interests. Further information, including on the Client's rights, is available on ONE's Data Protection Policy, available on its Internet webpage.

The Client's attention is drawn to the fact that data received and stored abroad are outside of the scope of application of Swiss legislation on banking secrecy.

21. PROOF, ARCHIVES AND PROVISION OF DOCUMENTS

ONE's books and documents, and all recorded data existing in electronic, digital, magnetic or similar form, in particular within the context of e-Banking type services, even if such books, documents and data exist only in these forms, shall be considered as conclusive evidence until proven otherwise.

ONE reserves the right to retain the Client's account opening documentation and subsequent forms and agreements only in electronic form, and to destroy documentation received in its original form. Documents retained accordingly in electronic form are considered as evidence.

ONE is expressly authorized to archive on data carriers all documents and data resulting from communications between ONE and the Client by any means of communication, including computer connections, in particular in the context of e-Banking type services. The Client can only submit evidence against computer records created by ONE from original documents on the basis of a similar document or in writing.

The Client is entitled at all times to receive a copy of the Client's file and all other documents relating to the Client

that ONE has prepared in connection with the Client's business relationship. This right must be exercised by the Client in writing. ONE shall provide the documents to be made available under this right exclusively in electronic form.

Unless specified otherwise, ONE may destroy all documents and instruments in its archives that are more than ten years old.

The initial request by the Client for ONE to provide the Client with a copy of the Client's file and all other documents prepared by ONE in connection with the Client relationship is free of charge. Should the Client request a copy again without sufficient reason, the Client shall bear all costs involved in accordance with ONE's applicable fees and charges, and conditions.

22. END OF THE BUSINESS RELATIONSHIP

ONE reserves the right to suspend or terminate the business relationships at any time with immediate effect and without stating its reasons and, in particular, to cancel any credit facilities granted and to demand immediate repayment of any funds due to it, as it sees fit. Upon termination of the business relationships, all of ONE's claims against the Client shall become due and payable, all terms and deadlines stipulated to the Client's obligations shall lapse and ONE shall be entitled to exercise its rights of pledge, retention and setoff in accordance with the above provisions without formal notice.

Outstanding transactions which may not be terminated or amended shall be settled as soon as possible in accordance with the terms or deadlines stipulated in the contract, by law or by the applicable regulations, and any commitments that ONE may have entered into with third parties shall be fulfilled.

In the event of termination of business by either party, the Client agrees not to give any further instructions for the execution of new transactions and undertakes to fulfill any existing obligations.

The provisions of ONE's General Conditions, and of all other agreements between the parties, also remain applicable until all transactions and obligations have been settled in full. In this respect, the Client hereby definitively assigns to ONE all securities or other instruments of no value, which may therefore not be realized or transferred with a third-party depositary.

Finally, the Client agrees to take all useful and necessary measures to close his account and to notify ONE of his bank details with another banking institution so that his assets can be transferred. However, ONE remains entitled to disregard the Client's transfer instructions if it considers, at its sole discretion, that such instructions represent a legal risk and/or a reputational risk for ONE.

If the Client fails to provide the necessary instructions for the transfer of his assets and the closure of his account within a reasonable time or within the deadline set by ONE, or if ONE decides to disregard the Client's transfer instructions, or if

ONE does not succeed in contacting the Client, ONE may place all the assets in the account at the Client's disposal as it deems appropriate, at the Client's risk and expense. In particular, ONE is entitled, at its own discretion, to physically deliver the Client's assets or to sell them and to convert the proceeds of the sale into a single currency, at ONE's choice.

Before proceeding to close the Client's account, ONE is entitled to release itself from all its obligations, in particular by making a bank transfer or by sending the Client a check made out to the Client to the last address provided to ONE (even if the correspondence is being held at ONE) or, if necessary, by depositing the proceeds and available assets available to the Client at the place designated by a judge or with a public trust office. ONE is expressly released from its banking secrecy obligations in relation to such a process of escrow deposit and shall not be held liable for any damage that may be caused to the Client by taking any of the measures described in this article.

Unless otherwise expressly agreed, the business relationships between ONE and the Client shall not end as a result of the Client's death, declaration as a missing person, legal incapacity or bankruptcy.

23. PUBLIC HOLIDAYS

Saturdays, Sundays and other days determined from time to time by the banking institutions where ONE is located (headquarters or branch) and at any other place involved in a transaction are considered as official public holidays.

ONE accepts no liability for any loss that might arise from ONE remaining closed during such public holidays.

24. FINAL PROVISIONS

24.1. PARTIAL NULLITY

The ineffectiveness, invalidity or nullity of any one of the provisions of the agreements and conditions between ONE and the Client shall not affect the other provisions.

24.2 SPECIAL CONDITIONS

In addition to ONE's General Conditions, specific or special conditions established by ONE govern and apply to certain types of relationships and transactions between ONE and the Client.

In addition, stock exchange transactions are subject to the laws, rules and practices of the relevant stock exchanges and markets, and documentary credits and collection and discounting transactions are governed by the latest version of the respective international regulations. Any Agreements of the Swiss Bankers Association adhered to by ONE will also apply.

24.3 AMENDMENTS

Any amendments to the agreements between ONE and the Client shall only be valid if made in writing. ONE may amend the General Conditions and any applicable specific or special conditions at any time. The Client shall be informed thereof by e-banking, notice or any other appropriate means. Such amendments shall be deemed accepted by the Client unless he challenges them in writing within 30 days following dispatch of the relevant notification. If the

Client objects to only some of the changes, the other amendments shall enter into force after the expiry of the 30-day period. If, after negotiations with ONE, the Client has not satisfactorily resolved the issues raised, it is up to the Client to draw the necessary conclusions and, if he so wishes, to terminate the business relationship with ONE.

24.4. ENTRY INTO FORCE

These General Conditions will cancel and replace all previous editions of ONE's General Conditions.

25. APPLICABLE LAW, PLACE OF PERFORMANCE AND JURISDICTION

All relations between ONE and the Client are governed by Swiss law.

The place of performance for all obligations, the place of debt enforcement (only for the Clients domiciled abroad) and the exclusive place of jurisdiction in all proceedings is in Geneva, Switzerland.

However, ONE has the right to bring an action in the Client's place of domicile, or before any other competent court or authority, in which case only Swiss law shall apply. The Client elects domicile in Switzerland at the above-mentioned location of ONE for the service of all judicial and litigation documents.

SAFE CUSTODY REGULATIONS

1. SCOPE

The Safe Custody regulations (hereinafter "SC") apply to securities and assets accepted by ONE for safe custody. They apply in addition to the General Terms and Conditions and e-banking provisions, forming altogether the General Conditions of ONE. The Safe Custody regulations are also applicable to supplement, if needed, existing specific agreements or special regulations.

2. ACCOUNT KEEPING

2.1. RECORDS

ONE records the transactions carried out.

As a general rule, the records are the subject of advices and statements and are summarized in the form of periodic statements. The statements are made, at the end of each month, quarter, half-year or year, as ONE's discretion.

The assets are valued for information purposes only, on the basis of the data and information available to ONE, without liability on its part as to their actual value.

If the Client's name and account number have not been indicated precisely by the instructing party, ONE is not required to credit the assets transferred to the Client's account. In case of a discrepancy between the account number and the Client's name, ONE may either return the assets or keep them without crediting them until it receives precise instructions. The same rules apply when the instructing party indicates, in addition to the account number, a code name or pseudonym.

2.2. INTEREST

Unless otherwise agreed, no credit interest will be paid on current accounts, regardless of their currency. Notwithstanding the foregoing, ONE reserves the right to apply a negative interest rate to the assets in the Client's account as determined by ONE, based in particular on the financial markets, which incorporate the conditions imposed by the central banks. Debit interest is payable automatically and without prior formal notice on any debit balance and may be increased as a penalty clause if not paid when due.

Unless agreed otherwise, ONE's claims against the Client are immediately due and payable, even if ONE does not expressly request the reimbursement thereof.

2.3. COVER

ONE is not obliged to execute the instructions received if the Client does not have sufficient funds freely available for this purpose, or if the total amount exceeds the authorized credit limit. If several orders are given that exceed the total amount available, ONE may refuse to execute them according to its own will and discretion.

2.4. CORRESPONDENTS

ONE may place all the assets corresponding to the Client's account receivables with third parties of its choice in Switzerland or abroad, in its own name and at the exclusive

risk of the Client. For assets denominated in foreign currencies, please refer to the provisions of Art. 7 SC.

3. ADMINISTRATION

ONE will safeguard and administer the assets entrusted to it with the same care as it does for its own assets, according to their nature. It may refuse any assets without stating its reasons.

When the account statements issued by ONE indicate that the Client's assets are deposited with third parties, it is understood that ONE is not liable for the safekeeping or valuation of these assets. Therefore, the account statements issued by ONE with respect to the assets deposited by the Client with third parties, have no contractual value and do not constitute any form of debt acknowledgment under any circumstances.

4. OPEN DEPOSITS

4.1. ASSETS ADMITTED

All types of assets may be accepted for open deposit if, upon remittance, they have the characteristics that make them negotiable at their place of custody, such as securities, precious metals, investments in money and capital markets, negotiable rights not incorporated in securities, insurance policies, documentary evidence, and other assets and securities.

4.2. COLLECTIVE DEPOSIT

In the absence of instructions to the contrary or restrictions, in particular with regard to the nature of the assets deposited, the assets may be held according to their category in a collective deposit. The collective deposits are held with the Bank, with correspondents or with a central collective depository in Switzerland or abroad. If the collective deposit is held in Switzerland, the Client shall have co-ownership rights proportional to the number of securities that he has deposited, without being able to demand the return of the assets specified in any way whatsoever. If the collective deposit is held abroad, the securities shall be subject to laws and practices at the place where they are held.

4.3. OUTSOURCING

ONE may, in its own name but on behalf of the Client and at his exclusive risk, have the assets transferred to, held and managed by Swiss or foreign third parties of its choice, in accordance with the laws and customs prevailing at the place of custody.

In all cases the deposited assets will be subject to the laws and customs of the place of custody, as well as to the general conditions of the third-party custodian. In this context, if the Client intends to proceed to buy or sell U.S. stock or securities or to make cash or securities transfers denominated in U.S. dollars, he is hereby advised that ONE may be obliged to provide the U.S. third-party custodian, upon request, with all information regarding the circumstances and background of a particular transaction or even about the Client or the beneficial owner. At the same time, the Client hereby expressly waives the benefit of bank-

client confidentiality as provided for in particular in Article 47 of the Swiss Federal Act on Banks and Savings Banks (hereinafter the Banking Act (*Loi sur les Banques*, LB)) and Article 43 of the Swiss Federal Act on Securities Exchange and Securities Trading (hereinafter the Stock Exchange Act (*Loi sur l'infrastructure des marches financiers*, LIMF)), as well as the protection offered by the Swiss Federal Act on Data Protection (*Loi sur la protection des données*, LPD), and authorizes ONE to disclose to the third-party custodian the information necessary to carry out his instructions, including those issued by an authorized signatory and not by the Client.

If the return of the assets should prove difficult or impossible according to such laws and customs, ONE shall only be obliged to procure the Client with a claim to attempt to obtain the proportionate return of the deposited assets at their place of custody, insofar as such a claim is transferable. The Client undertakes not to give any instructions whatsoever to these third parties and to perform no act of disposal (including collateralization) with these third parties relating to the assets in question. In the event of a breach of this obligation, ONE shall be released from any liability in respect of these assets and the Client shall be obliged to indemnify ONE for any prejudicial consequence. The Client bears all of the risks and consequences that may directly or indirectly affect these assets as a result of any legal, economic, political, tax or administrative measures, or as a result of events of force majeure, popular uprising or war in the countries on which these assets depend on or in which they are held, as well as the risk of default on the part of any correspondent.

Registered securities are in principle registered in the Client's name, even with third parties. If such a registration is impossible or unusual or otherwise inappropriate at the place of custody, they may be registered on a fiduciary basis in the name of ONE or of a third party, but on the Client's behalf and at his risk. The Client is aware that, in the latter two cases, he may not be able to exercise the voting rights attached to the securities, in particular those from Swiss issuers.

4.4. ADMINISTRATION

Unless specially instructed in good time, ONE undertakes to carry out the usual administration of the assets entrusted to it, such as the collection of income and the return of capital, the renewal of coupons, the exchange of intermediary certificates for final securities, and the monitoring of payment requests, redemptions, and conversion and subscription rights, in accordance with the usual means of information.

In the absence of such instructions, all acts of disposal and other necessary measures necessary to safeguard the rights attached to the deposited assets and the exercise, purchase or sale of subscription, conversion or option rights are, on the other hand, the Client's responsibility. However, ONE may act at any time at its own discretion and at the Client's risk, without however being obliged to do so. ONE is also not obliged to assert the Client's rights arising from the deposited assets in legal, arbitration, liquidation, restructuring or bankruptcy proceedings, or to participate in any other proceedings, contentious or otherwise, in particular in class actions, or to obtain the necessary

information in this respect. Where applicable, such measures shall be the Client's responsibility.

In such cases however, and subject to the reservations set out below, ONE will send the Client any information it receives from its correspondents in question. ONE will be under no obligation to send the Client the information it receives, or to which it has access to based on standard industry sources, if such information does not arrive on time or if the processing of such information would require research or other investigative measures on the part of ONE. Unless expressly requested, ONE will also not be obliged to send information received regarding general meetings or class actions. ONE will only exercise voting rights for assets entrusted to it by written proxy. In the absence of such instructions and proxy, ONE will have no representation obligation at any general meeting. ONE will not be liable for the omission of or failure to execute in good time a transaction to be carried out in connection with the deposited assets, unless it is proved that the transaction and the deadline for its execution were sufficiently published and that there was a serious fault on the part of ONE.

If securities to be printed at a later stage are deposited, ONE is authorized, on the Client's behalf, to request the printing and issue of the securities, and the cancellation of the existing securities, to proceed with the usual acts of administration, to give any necessary instructions to the issuer, to obtain the necessary information and to execute stock exchange orders as a contracting party.

In case the securities deposited are the subject of a drawing by random lot, ONE will allocate them proportionally amongst the Clients.

5. PROTECTION OF BANK DEPOSITS IN SWITZERLAND

In the case of forced liquidation of the Bank, the deposited assets, as defined in Art. 16 and 37d of the Banking Act, will not form part of the estate in liquidation but will be deducted in favor of the Client subject to any claims ONE may have against him. Where ONE itself is the depositor with a third party in Switzerland or abroad, the deposited assets will be presumed to belong to its Clients and will therefore also be deducted from the estate in liquidation. Said assets will include in particular movable objects and securities deposited by Clients as well as movable objects, securities and claims held by ONE on a fiduciary basis on behalf of its Clients.

Client's deposits with the Bank are protected up to a maximum of CHF 100,000 per client. All information about the deposit protection scheme is available at www.oneswissbank.com and www.esisuisse.ch.

6. INSTRUCTIONS

6.1. EXECUTION OF INSTRUCTIONS

Irrespective of their form and means of transmission, ONE will endeavor to process the instructions received for transactions to be executed as soon as possible, taking into account the opening hours of its departments and in compliance with the laws, regulations and practices applicable in Switzerland and at the place of business of its counterparts, brokers, market makers, stock exchanges

and trading platforms and markets concerned, in particular with a view to fight fraud, market abuse and insider trading.

Each order must indicate the direction of the transaction (buy or sale), the amount or, depending on the circumstances, the designation, characteristics and number of securities to which it relates and all information necessary for its proper execution.

For technical reasons (e.g. maintenance, overload, etc.) or for reasons beyond the control of ONE, there may be a delay between the time an instruction is given and the time it is registered by ONE's systems. The prices and exchange rates transmitted to the Client may vary substantially in times of volatile markets and will not necessarily be applicable when the Client's instructions are executed. ONE shall not be liable if the deadline set by the Client is too short in view of the circumstances.

Conditional instructions that ONE is unable to pass on to the stock exchanges or trading markets and platforms in their current state, such as limited instructions relating to bonds and other instruments processed by private sale, will only be accepted on a discretionary basis. ONE shall not be liable for their non-execution or execution under different conditions. If the Client does not wish to assume this risk, it is his responsibility to ensure that ONE is able to pass on said instructions in their current state.

ONE records the instructions received in chronological order. An order in the process of being executed is recorded as a new order when it is confirmed or amended without further indication. In order to avoid unwanted duplicate instructions, it is the Client's duty, in case of doubt, to make sure, if necessary by using a means of communication other than that used for the transmission of the instructions, that these instructions have indeed been received by ONE.

The cancellation of instructions is only possible if the execution has not started, which the Client must verify, if necessary by using a means of communication other than that used for the transmission of said instructions. When pending instructions cannot be processed according to the instructions received, ONE is authorized to cancel them at will after a period in accordance with banking practice (usually one month), provided that it informs the Client accordingly by any appropriate means, even if the Client has not set a deadline.

At the Client's request, or with the Client's authorization, ONE will provide advice, guidance and/or warnings and will carry out quality and/or appropriateness checks within the framework of the instructions given to it. However, the Client is responsible for all the consequences of any decision he takes and the instructions he gives or those given by an authorized representative. The Client is aware and accepts that ONE does not monitor changes in the securities the Client has deposited with it, even where said securities have been purchased on the basis of recommendations, advice or other information provided by ONE, unless ONE has expressly undertaken to do so with one of its management mandates.

ONE is not obliged to inquire as to the reasons why a representative authorized by the Client wishes to carry out

a transaction. The Client alone shall bear any risks of abuse and any possible losses that may result from such transactions.

6.2. ERRORS AND DELAY IN THE EXECUTION OF INSTRUCTIONS

When the Client must meet certain payment deadlines towards third parties, it is his responsibility to anticipate possible delays in the execution of his instructions.

If ONE, for reasons beyond its control, is unable to execute a transaction in full accordance with the Client's instructions, the Client will be notified thereof. ONE shall not be liable for any risks arising from the fact that the Client cannot be contacted.

ONE may at any time and automatically correct material errors it has made, whether they arise or not from the execution of instructions, and in particular may debit the Client's account or custody account under good value for any amounts or assets (or proceeds from the realization of assets or their equivalent) that have been credited in error, without the Client being able to contest them on the grounds that he has already disposed of them or that he believed in good faith that they were intended for him.

7. FOREIGN CURRENCY TRANSACTIONS

Any transaction in a foreign currency is subject to the Swiss regulations and those of the countries issuing the currency. If the execution of the transaction is impossible or unlawful, the Client alone will bear any related losses and consequences arising therefrom.

ONE reserves the right, without being under any obligation to do so, to execute any transaction in a foreign currency by crediting or debiting any account of the Client at the exchange rate applicable on the transaction date if the Client does not have an account in that currency or if cover in the appropriate currency is insufficient, if the currency is unavailable, not freely transferable or not fully convertible, or if ONE exercises its privileges arising from pledges or its rights of retention or setoff. Any fees, commissions, taxes and levies resulting from the holding of these assets shall be borne solely by the Client. Any exchange losses or similar shall, where applicable, be borne by the Client.

Assets in foreign currencies may be placed in ONE's name, on behalf of and at the Client's risk, with a correspondent of ONE in the monetary areas concerned or elsewhere. The Client shall bear his proportionate share of all risks and consequences that may directly or indirectly affect these assets as a result of any legal, economic, political, tax, administrative measures or events of force majeure, popular uprising or war in the countries issuing these currencies or in which the accounts are held or the assets are deposited, as well as the risk of default on the part of any correspondent. If, as a result of such measures, the return of the assets proves difficult or impossible, ONE will only be obliged to provide the Client with a claim to try to obtain the proportional return of the entrusted assets at their place of custody, insofar as such a claim is transferable.

ONE is validly discharged from all obligations denominated in foreign currencies by solely making records at the place

where the accounts are held with its correspondents, by giving to the Client checks drawn on its correspondents or on the institutions in the countries where these currencies are legal tender, or by having the Client's funds held the funds at the Client's disposal.

8. STOCK EXCHANGE TRANSACTIONS

ONE executes and transmits stock exchange orders at the Client's risk in accordance with the Client's instructions and the laws, rules and customs of the markets concerned. If the execution of an instruction proves impossible or unlawful, the Client alone will bear any related losses and consequences.

Unless otherwise instructed, orders concerning securities traded on several markets will be executed at ONE's discretion on any one of them, including the unlisted market.

Any order must meet the conditions provided in Art. 6.1. SC relating to the execution of instructions. An order in the process of being executed will be recorded as a new order if it is confirmed or amended without further indication.

Unless otherwise agreed, all orders must be fully covered. An order executed without sufficient provision must be covered within 48 hours, failing which ONE may, without further notice, reverse the transaction and record the result of both transactions in the Client's account

The provisions of Art. 9 SC are also applicable.

9. SECURITIES TRANSACTIONS

Securities transactions are subject to the laws and regulations in force, in particular those relating to markets, places of issue and custody. When giving instructions to ONE relating to such transactions, the Client confirms that he accepts them without any reservation. Pursuant to the rules deriving therefrom, in particular with regard to market transparency and supervision (e.g. obligation to notify qualified or majority shareholdings or to provide information concerning certain transactions), the levying, exemption or reduction of withholding taxes at the source, ONE may be obliged, and, if necessary, is already authorized by the Client, to provide the intervening parties and the competent authorities with information about such transactions, the Client, the instructing party and/or the beneficiary, even when it is acting in its own name.

For this purpose, the Client acknowledges and agrees that if he wishes to hold U.S. securities, he must first sign ONE's appropriate form, under the terms of which he must confirm whether or not he is a citizen and/or a taxpayer of the U.S. (U.S. Person or Non-U.S. Person). The Client agrees to inform ONE immediately if his status changes from "Non-U.S. person" to "U.S. person" and vice-versa.

Unless otherwise instructed, orders may be executed, at ONE's discretion, on any stock exchange or any market or trading platform, through brokers and market makers, or as part of an over-the-counter transaction. ONE will select the brokers and market makers to whom it entrusts the execution of the orders. They act at the sole risk of the Client.

ONE is free to execute the orders as an intermediary or a counterparty, and in both of these cases to apply them within its client base, provided that this method is not detrimental to the Client. In principle, ONE will act as an intermediary in its own name but on behalf of and at the risk of the Client for all stock exchange orders or orders processed on any other trading markets or platforms. When ONE acts as an intermediary, ONE's fees and disbursements (correspondent's brokerage fees, carriage, insurance, etc.) and ONE's handling costs are added to the price of the transactions.

The Client undertakes to comply with the position limits imposed by the stock exchanges, markets and trading platforms with regard to its global position, taking into account, where applicable, the position he holds with other custodians.

Unless otherwise agreed, all orders must be fully covered. In the event of an uncovered position, ONE is in any event authorized to reverse the transaction and record the result of both transactions in the Client's account.

The Client is solely responsible for monitoring his positions and for fulfilling the reporting obligations in respect of significant holdings, taking into account any positions he may hold with other custodians. ONE is under no obligation to draw the Client's attention to his reporting obligations. ONE may itself be obliged, and is hereby authorized by the Client to do so, to provide the relevant authorities, stock exchanges, trade repositories, and/or issuers concerned with information about, in particular, the Client, his positions and transactions, and even the beneficial owner, when such thresholds are exceeded on its books. In addition, the Client is solely responsible for complying with the reporting requirements for management transactions. ONE shall be under no obligation to draw the Client's attention to these obligations.

ONE may, subject to notification to the Client, cease to manage the assets in full or in part, where such management would entail a reporting obligation for the Bank. Similarly, it may register securities in the Client's name if registration in its own name would involve a reporting obligation on its part or when the Client's position, considered individually or globally with that of any other Client acting (or appearing to act) in concert, exceeds a reporting threshold.

When investing in funds and financial products not promoted or distributed by ONE, the Client is responsible for obtaining any explanatory and contractual documentation relating to such investments, and releases ONE from any liability in this respect. This discharge is only valid if the documentation is not available or otherwise accessible. If the documentation is accessible to ONE, it must be made available to the Client based on the "reasonable effort" principle. In most cases, it is sufficient to provide the Client with the link to a website (e.g. SIX or swissfunddata or ONE's website) where the key information document is accessible. In any case, ONE reserves the right to refuse investment instructions in assets for which no subscription form or explanatory and contractual documentation have been obtained, duly signed and

accepted by the Client, and shall thereby be discharged from any liability in this respect.

In addition to the other points provided for in Art. 10 SC, by sending ONE instructions relating to any security, the Client confirms:

- having familiarized himself with all relevant documents and raised any questions regarding the contents thereof, and having read and understood any subscription documents;
- that he meets all of the eligibility requirements set forth in the subscription documents (nationality, domicile, registered office, profession, status, etc.);
- the accuracy of all information about him on any subscription forms, and acknowledges that he will be bound by their terms in the same way as if he was subscribing directly;
- being aware that holding foreign securities, in particular but without being limited to U.S. or English securities, may sometimes have tax-related consequences, especially in terms of inheritance tax, irrespective of the nationality and residence of the deceased holder;
- that where ONE acts on an execution only basis (i.e. where ONE does not execute orders on the basis of a recommendation pursuant to an advisory agreement with the Client) no suitability or appropriateness test will be carried out in respect of any order placed by the Client, that this notice is provided to the Client once and not before each transaction, and that as a matter of principle, ONE is not obliged to prepare a Key Information Document (or equivalent) for Execution only Transactions.

10. FOREIGN EXCHANGE AND PRECIOUS METALS TRANSACTIONS

In accordance with the current foreign exchange regulations, ONE sells and buys spot and forward currencies, foreign banknotes and precious metals. If the Client fails to meet his obligations in respect of forward transactions by the due date, ONE shall be entitled, at the Client's expense, either to terminate the contract or to execute the transaction in accordance with its terms. The burden will be on the Client to prove that the transaction complies with the legal requirements for foreign exchange transactions. The Client alone shall bear any losses and consequences resulting therefrom, to the full discharge of ONE.

11. INFORMATION ABOUT THE RISKS

Any investment or transaction involves risks, regardless of the market, the issuer and/or the underlying assets involved.

The typical risks include, in particular, price risks, which may be linked to fluctuations in interest rate or exchange rate, other general factors affecting the market or factors specific to the issuer, and creditor's and shareholder's risks associated with the creditworthiness or default of the issuer. Past performance of investments is no indication of their future performance. Lack of investment diversification is a source of risk. The value of a portfolio may vary at any time, regardless of the general market fluctuations or strategy adopted in terms of risks, and despite the diligence with which it is managed.

Some types of transaction and investment also involve particular risks, such as a high-risk potential or a complex risk structure, such as in particular options, forward and futures transactions, structured products, finance and risk transfer products (credit derivatives or event-driven derivatives), alternative and non-traditional investments (hedge funds, private equity, real estate, precious metals and other commodities), and investments in emerging markets.

The Client who opens a custody account receives standardized information from ONE about the nature and risk of such securities transactions. To this end, ONE provides the Client with a copy of or a link to the Swiss Bankers Association brochure on Risks Involved in Trading Financial Instruments, also available on the Bank's website at <https://oneswissbank.com/>. This information also applies, where relevant, to foreign exchange transactions and other markets or underlying assets.

ONE will also refer the Client to the key information document, prospectuses, advertisements, contractual sales documents, subscription documents and any other equivalent information documents available to the public at the time of issue or placement of the instruments in which the Client wishes to invest, insofar as such documents provide information about the risks associated with the transactions concerned. The provisions of Art. 9 SC will also apply in this respect.

Depending on the instruments or transactions, the Client may lose all or part of the sums invested and, in some cases, may be required to pay more than the amount initially paid. The Client may request additional information from ONE at any time. Unless expressly requested, he declines to receive additional information on this subject.

In addition to the other points provided for in Art. 9 SC, by sending ONE instructions relating to any transaction, the Client confirms:

- having familiarized himself with all relevant documents and raised any questions regarding their contents, and having read and understood any subscription documents;
- having received from ONE all useful and necessary information on this subject;
- that he has sufficient experience and knowledge in the financial sector to assess the benefits and risks (alone or with the help of his own financial, legal and tax advisors) given his objectives and his personal, financial and tax situation;
- having performed such an assessment, even if the transaction was the subject of prior advice from ONE, having understood the nature and scope of any risks associated with the transaction and that he is prepared to accept such risks in full.

ONE may be required by virtue of applicable laws and regulations, or the contractual relationship with the Client, to provide the Client with certain documents (such as basic fact sheets, key investor information documents, prospectuses or reports). The Client authorizes ONE to provide these documents or send them to the Client by electronic means/communication or fax instead of sending a paper copy, even in the absence of an explicit waiver.

The Client acknowledges that in the case of investment recommendations via remote communication, ONE may not be able to provide the key information document prior to the execution of the relevant transaction. The Client explicitly agrees that the key information document will be provided by ONE after the transaction has been executed.

12. TRANSFERS OF FUNDS AND OF SECURITIES

The execution of instructions to transfer funds and securities, whether in Switzerland or cross-border, is subject to the laws, regulations, customs and practices in force in Switzerland and in the countries concerned, in particular with regard to combating money laundering and terrorist financing.

As such, ONE may be obliged to provide information and data, some of which may be of a personal nature, to all third parties involved in the electronic payment services, such as beneficiaries, correspondents and all parties and operators involved in the processing chain and systems, including in particular SIC (Swiss Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication), with regard to both the Client (deemed the instructing party even if he is not personally the author of the transfer instruction) and the beneficiary of the payment to be credited, in particular but not exclusively the surnames and first names/company name, the account number and, for some payment systems that require it, the IBAN (International Bank Account Number) code, the address of domicile/registered office as well as the BIC (Bank Identifier Code) code. These rules are also mandatory for conventionally named accounts and may apply to the transfer of securities and to the receipt of national and cross-border transfers in euros at the instruction of the Client or his representative, in accordance with the SEPA (Single Euro Payment Area) payment standards. Furthermore, the Client understands and accepts that some foreign banks request information about the beneficial owner(s) of the transferred assets, failing which the instructions will not be executed or the assets will be frozen by the said receiving banks.

In addition, the Client acknowledges and agrees that pursuant to foreign laws and regulations, all parties involved in a transaction may, for their part and in turn, transmit such data to their respective official authorities and agencies as well as to third parties (in particular for processing or archiving purposes) located in other countries, within or outside the European Union, such as the U.S. It is recommended that, where applicable, the Client obtains information on the exact scope of these rules and instructs any authorized signatory accordingly. Transactions denominated in foreign currencies are executed through international channels. This may also apply to transfers in Swiss francs.

The Client is therefore advised that once the information and data related to him reaches a country outside Switzerland, it is no longer protected by Swiss law, in particular by the Swiss Federal Act on Data Protection and bank-client confidentiality (or banking secrecy), and will be subject to the provisions and measures applicable abroad. The Client is also aware that in some foreign countries there is not

necessarily any equivalent to the Swiss rules to ensure the protection and security of such information and data.

As such, the Client expressly waives any benefit from banking secrecy and the protection of the Swiss Federal Act on Data Protection and expressly authorizes ONE to disclose the information necessary for the execution of his instructions for the transfer of funds and securities, even if such instructions do not originate from the Client himself but from an authorized signatory, as required by the aforementioned applicable laws and regulations.

13. BILLS OF EXCHANGE AND OTHER SIMILAR INSTRUMENTS

13.1. ISSUANCE

ONE may, on request and under certain conditions, issue checks which must be safeguarded with the greatest care. The loss, theft or misuse of these must be reported to ONE immediately. The Client and the holder shall bear all losses and consequences resulting therefrom, releasing ONE from all liability.

In the event of a written objection by the Client to the payment of a lost or stolen check issued by him, ONE may, by refusing payment, freeze the amount of the check until the dispute between the issuer and the beneficiary has been settled amicably or by a court of law.

ONE reserves the right to pay a check after the expiry of the presentation period, to refuse payment of any check which is not fully covered by funds, and to withdraw the authorization to issue checks at any time with immediate effect and without stating its reasons, whereupon unused checks must be returned to ONE immediately. Should it refuse to pay a check, ONE shall not be liable for the consequences resulting from information it was required to disclose to the beneficiary.

The collection of bills of exchange and other similar instruments is subject to the following provisions, with the understanding that in the event of non-acceptance or non-payment, ONE is under no circumstances obliged to protest, to give notice thereof, or to observe the legal deadlines concerning the securities it holds as owner, beneficiary, bearer or agent for the collection thereof, and, that if it nevertheless carries out these formalities, it does so without assuming any liability in this respect. ONE is entitled to debit the Client's account with any amount collected if the drawee cancels his payment, regardless of the date.

The Client releases ONE of any liability in respect of any obligations that ONE may have entered into on his behalf in connection with bills of exchange and other similar instruments.

13.2. RECEIPTS

The receipt of any documents entitling the Client to receive a payment such as bills of exchange, bills of lading, letters of credit, invoices, receipts and debt instruments is subject to international rules and practices. In principle, ONE does not accept on the Client's behalf checks, bills of exchange or documents made out directly to the Bank and for which the Client is the actual creditor or beneficiary.

ONE may formalize the documents, in particular by completing those left blank, at the remitter's risk. ONE accepts no liability regarding the form, accuracy and authenticity of any documents it agrees to receive or for the statements, references and signatures contained therein.

ONE is not obliged to observe, beyond its material possibilities, the legal forms and deadlines for the safeguarding of rights attached to the said documents and will not accept any liability for failure to observe them.

ONE may accept all instruments in payment for any documents to be cashed without incurring any liability should such instruments not be honored.

If the documents are not paid for on time, ONE may debit the Client's account with the amount previously credited or discounted, without this implying any novation, and may retain the documents until the balance (if any) on the account has been repaid, and may exercise in its own favour all rights attached thereto against any person obliged in consequence thereof.

In the case of bills of exchange, the Client must refund to ONE, and ONE may debit from his account to this effect, any amount credited for which a right of recourse has been exercised against ONE under foreign laws and regulations (in particular U.S. laws and regulations) which give the drawee a right of recourse against the endorser for the reimbursement of the amount paid, in particular where the formal validity or endorsement is disputed.

13.3. DOMICILIATION

Any domiciliation by the Client of documents and bills of exchange drawn on him is subject to ONE's prior acceptance and constitutes a mandate to ONE to pay them by debiting his account, subject to there being sufficient funds available. In the absence of instructions on general domiciliation, the Client must notify ONE of the domiciliation well in advance of the due date. Unless otherwise instructed, ONE will not pay documents and invoices that are presented late, that have references that differ from those on the domiciliation notice or for which the instructions are imprecise or ambiguous. ONE shall not be responsible for the authenticity or validity or the late arrival of domiciliation notices concerning domiciled documents and bills paid on the Client's instructions.

13.4 BANK CARDS

ONE may also issue bank card to the Client (or his authorized representative) at his request and at his expense. If the Client decides to order a bank card, he acknowledges and accepts that ONE is obliged to disclose his identity and other personal data to the issuing company which may be located in a country other than Switzerland. By using a bank card, the Client is aware and also accepts that third parties may become aware of the existence of his relationship with ONE.

The Client acknowledges and accepts that ONE may, at any time and without giving reasons, request the issuing company to block or cancel the card with immediate effect, in particular if one or other of the parties terminates the relationship between ONE and the Client. Termination will result in all sums still due under the bank card becoming immediately payable and without further formality.

The Client hereby authorizes ONE to pay, by debiting his account(s), invoices for expenditures made with his credit card.

The Client is aware of, and accepts that, ONE will only release the balance on his account once the bank card(s) and any unused checks have been returned and it has been confirmed that there are no checks still in circulation.

14. CREDIT TRANSACTIONS

14.1. GENERAL PROVISION

All credit transactions of any kind whatsoever shall be governed by the terms and conditions contained in these General Conditions, supplemented where necessary by the specific conditions governing credit facilities, and any particular conditions agreed in writing such as the loan and pledge agreements.

14.2. USE OF CREDIT

Any credit available on the current account may be used in accordance with the needs of the borrowing Client, for the amounts and in the various forms approved by ONE, and in particular for cash withdrawals such as overdraft facilities on the current account or fixed term advances for agreed periods, for the issue of orders and guarantees or documentary credits under the Client's responsibility, for the conclusion of market transactions such as foreign exchange or precious metals contracts, purchases and/or sales of options, etc. ONE has the right, at its sole discretion, to refuse any transaction whose conditions it deems unacceptable.

14.3. DURATION AND REIMBURSEMENT

Unless otherwise agreed, the Client and ONE will each have the right to terminate the credit facility by giving 30 days' written notice to the other party. In this case, the credit will be repaid after 30 days in the case of current account overdrafts and on the respective maturity dates in the case of fixed term advances. Any other commitments, conditional commitments or market transactions shall be settled on their initially agreed maturity date. No further use of the credit granted will be authorized after receipt of the notice of termination.

Notwithstanding the foregoing, ONE reserves the right to terminate the credit with immediate effect by notifying the Client if any event occurs which worsens the Client's financial situation, which undermines the confidence placed in the Client or which diminishes the collateral provided for such credit, if the Client fails to fulfill or breaches any of his obligations, including towards third party creditors, as well as in the event of the Client's death or in the event that the law or general principles of law permit ONE to do so. In the event that ONE terminates the credit with immediate effect, all of its claims, including those not yet due such as current fixed term advances as well as those that are conditional ones, will become immediately due and repayable without any further notice. In addition, ONE will have the right to proceed with the early settlement of any capital market transactions and any conditional commitments, in the latter case by transferring any cash amounts to the beneficiary as an advance. In the event of early repayment of a fixed term advance, the Client may be charged an early repayment penalty, the amount of which will be determined by ONE on the basis of current market conditions and the remaining term of the advance in question, if the interest rate

applicable to the advance is higher than the current interest rate on the interbank market.

14.4. REMUNERATION

ONE shall decide on a case-by-case basis on the conditions of and rates of debit interest and commission that are payable under the credit, based in particular on the situation on the financial markets, and ONE's refinancing and liquidity costs. Subject to the provisions of Art. 14.3 SC, interest on current account overdrafts will be payable at the end of each quarter. Interest on fixed term advances is payable at the end of the agreed period.

In the event of failure to pay on an agreed due date, ONE shall have the right to increase the interest owed by a penalty on all unpaid amounts until actual repayment is received. Unpaid interest on an agreed due date will itself bear interest itself at rates applicable to current account overdrafts.

ONE reserves the right to pass on to the Client any increase in the cost of credit resulting from changes in the regulations applicable to ONE and/or originating in measures taken by the central bank or other authorities, such as compulsory minimum reserves, increased capital requirements or credit or liquidity ratios.

14.5. JOINT AND SEVERAL LIABILITY

Each and every credit facility entails joint and several debtor liability, both between the borrower Clients, if there are more than one, in particular in the case of joint and collective accounts, and between their successors. Therefore, in the event of death of an individual person, or in event of dissolution of a legal entity, ONE may claim the full amount due to it from any one of the borrower Clients or from their successors.

15. LEASE OF SAFE-DEPOSIT BOXES

15.1. PURPOSE, PRICE AND INALIENABILITY OF LEASE

ONE provides its Clients with safe-deposit boxes of selected sizes within its safety vaults in the offices of some of its entities for the discreet and secure safe-keeping of documents, assets, and appropriate objects and precious metals, provided they are not – by origin or by nature – unlawful, inflammable, harmful, dangerous or unsuitable for safe-keeping by a bank. The Client is responsible for any consequences and losses resulting from a breach of this provision.

The content of the boxes is known only by the Client and is placed therein at the latter's sole risk. ONE reserves the right to verify the nature of objects deposited or to be deposited in the box in the Client's presence. For security reasons or if other imperatives require it, ONE is also entitled to open a sealed deposit in the absence of the Client and at his costs, whenever possible in the presence of a public officer.

As a rule, for any sealed deposit, the Client must provide a signed declaration specifying the nature and value of the deposited assets. The packaging must bear the Client's precise address and be sealed so that it cannot be opened without damaging the seals. The Client will be responsible for insuring the assets deposited.

The Client will be required to sign the rental contract in person at the offices of ONE.

ONE will protect and supervise safe-deposit boxes with the same care as the safety vaults used to safe-keep its own assets. It will only be responsible for damage caused through serious fault on its part and proved by the Client, but at the maximum up to the amount of the insured value declared to ONE.

The Client will be responsible for insuring the assets which are deposited.

The transfer and assignment of the rental contract and any sub-letting are prohibited.

The rent is payable in advance and for the entire period of hire even if it ends prematurely.

Upon the return of the deposit, the Client must report any alterations to the seals, packaging or contents of the deposit immediately. An unconditional confirmation of receipt by the depositor releases ONE from any liability.

ONE will not be responsible for the administration of any assets in sealed deposits.

15.2. ACCESS TO SAFE-DEPOSIT BOXES

Each safe-deposit box is equipped with a key or an electronic lock that only the Client has the code for.

This box may only be opened in the presence of a Bank representative. Before leaving ONE's premises, the Client must inform the employee responsible for the safe-deposit boxes to ensure the safe-deposit box is properly locked. The Client is responsible for the key or code entrusted to him. He must advise ONE without delay in the event of loss or theft and ONE will immediately have the lock changed. The safe-deposit box may be broken open in the presence of the Client or his authorized representative. The Client will be liable for all costs and damage incurred as a result of changes required. At the Client's request and for a fee, the Client's code may be deposited in a safe bag at ONE.

Safe-deposit boxes are accessible during the ONE's opening hours, upon production of the signature of the Client or the persons authorized by him, and, if the Client so requests, of an access code or password.

ONE reserves the right to request any other identification document.

Upon the death of the Client, his heirs – where no other agreement exists with ONE – must demonstrate their rights to ONE before they are allowed access to the safe-deposit box and are permitted to dispose of its contents.

15.3. DURATION AND TERMINATION OF LEASE

The rental contract is concluded for an indefinite period of time. The Client may terminate this agreement in writing at the end of a quarter, subject to a 14-day termination notice. However, ONE reserves the right to terminate the lease at any time with immediate effect and without stating its reasons with a 4 week notice and in accordance with the instructions agreed with the Client regarding the channel of

correspondence for the account. The rental fee paid for the current period will not be refunded. On termination of the lease, the Client will empty the safe-deposit box of its contents and return the code entrusted to him. If, following a written notice from ONE, he has not proceeded to do so within 30 days, ONE may open the box at the Client's expense under the supervision of a public officer and reimburse itself from the contents for everything that it may be owed for rent in arrears, loss of the key, damage, etc.

USE OF E-BANKING SERVICES

1. ACCESS TO SERVICES VIA INTERNET

The e-Banking services include all the services enabling access to banking services using electronic devices (computer, cellphone, tablet, etc.).

Technical access to the services is obtained through dedicated software using an online login selected by the Client or the authorized representative (hereinafter the "User").

Anyone who has proved their identity through one of the identity verification processes provided by ONE will have access to e-Banking.

The User undertakes to change the initial password provided by ONE for his e-Banking upon receipt.

Anyone who has proved his identity in accordance with these terms and conditions will be deemed authorized to access the e-Banking service by ONE. Within the framework and scope of the selected service and the type of right to use, ONE is authorized to allow this person to view and use the account via e-Banking. ONE may also accept orders and communications from said person. ONE may, at any time and without specifying its reasons, refuse to send information and accept instructions, orders and communications via e-Banking and may require the Client to authenticate himself in some other way (for example, in person).

The User unreservedly acknowledges all of the transactions performed in the accounts/custody accounts via e-Banking once he has entered his personal identification information. Moreover, the instructions, orders and communications received by ONE in this way will be considered to have been issued and authorized by the User.

2. USER'S DUE DILIGENCE

The User undertakes to keep secret, even from ONE, any means of verifying his identity and the equipment used, and to protect them against any misuse by third parties. Consequently, any means of identity verification (password, supplement list, etc.) is personal and must not be reproduced or disclosed to third parties even if they are known. The User shall bear any consequences which may result from the disclosure of his personal identification information.

If third parties are suspected of having gained knowledge of the password, or a means of verifying the User's identity, e-Banking access must be blocked and ONE must be notified immediately. The User is liable for the use and/or misuse of his personal identification information.

Upon receipt, the User must check his itemized statements and advices and dispute any lack of clarity or error with ONE in writing within 30 days. In the absence of any such dispute within this period, the itemized statement shall be deemed accepted.

3. STOCK EXCHANGE ORDERS

The processing/recording of stock exchange orders by ONE depends on the technical conditions, ONE's opening days and times and the trading times and days of the various stock exchanges.

ONE accepts no liability for orders not executed on time and in the event of damage (in particular price losses) where it is able to demonstrate that it acted with due diligence.

The User is aware of the fact that ONE does not issue any personalized advice for any stock exchange orders placed via e-Banking.

The User confirms:

- that he has read the "Risks Involved in Trading Financial Instruments" brochure and that he is able to consult it at any time;
- having signed if applicable, the agreements specific to the transactions;
- that he is familiar with the purchase and sale of securities and the conventions involved;
- that he is aware of any risks (securities risk, solvency risk, country risk, currency risk, etc.) which may arise from investments on the financial markets.

ONE accepts no liability for any losses associated with this type of risk.

In the case of purchase of investment fund via e-Banking, the User expressly waives the right to further information such as characteristics of the investment or the risks and costs of any funds.

4. BLOCKING

At any time and without prior notice, ONE is entitled to fully or partially block access to the services (for example, where misuse is suspected, in the case of an imminent threat or for maintenance reasons).

5. TERMINATION

ONE and the User may terminate the e-Banking services with immediate effect and without prior notice.

6. POWER OF ATTORNEY

The power of attorney granted to the User (person whose identity has been verified by the Client for the purposes of ONE's e-Banking services) is valid until such time as it is revoked in writing by registered letter. It should be expressly noted that the Client's death, or his inability to manage his own affairs, does not automatically result in the invalidity of a power of attorney. The latter shall remain valid until it is revoked in writing irrespective of any entries on the commercial register or publications.

The revocation of the signature authority of a person whose identity has been verified by the Client on the signature documents submitted to ONE does not automatically result in the revocation of his right to use the e-Banking services.

On the contrary, an express revocation in accordance with the above paragraph is required.

7. BANKING SECRECY AND LEGISLATION

The User is aware that the data will go through an open network that is accessible to everyone, namely the Internet. The data therefore regularly crosses borders in an uncontrolled manner. This may also be the case when the sender and recipient are in Switzerland. Although the data transfer is encrypted, the sender and recipient are not and may therefore be identified by third parties. It is therefore possible for the latter to infer that a banking relationship exists.

The User is aware that he may violate import/export restrictions on encryption algorithms if he decides to use the e-Banking service from abroad.

8. E-BANKING SECURITY

Although every care has been taken with regard to security aspects and although the e-Banking service uses encrypted processes, it is not possible, at the Client end or at the Bank end, to guarantee complete security.

In particular, the user is aware of the following risks:

- Incomplete knowledge of the system and inadequate security measures may facilitate unauthorized access to the data (storing data to the hard disk with insufficient protection, file transfers, etc.).
- The User is responsible to inform himself about the necessary security measures and to protect his equipment with up-to-date software and protection programs.
- The provider has the technical ability to determine and exploit the User's traffic characteristics and to therefore determine when and with whom the User has been in contact.
- There is a risk that a third party may access the User's equipment unnoticed while using the Internet. This risk is in particular high when using software from dubious sources.
- There is a risk of a virus infecting the computer (for example when using the Internet, when using devices such as USB sticks, external hard drives, CDs, etc. or when using networked computers).
- Suspicious requests should be ignored. The User is the only person who knows his unique identity verification elements.
- To access e-Banking, the User always logs in via ONE's official web page. It is important to close and restart all browser windows before opening an e-Banking session. It is recommended not to open other Internet sites during the e-Banking session and to clear the browser cache at the end of the session.

9. ELECTRONIC PROVISION OF BANKING DOCUMENTS

The specific terms and conditions governing the electronic submission of bank documents via ONE's e-Banking (hereinafter the "Bank Documents") supplement and/or

amend the current terms and conditions for electronic services (General Conditions), and apply to the electronic submission of bank documents via e-Banking.

The Client authorizes ONE to provide him electronically with documents relating to his banking transactions, via e-Banking. ONE is hereby already authorized to immediately provide the Client with relevant Bank Documents electronically via e-Banking. ONE reserves the right to change its service offer at any time. The electronic provision of Bank Documents regulated by these conditions relates to banking relationships, etc. based on separate contracts or on ONE's General Conditions (for example basic documents, etc.).

Any document made available to the Client electronically has the same legal effect as a document physically delivered to him and constitutes the original document.

The place of performance for the electronic provision of Bank Documents will be the User's inbox in e-Banking. ONE is however entitled to issue Bank Documents only, or also, as hard copies at any time without the need to specify its reasons. The documents will be deemed to have been duly received on the date on which they are made available via e-Banking. The various time limits in force, in particular the deadline for complaints, begins to run upon receipt of the Bank Document in question.

The Client undertakes to report his complaints regarding electronic Bank Documents in accordance with the timeframes and conditions set out in Art. 7 GTC

The Client hereby expressly acknowledges that, by providing electronic Bank Documents, ONE is fulfilling its reporting and communication obligations in particular.

The Client is aware of the fact that the electronic Bank Document is made available to the user in his email inbox installed as part of the e-Banking setup for 240 days from receipt thereof and that, upon expiry of that period, the document will no longer be available in electronic format.

The Client may, at any time, send a request to ONE, via e-Banking to provide him with documents for his banking transactions again in paper form. The Client is aware of the fact that the electronic Bank Documents already provided by ONE are deemed to have already been delivered.

Ordering additional documents in paper format or electronic format is subject to fees. The price for these services to be provided by ONE is determined by the current price list.

10. EXCLUSION OF BANK'S LIABILITY

ONE is not liable for the accuracy or completeness of the data sent by ONE via e-Banking. Information about the accounts/custody accounts (balances, statements, transactions, etc.) and the freely accessible data about stock prices or exchange rates are provisional and are not binding on ONE. Communications sent via e-Banking shall never constitute offers binding on ONE, unless they are expressly designated as such.

ONE does not deal with the technical conditions of access its services. This is the User's responsibility. For this reason, ONE is not responsible for the provider, the software or the hardware used by the User.

The e-Banking traffic goes through the public Internet network and public telecommunications facilities, which are not specially protected. ONE accepts no liability in the case of detrimental consequences suffered by the User which are attributable to transmission errors, technical faults, interruptions, disturbances and unlawful interventions in respect of the telecommunications facilities.

ONE accepts no liability in the case of detrimental consequences suffered by the User resulting from non-fulfillment of contractual obligations and, in the case of indirect harm or consequential damage such as loss of profits or third-party claims.