Banque Cantonale Vaudoise
PCE 191 / 1661
Case postale 285
1001 Lausanne

Your request to sign up for BCV-net

Dear BCV Client,

Thank you for your request to sign up for BCV-net.

Please find enclosed two copies of the BCV-net membership agreement. You (or your authorized representative) are kindly asked to fill it out and return one copy to me. The second copy is for your records. You can fold this letter in half and put it in an envelope with a window so that the return address shows.

You will receive your BCV-net log-in codes by mail at the address you provided on your membership agreement. You will be able to log into your BCV-net account via www.bcv.ch as soon as you receive this information.

If you have a smartphone, you can download the **BCV Mobile** app, which offers almost all the same functions as BCV-net.

If you would like more information about BCV-net, please contact our business banking hotline on 0844 228 228 from Monday to Friday between 8am and 6pm.

Yours sincerely,

Banque Cantonale Vaudoise

Information for filling in the BCV-net membership agreement

Please submit a membership agreement for each person wishing to obtain BCV-net access codes.

Consultation:
: The user only has access to account balance(s) and transaction details.

Individual signing authority:
: Only the user's signature is required to make payments and retrieve customer payment data.

Joint signing authority:
: Two signatures are required to make payments and retrieve customer payment data.

Input without signature:
: The user can enter and view payments and retrieve customer payment data.

Signature group:
: This field must be completed only if the user should be added to a new or different signature group. Joint signing authority enables the user to access BCV-net account(s) and services along with another authorized user. However, members of the same signature group (A or B) may not sign together; each signatory must be from a different group.

Salary details:
: Allows user to view payments set up (online or payment file) using the code "salary". Payments set up online automatically generate a notice with no details.

E-Statements:
: The user can download various electronic statements (see point 4 of the BCV-net Terms and Conditions of Use).

BCV
Banque Cantonale Vaudoise

BCV-net user authorization – corporate and private clients

The undersigned Client

Company name/
Last name, First name: ....   Client relationship No.: ....

Address: ....

hereby authorizes

the following User

Client relationship No.: ....   User ID (if available): ....

Last name: ....   Date of birth: ....

First name: ....   Nationality(ies): ....

Home address: ....

to use BCV-net for the accounts and services listed below, with the stipulated access rights.

Account(s)

Authorization may only be given for accounts and services held in the Client's name.

		Access rights					
Account No.:	**Consultation**	**Signing authority**		**Input without signature**	**Signature group**	**Salary details**	**e-Statements**
		Individual	**Joint**				
	☐	☐	☐	☐		☐	☐
	☐	☐	☐	☐		☐	☐
	☐	☐	☐	☐		☐	☐
	☐	☐	☐	☐		☐	☐
	☐	☐	☐	☐		☐	☐

BCV-net authentication

☐ Using the BCV smartCode reader

☐ Using a mobile phone via BCV smartID (iPhone* or Android** smartphone required)
Phone number: ....

Access codes should be sent to: ☐ the Client's address   ☐ the User's address

(using mailing instructions already provided)

The Client and the User hereby accept:

- **the BCV-net Terms and Conditions of Use**
- **BCV's General Conditions, in particular the application of Swiss law and the place of jurisdiction in Lausanne**

The above documents are an integral part of this membership agreement.

The Client is responsible for training the User on how to use BCV-net. The User's access rights are valid until expressly revoked in writing.

Place and date : ....

....
Client signature(s)   User's signature
(for companies: as per commercial register/articles of association)

* iPhone is a registered trademark of Apple Inc.
** Android is a registered trademark of Google Inc.

BCV-net user authorization – corporate and private clients

◀ BCV Banque Cantonale Vaudoise

The undersigned Client

Company name/
Last name, First name: ....

Client relationship No.: ....

Address: ....

hereby authorizes

the following User

Client relationship No.: ....

User ID (if available): ....

Last name: ....

Date of birth: ....

First name: ....

Nationality(ies): ....

Home address: ....

to use BCV-net for the accounts and services listed below, with the stipulated access rights.

Account(s)

Authorization may only be given for accounts and services held in the Client's name.

		Signing authority			Input without signature	Signature group	Salary details	e-Statements
Account No.:	**Consultation**	**Individual**	**OR**	**OR Joint**				
	☐	☐		☐	☐		☐	☐
	☐	☐		☐	☐		☐	☐
	☐	☐		☐	☐		☐	☐
	☐	☐		☐	☐		☐	☐
	☐	☐		☐	☐		☐	☐

BCV-net authentication

☐ Using the BCV smartCode reader

☐ Using a mobile phone via BCV smartID (iPhone* or Android** smartphone required)
Phone number: ....

Access codes should be sent to: ☐ the Client's address   ☐ the User's address

(using mailing instructions already provided)

The Client and the User hereby accept:

- **the BCV-net Terms and Conditions of Use**
- **BCV's General Conditions, in particular the application of Swiss law and the place of jurisdiction in Lausanne**

The above documents are an integral part of this membership agreement.

The Client is responsible for training the User on how to use BCV-net. The User's access rights are valid until expressly revoked in writing.

Place and date : ....

....
Client signature(s)   User's signature
(for companies: as per commercial register/articles of association)

* iPhone is a registered trademark of Apple Inc.
** Android is a registered trademark of Google Inc.

Emetteur de la demande	**Administration clientèle CCT**
Client identifié, signature contrôlée et exploitations / autorisations des comptes vérifiées	N° Opérant / Réf.: ....
N° Opérant / Réf.: .... UO / UG:	Visa: ....
Date: .... Visa:	Reçu le: ....

I. General Conditions

1. BCV-net (accessed via BCV's website or the BCV Mobile app)

Banque Cantonale Vaudoise ("BCV") provides its customers with the ability to view their accounts and carry out certain types of transactions using BCV's online banking system ("BCV-net"). BCV-net may be accessed via BCV's website or the BCV Mobile app.

These Terms and Conditions of Use for BCV-net govern the relationship between:

(i) BCV and

(ii) the customer (i.e., the holder(s) of the account(s) for which a BCV-net Membership Agreement was requested by the customer and was granted by BCV) or the customer's representative (collectively the "Customer")

with regard to BCV-net and its various features.

An authorized user is defined as the Customer or any other person specifically authorized by the Customer who uses BCV-net (collectively the "User"). Both the Customer and the User are bound by these Terms and Conditions of Use. The Customer assumes full responsibility for the compliance with these Terms and Conditions of Use by any User whom the Customer designates. The Customer must inform any such User of these Terms and Conditions of Use. Once the BCV-net Membership Agreement has been signed by the Customer and accepted by BCV, thereby finalizing the user contract entered into with BCV, the User will receive instructions on how to log in to BCV-net. Further information will be available on BCV-net.

By using BCV-net, the Customer and any designated User expressly accept these Terms and Conditions of Use and BCV's fee schedule.

2. Access to BCV-net services

2.1 Users log in to BCV-net and its various features by correctly identifying themselves with their BCV-net user ID, personal password consisting of numbers and/or letters, and one of the following means of identification:

- A temporary authentication code sent via text message to the User's mobile telephone;

- A BCV e-code reader and card (invoiced according to BCV's fee schedule, available at www.bcv.ch), with instructions for use provided in the quick reference guide (available at www.bcv.ch/ecode);

- A BCV smartCode reader (invoiced according to BCV's fee schedule, available at www.bcv.ch), with instructions for use provided in the quick reference guide (available at www.bcv.ch/smartcode);

- BCV smartID, which generates a temporary QR code in the BCV Mobile app on the User's mobile telephone.

Users are responsible for using the means of identification listed above.

2.2 The password initially provided by BCV must be changed by the User upon receipt (following the onscreen instructions).

The User must create a new password consisting of a series of characters (letters and/or numbers). BCV will not know the password and advises the User to change passwords regularly.

2.3 BCV is entitled to treat any User identified in accordance with Section 2.1 as having been authorized to access BCV-net, without the need for further proof of authorization. BCV will not conduct any verification beyond one of the processes described in Section 2.1. BCV is not required to verify whether the instructions received correspond to the Customer's normal behavior. The User may therefore validly:

- send messages to BCV via the secure electronic messaging system;

- obtain and use information regarding any accounts to which the User has access;

- give orders to debit any accounts specified by the User (using the BCV-net dedicated functions only);

- place market orders to buy or sell securities held or to be held in the securities account linked to the debited or credited account specified by the User (using the BCV-net dedicated functions only).

2.4 BCV will be deemed to have met its obligations when it acts on requests, received via BCV-net's dedicated functions, to view accounts or to make payments or place market orders, provided that BCV acts in accordance with the agreement(s) entered into between BCV and the Customer.

2.5 Orders made via BCV-net will be executed as soon as practicable. BCV is entitled, at its discretion, to refuse to execute specific orders placed via BCV-net, in particular, if there are insufficient funds or if the orders exceed the pre-defined credit limit. Any orders placed via BCV-net will be subject to BCV's Special Conditions Applicable to Payment Processing and the Safe Custody Regulations (available at https://www.bcv.ch/en/Legal-information/General-conditions-and-regulations).

2.6 The Customer agrees to unconditionally accept all transactions executed by BCV on the basis of orders submitted by the User via BCV-net, even without written confirmation by the Customer. The Customer also agrees that all instructions and other communications received by BCV via BCV-net will be deemed to have been issued by the User, who is authorized to represent the Customer.

2.7 The Customer is responsible for informing the User of any changes that the Customer requests of BCV that could affect the type of access given to the User. BCV will not specifically confirm to the User any such changes that are made.

3. Duty of care of the Customer and the User relative to the various means of identification

3.1 The User is responsible for the means of identification that the User uses, and should take every precaution to keep them safe. To protect against unauthorized use, the User must ensure that the User's personal password and PIN for the BCV e-code reader and card remain strictly confidential. Personal passwords and PINs must not be kept in writing. The Customer assumes full responsibility for all risks arising from third-party knowledge of the User's means of identification. The User must immediately change the User's password or PIN if there are reasons to suspect that they have become known to an unauthorized third party.

Additional information on the use of the BCV e-code card is available in French on the BCV website at www.bcv.ch/ecode.

3.2 In the event of log-in authentication via text message, the text message containing the code is sent via a mobile phone network and is not encrypted. Other data sent via text message are not encrypted either.

- Text messages are sent via mobile telephone operators in Switzerland. These operators could acquire knowledge of information sent at the User's request by BCV to the User via text message, and in this way become aware of the User's banking or other contractual relationship with BCV. BCV cannot be held responsible for the content of these messages, nor for any delay, interruption in service, or error. Successful transmission of data via text message cannot be guaranteed by mobile telephone operators, BCV, or any other partner, and sent data may be incomplete or incorrect despite every effort to ensure errorfree operations.

- In the event of a change in the number of the User's mobile telephone or other device on which text messages can be sent and received, the User will be responsible for informing BCV as soon as practicable in order to ensure that the User can continue to access BCV-net.

3.3 If the User's mobile telephone or other device on which text messages can be sent and received or on which the BCV smartID system can be used is stolen or lost, the User must immediately contact the mobile telephone operator to block the SIM card and must inform BCV, which will block the User's access to BCV-net as soon as practicable.

4. BCV-net environment

4.1 The BCV-net environment (the "Environment") refers to all services provided by BCV to the Customer and/or accessible by the User via BCV-net.

4.2 Unless specifically requested, when initially subscribing to BCV-net, the Environment will automatically include all services provided by BCV to the Customer (including bank accounts, Epargne 3 savings accounts, mortgage loans, securities accounts, bank cards, and accounts for which the Customer has power of attorney).

4.3 Each User can independently manage the User's Environment, such as to add/remove access to individual accounts, add/remove cards, or create/delete standing orders.

4.4 Each User alone is responsible for managing the User's Environment. BCV will not specifically confirm for the Customer or the User any changes made by the User to the Environment.

5. Exclusion of liability

BCV's exclusion of liability

5.1 Given that only the Customer and User control the means of access to and the rights associated with BCV-net, BCV can in no way monitor access to the service or transactions carried out. BCV is authorized to treat any instruction it receives, once the authentication process described in Section 2.1 is successfully completed, as an instruction from the Customer or from the User (who is authorized to represent the Customer to BCV). The Customer thus assumes the risks resulting from: (i) a manipulation

of the User's IT system; (ii) the fraudulent use of the authentication process described in Section 2.1; and (iii) the intrusion of an unauthorized third party during the data transmission process.

5.2 BCV cannot be held responsible for the accuracy or completeness of transmitted communications. In particular, account information (such as balances, extracts, and transactions) is considered indicative and is not binding on BCV. Moreover, unless expressly stipulated to the contrary, the communications sent are never firm offers. Information about market prices and exchange rates is therefore indicative only and is never binding on BCV.

5.3 The BCV-net messaging system is designed solely for exchanging information and for the Customer to send requests relating to operations that may be carried out on BCV-net, such as changing an address, closing an account, or ordering foreign currency. **It may not be used to send legally binding orders or instructions, such as payment or market orders. BCV will therefore not execute any legally binding orders or instructions received via the BCV-net messaging system.** These must be made using the functions and designated forms provided by BCV in a dedicated tab in BCV-net. Information and proposals sent via the messaging system are not binding on BCV, since a legally binding commitment requires the signature of two authorized signatories.

Duties of the Customer and User

5.4 The User is required to take every precaution to protect the User's log-in materials and information. These means of identification may in no event be provided or made accessible to third parties. Passwords must not be noted on any means of identification or recorded in electronic or physical format. Passwords must not be easily deduced (e.g., telephone numbers, birthdates, license plate numbers, and obvious sequences of numbers). The User must not reply to requests that claim to be sent by BCV and that ask the recipient to provide personal log-in information (by entering it on a website, for example). The User should immediately inform BCV of any such requests. If there is reason to suspect that another person has acquired knowledge of any means of identification, the User must change them immediately. BCV must be notified immediately if any means of identification are lost or used by an unauthorized person.

5.5 It is possible that an unauthorized third party may try to access the User's IT system. The User must therefore implement all customary safeguards to limit security risks (e.g., the risks inherent in using the internet). In particular, the User must ensure that its operating system and internet browser are kept up to date by installing patches made available and recommended by the various service providers. The User is required to take the customary security precautions for using the internet (e.g., installing a firewall and using regularly updated antivirus programs). The User is responsible for learning about the specific security measures that are necessary and for implementing them. Moreover, the User must take all necessary precautions to protect any data recorded on its IT system.

Exclusion of BCV's liability for risks related to IT infrastructure

5.6 Because the User will connect to BCV-net via the internet, BCV will make this connection secure by using market-standard encryption algorithms to

encrypt data exchanged between the User and BCV. **However, the use of an encrypted internet network is prohibited by law in some countries. Because of the advanced encryption technology used by BCV, the User must ensure that it complies with any restrictions or prohibitions imposed in a country with such legislation.**

5.7 BCV will not be liable for any loss or damage that may be caused to the User's equipment or to any data that may be recorded thereon, including but not limited to loss or damage resulting from technical problems, breakdowns, tampering with IT equipment by unauthorized parties, network overload, congestion, disruption to internet service, or any other deficiencies.

5.8 BCV uses a multilevel data encryption system for BCV-net. However, no system can guarantee absolute security. Each User therefore acknowledges and accepts the following risks:

- Vulnerabilities in the device (such as a computer, tablet, or smartphone) the User uses to access BCV-net or in the security precautions taken, thereby facilitating unauthorized access (e.g., poor protection of data stored on the hard drive or of file transfers). It is the User's responsibility to access BCV-net only on devices without vulnerabilities and to apply the best security precautions.

- It is also possible that the User's internet provider may monitor browsing traffic. This means that the provider could identify when and with whom the User makes contact, and therefore learn of the existence of a banking or other contractual relationship between the User and BCV.

- There is always a risk that the User's device may become contaminated with a virus or similar program while connected to and communicating with a network. The User is therefore solely responsible for using security software capable of providing the necessary protection and for using software from reliable sources only. When the User connects to BCV-net, BCV has no means of verifying whether the User's device is sufficiently secure or of detecting whether the User's device has a virus or similar program. BCV waives all liability in the event that the basic configuration of the User's device (as required by the supplier of the device) has been changed.

- BCV will not be liable for the BCV-net website or the BCV Mobile app. BCV does not represent or warrant that the website and app will satisfy all or any of the User's requirements or that they will work perfectly with other programs used by the User. BCV is not responsible for the technical elements of the User's access to BCV-net; this is the User's responsibility. As such, BCV assumes no liability for the operations of the network (the internet, in particular) or of the software required to use BCV-net.

- BCV-net must be accessed via an internet connection, and BCV cannot control the quality of the connection or the security and confidentiality of transmitted data. BCV cannot be held responsible for any loss or damage caused to the User as a result of transmission errors, technical problems, service interruptions, breakdowns, or tampering with the electronic or internet networks.

The Customer must inform each User of the warnings given by BCV in this document. The Customer must also release BCV from all liability for any claims that a User makes against BCV in relation to BCV-net.

6. Blocking access

If the wrong password is entered four times or the means of identification fails four times, the system will block the User's access to BCV-net. When there is a risk of unauthorized use, the User can block all access by entering a wrong password four times or causing the means of identification to fail four times.

In order to restore the User's access to BCV-net, the User can contact BCV's Customer Service Center during business hours. In all cases, BCV reserves the right to require prior written authorization from the Customer before restoring a User's access to BCV-net.

BCV is authorized to block the User's access to BCV-net at any time without justification or prior notification should it deem such action necessary for security and/or other reasons.

7. Fees

BCV reserves the right to charge a fee for access to certain information available through BCV-net. The nature of this information and the amount of the fees will be communicated to the Customer and/or to the User via BCV-net beforehand. Transactions carried out via BCV-net will be subject to BCV's standard fee schedule, which is available at www.bcv.ch.

8. Termination

The Customer and BCV may immediately terminate the use of BCV-net, in whole or in part, at any time, upon written notice to the other party.

If the User does not log in to BCV-net for more than 12 consecutive months, BCV reserves the right to revoke the User's access. If there is no other User associated with the BCV-net Membership Agreement, the Agreement will be automatically terminated.

9. Cancellation of payment instructions

BCV reserves the right to cancel any and all non-executed payment instructions, including standing orders, if:

- the User's access is revoked and no other User is authorized to access BCV-net for the accounts for which the non-executed payment instructions have been saved;

- the account for which the non-executed payment instructions have been saved has been closed; or

- BCV, at its own discretion, deems the account for which the non-executed payment instructions have been saved to be fraudulent.

10. Modifications

BCV reserves the right to modify or terminate at any time the services offered, these Terms and Conditions of Use and any additional provisions, the quick reference guide, and the online help. In particular, BCV may modify the means of identification provided in Section 2.1, including in response to technological developments.

Modifications will be communicated to the Customer and/or the User via BCV-net or by any other means deemed appropriate by BCV and will be considered approved once the Customer and/or the User uses BCV-net or if BCV receives no written objection within 30 days of the information being communicated to the Customer.

11. Data protection

The User authorizes BCV to use the Client's data collected on BCV-net, in particular for statistical and marketing purposes. This data will not be passed on to third parties and thus may be used to measure frequency of use and to determine Customer requirements. Other matters related to data protection are governed by Article 18 of BCV's General Conditions.

12. General conditions, governing law and jurisdiction

BCV's General Conditions and Special Conditions Applicable to Payment Processing and the Safe Custody Regulations (available at https://www.bcv.ch/en/Legalinformation/General-conditions-and-regulations) apply to these Terms and Conditions of Use and the conditions specific to the additional BCV-net features (see Section II below), particularly the clauses relating to the application of Swiss law and the place of jurisdiction.

With regard to data protection, the Data Privacy Notice from BCV Group Companies (available at https://www.bcv.ch/en/Legal-information/Data-privacy) also applies.

II. Conditions specific to the additional features

13. E-statements

The User may access certain documents specified by BCV via the e-statements section of BCV-net. By subscribing to BCV-net, the Customer agrees to automatically receive all account advices and statements provided by BCV to the Customer and/or the User via electronic means only. The Customer and/or the User accepts that BCV has fulfilled its duty of accountability to the Customer when these documents are transmitted to the Customer and/or the User via the e-statements section of BCV-net. Once they appear in the e-statements section of BCV-net, such documents are available for download from BCV-net for 36 months. After this period has expired, BCV may charge a fee for any copies ordered by the Customer. The Customer may at any time request BCV in writing to stop transmitting these documents electronically and to send paper copies instead. In that case, BCV will be entitled to charge for postage.

14. Push notifications and email alerts (optional service)

14.1 General information

If the User activates this service, the User will be informed by push notifications and/or email alerts of events defined by the User (e.g., activity on accounts that can be viewed via BCV-net). By activating this service, the User authorizes BCV to send push notifications (via the BCV Mobile app) and emails regarding the events in question to the addresses or mobile devices indicated by the User. Push notifications and email alerts are currently free of charge. However, BCV reserves the right to introduce fees for this service at a later date.

If the User's mobile telephone or other device on which push notifications can be received is stolen or lost, the User must immediately deactivate this service via BCV-net. Otherwise, an unauthorized third party could acquire knowledge of the information sent by BCV to the User.

By using the push notification and/or email alert service, the Customer and each User acknowledge and accept: (1) the risk of a breach in confidentiality and the resulting disclosure of the banking relationship and banking information to third parties (e.g., if the device used to receive notifications is lost or if, because the data transmission is not encrypted, third parties in Switzerland or abroad are able to surreptitiously view and monitor information); (2) the risk that information could be modified or falsified (e.g.,

dissemination of false information); (3) the risk of system interruptions or other communication breakdowns that could slow or disrupt transmission, cause delivery errors, or erase information; (4) the risk of fraudulent use with prejudicial consequences resulting from the interception of information by third parties; (5) the absence of guarantees from BCV, from third parties, and from any partners regarding the sending and receiving of push notifications and email alerts; and (6) the fact that BCV disclaims liability, to the extent permitted by law, for any harm resulting from the use of this service.

14.2 Push notifications

Push notifications are sent to the device(s) registered for this service. Push notifications sent by BCV are encrypted but pass through the infrastructure provided by external service providers (depending on the type of device used). These external service providers could therefore acquire knowledge of the content of the notifications and thereby become aware of the User's banking or other contractual relationship with BCV.

14.3 Email alerts

Email alerts are sent to the email address designated by the User and registered by BCV for this service. Email alerts sent by BCV are not encrypted and may thus be intercepted and read by unauthorized third parties who could thereby become aware of the User's banking or other contractual relationship with BCV.

15. Spending and Budgets Service (the "Service")

15.1 Description

The Service provides charts that break down incoming and outgoing funds to help the Customer assess and manage the Customer's spending and budgets. For this purpose and wherever possible, every transaction completed in the Customer's accounts via BCV-net is automatically assigned to a category.

The Service takes into account data in BCV's possession relative to payment transactions and other information provided by the User relating to the use of BCV-net.

The Service was designed primarily for private use by individuals, but it may be used by companies within certain limits.

As part of the Service, the Customer authorizes BCV to communicate to each User information about the Customer's assets, account transactions, expenses, the User's banking relationship with BCV, and data entered into BCV-net.

The Service is offered on BCV-net free of charge. However, BCV reserves the right to introduce fees for this service at a later date.

BCV also reserves the right to change or remove specific features of the Service at any time without notice.

15.2 Features

The Service includes the following features:

- Monthly projection: shows the difference between estimated inflows and actual or planned outflows, for the current month;

- Inflows and outflows: on the basis of the categorized transactions, provides several charts to help the Customer assess and manage the Customer's finances;

- Monthly review: compares actual inflows and outflows, by month; and
- Monthly budget: shows outflows relative to a fixed monthly budget.

These features are provided for information only and are largely automatic. This means that some information may not be accurate (including the categorization of outflows and the estimated inflows). **BCV will in no way be liable for whether the information shown as part of the Service is accurate, complete, and up to date.**

15.3 Confidentiality

BCV will not provide the aforementioned data and analyses to third parties without the User's prior agreement.

15.4 Activating and deactivating the Service

The User may activate or deactivate the Service at any time by clicking on either "activate" or "deactivate" in the tab dedicated to the Service on BCV-net.

16. SIX eBill

BCV uses a service developed by SIX Paynet AG ("SIX") to provide the Customer with electronic bill management services, such as signing up to use the electronic billing system, sending and saving electronic bills, and preparing payment orders (using the IBAN(s) of the Customer's corresponding account(s)).

The Customer can use the SIX electronic billing web portal (the "Portal") by activating the Portal directly in the BCV-net environment.

16.1 Portal

The Portal is a platform developed by SIX and integrated into the BCV-net environment for managing electronic bills ("eBills"). SIX may use the services of other companies (subcontractors) to provide this service.

By activating the Portal in the BCV-net environment, the User accepts that:

- BCV communicates to SIX all the information necessary to execute the User's eBills, including the Customer's name, the User's name(s), and the IBAN(s) of the Customer's account(s);
- SIX may send emails to the User on behalf of BCV using the email addresses the User provides when signing up for the Portal.

The User can use the Portal to view and manage, in the BCV-net environment, all eBills sent by billers to SIX.

The User can use the Portal to accept and pay eBills or to refuse eBills that the User does not approve.

16.2 Registering to use the Portal

Signing up

The sign-up process consists of three steps:

a. The User must accept the Portal Terms and Conditions of Use, which are available in the BCV-net environment.
b. The User will then be automatically transferred from the BCV-net environment to the Portal sign-up page. The User must enter the User's email address, where the User will receive a personal activation code from SIX to activate the service.
c. The User completes the sign-up process by entering the personal activation code in the Portal in order to confirm the User's email address. The User can then select the billers from which the User wishes to receive eBills through the Portal.

Activation code

The activation code is required only once, during the sign-up process.

Accessing the Portal

To manage eBills, the User accesses the Portal directly through the BCV-net environment; no further log-in is required.

Blocking the Portal

BCV is authorized to block access to the Portal at any time, at its own discretion, and without having to justify its action.

16.3 Managing eBills

Payment execution following eBill approval

After the User approves an eBill in the Portal, a payment order is automatically entered into BCV's list of scheduled payments or payments awaiting signature. Once they have been approved in the Portal, the User can view and cancel payment orders in BCV-net.

Canceling or modifying a scheduled payment or a payment awaiting signature

The User can cancel or modify scheduled payments or payments awaiting signature, after they have been approved in the Portal, directly in the BCV-net environment.

16.4 eBill execution

The User alone bears responsibility for the proper execution of payment orders.

The User must ensure the information in the payment order is accurate and complete when approving the payment order in the Portal.

The Customer authorizes BCV to execute all payment orders that BCV receives from SIX through the Portal.

BCV nevertheless has the right to refuse to execute payment orders at its discretion, if the User's account has insufficient funds or the User's credit limit would be exceeded.

16.5 Confidentiality and data protection

The User may request to be alerted by email whenever a new eBill is received on the Portal; this feature can be activated in the Portal. For technical reasons, these alerts are sent via text message over unencrypted networks; confidentiality can therefore not be guaranteed. In addition, as is the case with all payments, billers that receive payments will be aware that the Customer has a banking relationship with BCV.

16.6 Liability

BCV cannot be held liable for any harm caused to the User or a third party if the eBills are improperly managed. The User must resolve any complaints or disagreements concerning eBills with the biller in question.

BCV expressly waives all liability regarding the availability and content of the Portal and of billers' and third-party websites.

BCV also waives all liability for any harm resulting from mishaps with the transmission networks or with the User's or the SIX IT systems that could affect the execution of an eBill – such as transmission errors,

technical problems, breakdowns, service interruptions, or illegal tampering – or resulting from the use of third-party software.

In all other respects, BCV's liability concerning the execution of payment orders that it receives through the Portal will be determined by BCV's General Conditions and Special Conditions Applicable to Payment Processing.

16.7 Storage

The User can access eBills for 90 days from the date on which they are made available by SIX; they are not stored or backed up by BCV.

The User is therefore responsible for saving and storing eBills. BCV recommends that the User save eBills locally on the User's computer.

16.8 Removing billers and deactivation

Removing billers

If the User no longer wishes to receive eBills from a given biller, the User can deactivate this feature for that biller. This can be done on the Portal. The biller will be informed of this action.

Deactivating eBill

If the User no longer wishes to use the Portal with BCV, the User can deactivate it entirely in the BCV-net environment.

16.9 Fees

Use of the Portal is currently free of charge, apart from the normal fees for payment transactions. The payment-processing fees currently in effect are available on BCV's website (www.bcv.ch) and at BCV branches. BCV is paid up to CHF 0.10 for its services per eBill transaction carried out by the Customer. The Customer agrees that these benefits accrue to BCV as compensation.

BCV reserves the right to introduce specific fees at any time for using the Portal. BCV will inform the User of such fees by any means of communication that BCV deems appropriate.

16.10 Taxes and bookkeeping

The User is aware that electronic bills cannot be used to justify tax deductions (e.g., VAT or business expenses) or reimbursement claims (e.g., for health insurance).

The User alone is responsible for complying with the User's tax obligations. If the User is legally required to keep books, the User is personally responsible for confirming in advance whether or not eBills meet legal requirements (such as for VAT). BCV expressly waives all liability in this regard.

17. Access rights management service for corporate clients

17.1 Description

The access rights management service is for corporate clients that wish to manage the access rights to accounts accessible on BCV-net independently. Corporate clients can designate one or more Users to be superusers who can then manage other Users' access rights for a given BCV-net Membership Agreement.

This service is free of charge in BCV-net; however, BCV reserves the right to introduce fees for this service at a later date.

The superuser manages other Users' access rights to the accounts that the superuser has access to as a User ("Superuser Scope") regardless of the

superuser's own level of access to these accounts. In other words, the type of access rights the superuser has for the accounts will not limit what rights the superuser can grant to other Users. The superuser's management of access rights will automatically be adapted as accounts are added to or deleted from the Superuser Scope.

With the access rights management service, superusers can:

- view the rights of Users who have access to the accounts in the Superuser Scope;
- grant or revoke a User's access to one or more accounts in the Superuser Scope and change the rights a User has to accounts in the Superuser Scope; and
- approve other superusers' requests to change a User's rights.

The following rights can be granted or revoked:

- viewing the account and account transactions;
- entering payments and signing off on them alone, with another user, or not at all;
- viewing salary payments;
- belonging to a signing group that requires a User from another signing group to sign (Users in the same signing group cannot sign off on the same payment); and
- viewing e-statements.

Superusers cannot:

- create a new BCV-net user ID or grant rights to a User who does not have access to an account in the Superuser Scope;
- delete a BCV-net user ID;
- manage the means of identification; or
- change their own rights to accounts in the Superuser Scope.

17.2 Degree of independence in managing access rights

The Customer may choose whether a given superuser may change Users' access rights alone or instead be subject to a validation system by which one or two other superusers must approve any changes to rights. Clients must make that choice when they fill out the Request to Add or Change Superuser Access form.

Any approved changes to access rights will take immediate effect.

17.3 Exclusion of liability

The corporate client and superusers alone are responsible for any changes made via this service. BCV cannot be held liable for the accuracy of or for any consequences (including financial) of the changes made via this service.

18. Updating or taking out a loan online (renewing interest rates, changing the type of loan, etc.)

This feature allows the Customer to take out a loan online under a master lending agreement that has been signed previously by the Customer. This constitutes a contractual relationship between the Customer and BCV. With this feature, the Customer can accept the document that is sent via BCV-net. For the loan offer to be validly accepted and the loan agreement entered into, the Customer must first (i) complete the identification process outlined in Section 2.1 above; and (ii) receive the confirmation

that is sent to the Customer via BCV-net's secure messaging system.

The Customer must carefully check the content of the document sent via BCV-net. If the document does not correspond to the Customer's expectations, **the Customer must not accept the offer and must instead contact BCV immediately**. Complaints must be addressed to BCV immediately. By clicking on the corresponding button, the Customer confirms the Customer's wish to accept the document as sent via BCV-net. **The document will thus be deemed accepted.** Documents accepted online have the same legal effect as those signed by hand on paper and are considered original copies. Any subsequent reproduction of the document accepted online will have no legal effect. The Customer may be charged administrative fees and a penalty (which may amount to a significant sum of money) for any subsequent request to change the content of the document accepted online.

19. Portfolio Service

19.1 Intended users of the service

This service is intended for Users who have access to a securities account under an investment advisory agreement or an asset management agreement with BCV.

If the investment advisory agreement or the asset management agreement associated with the securities account is terminated, this service will be automatically terminated without further notice from BCV.

19.2 Features of the service

The features described below apply only to the securities account and other accounts related to this service. In particular, they allow the User:

- to access an overview of the User's portfolio (i.e., securities account and other accounts) and a detailed report, at any time;
- to receive financial information on economic and market news;
- to receive and accept investment proposals from BCV; and
- to place buy/sell orders, provided that the User is exclusively domiciled in Switzerland.

19.3
The User's attention is drawn to the fact that the User may have access to all or part of the services mentioned above depending on the User's principal contract or domicile, particularly if the User is abroad. BCV is authorized, at its own discretion, to restrict or withdraw such services with immediate effect due to regulatory requirements under Swiss or foreign law and will notify the User accordingly.

19.4 Access to the portfolio overview and detailed report

The User can access the following:

- investment details
- investment performance
- investment allocation
- transaction history.

19.5 Financial Information

BCV periodically publishes economic and market information.

19.6 Investment proposal

An Investment Proposal consists of one or more transactions recommended by BCV to the User via BCV-net, which the User may accept online. Once the Investment Proposal has been accepted, the corresponding order(s) will be executed by BCV as soon as possible.

All Investment Proposals sent through this feature are made in accordance with the investment advisory agreement and its annexes signed with BCV.

19.7 Placement of buy/sell orders

The User can also place buy/sell orders directly.

All orders placed through this feature are carried out in accordance with the investment advisory agreement and its annexes signed with BCV, whether they are orders placed following advice from BCV or orders placed on the Customer's own initiative (without advice or recommendation from BCV).

After verifications are made under the investment advisory agreement, the User will be notified:

- of an order that is not appropriate, and will be asked to read the documentation provided;
- of an order that is not suitable, and will be informed of the reason(s) why.

In both cases, the User must then acknowledge having read these notices and confirm the order. If the User does not confirm the order, it will not be executed by BCV.

19.7.1 Investment universe and reliability of information

The User has access to the main Swiss, North American and European markets as well as to funds authorized for distribution in Switzerland and available in BCV's securities database. Subscription products, listed derivatives (exchange-traded derivatives) and over-the-counter derivatives (OTC derivatives) cannot be processed via this service. In addition, short sales are not permitted via this service.

Product documentation is systematically made available to Users when it is available in BCV's systems.

BCV makes every effort to carefully select the information it publishes on this service; however, it cannot guarantee that such information is accurate, reliable or complete. Any decision taken on the basis of this information is therefore taken at the User's sole risk, and BCV disclaims all liability for any direct or indirect loss, damage or injury. In addition, BCV reserves the right to modify the content of this service at any time and without notice.

19.7.2 Personal and tax restrictions

It is the User's responsibility to verify whether the purchase or sale of financial instruments by the User on the User's own initiative complies at all times with the applicable legislation and/or any specific provisions governing the User's status or activity. The User must also ensure, under the same conditions, that the User has the necessary authorizations to hold and/or make purchases or sales of such financial products. In addition, it is the User's responsibility to determine any tax implications when buying and selling securities or other financial instruments through BCV-net, and BCV shall have no liability whatsoever in this regard.

19.7.3 Orders, mistrades, and products with specific maturities or conditions

The User acknowledges that orders are not processed directly or at all times, since both the trading days and hours of the relevant stock exchanges and BCV's opening hours must be taken

into account. When discount brokerage is involved, BCV and its brokers do not assume any market impact linked to the transmission of an order. Except in the event of gross negligence on its part, BCV assumes no liability for the total or partial non-execution or the late execution of orders and for any resulting damages, including lost profits.

The User is responsible for checking the orders in progress. The User also agrees:

- not to exceed the amount of the User's assets in the accounts linked to BCV-net's Portfolio Service at the time of purchase; otherwise, the User does so at the User's own risk, and BCV shall have no liability whatsoever in this regard.

The User must hold a long position when selling physical securities, book-entry securities, claims, shares, etc. that are the subject of an order. The securities must be available for settlement in the User's accounts no later than the settlement date of the transaction.

The User accepts that BCV may reverse orders or sell positions that result in any limit being breached, in order to correct an overdraft and/or cover a short position. This may require the immediate closing of any negative position without prior notice. BCV may also reverse positions that have resulted in a short situation due to a technical failure or a system weakness in cases where a mistrade is not the cause of a limit being breached.

The securities covered by buy/sell orders are subject to the contractual requirements of the markets on which they are traded and/or to those specifically provided for by the issuer. The User is in particular aware and accepts that a stock exchange may reserve the right to cancel any executed transaction when it deems that a mistrade has been committed. Consequently, the User is fully aware of the risk of a short position in the event of a parallel resale of securities for which a matching error/mistrade has been committed and of the consequences thereof. The User assumes all liability in connection with any mistrades that may be committed. Except in the event of gross negligence on its part, BCV shall not be liable for any loss or any lost profit that may result from a mistrade reported by any stock exchange on which the transaction carried out may be considered erroneous, in particular when the losses in question result in the User's short position.

For all products with specific maturities or conditions, in particular warrants and structured products, the User is solely responsible for settling them or exercising the related rights.

In the event of exceptional circumstances on the forex markets (such as currency adjustments, extraordinary market conditions, inconvertibility, suspension, etc.), if transactions are unwound by the systems at off-market conditions, BCV reserves the right to modify these transactions to apply market conditions or to cancel them if they create a manifest imbalance between the User and BCV. BCV reserves the same right if its Service Providers or counterparties modify or cancel transactions entered into by the User or inform BCV that they are going to modify or cancel them.

19.7.4 Cancellation of orders; late or erroneous confirmations from the Stock Exchange

A cancellation request made by the User for a previously placed order does not necessarily result in the effective cancellation of the order in question. The order is only canceled if the User's request is received on the market and attached to the order before its execution. As market orders must in principle be executed immediately, it is rare that a market order can be canceled during trading hours.

The User is aware and accepts that confirmations from stock exchanges and market makers concerning the status of transactions may sometimes be sent to BCV with some delay and/or may be corrected at any time. In particular, they may be sent even though the User or BCV has not yet been informed that orders have been executed or have already been confirmed as expired, canceled, or executed.

In particular, any errors made in making or sending confirmations, including, but not limited to, execution prices, must be corrected to reflect the actual market situation.

19.8 Additional contractual terms

The Safe Custody Regulations and BCV's General Conditions in force at the date of the event in dispute, and the SwissBanking brochure on the risks involved in trading financial instruments, are also applicable, and the User declares that the User has received a copy and is fully aware of them.