

## GENERAL TERMS AND CONDITIONS

### General terms and conditions

The following General terms and conditions govern the mutual relationship between the Client and Banca Zarattini & Co. SA (hereinafter the "Bank"), subject to the agreements and the Specific terms and conditions, whose provisions shall prevail over the provisions in these General terms and conditions, where there is a discrepancy. The terms "Client" and "clients" refer to both the masculine and the feminine gender, as well as to legal entities and communities.

General information about the Bank (e.g. the company name and address, field of activity, supervisory status), as well as further information and legal notices relevant to the General Terms and Conditions, are published on [www.zarattinibank.ch](http://www.zarattinibank.ch) and can be obtained from the Bank.

#### 1. Right of disposal

Only the signatures communicated in writing to the Bank shall be valid with respect to the Bank until they are revoked in writing, regardless of whether different signatures have been recorded in the Commercial Register or any other publication.

The Client authorises the Bank to deduct from the Client's account any amounts that have been erroneously credited to the Client.

If the Client is a company or legal entity under private or public law (association, foundation, institution, company, etc.), the Bank must be notified in writing of any additional change to the persons authorised to accept commitments for the Client's account; until the Bank receives such notification, the persons designated above will be deemed authorised to act.

After the death of the Customer, the Bank may require documents proving the legitimacy of any representatives (for example, certificate of succession, certificate of executorship, etc.) to be submitted for the purpose of ascertaining who is entitled to make any arrangements.

#### 2. Verification of signatures and legitimacy

The Bank will verify the legitimacy of the Customer and their legal agents and representatives, exercising the standard due diligence. Damages resulting from insufficient proof of legitimacy or undetected falsifications shall be borne by the Customer, unless gross negligence can be attributed to the Bank. The Customer is required to diligently retain the Bank documents and in particular the proof of legitimacy in such a way as to prevent unauthorized persons from accessing these documents. The Customer is required to take all reasonably enforceable precautionary measures in order to prevent misuse or fraud. In the event of a breach of their due diligence obligations, the Customer shall be liable for damages arising from any misuse of their proof of legitimacy or fraud.

#### 3. Civil incapacity

The Customer is required to notify the Bank immediately, in writing or by another means of which evidence can be provided in text, of the civil incapacity of their legal agents, representatives, or other third parties. If the Bank has exercised its standard due

diligence, the Client shall be liable for damages arising from the civil incapacity of their legal agents, representatives, or other third parties.

#### **4. Information about the Client**

The Bank is authorised to obtain from third parties information about the Client necessary for the business relationship.

#### **5. Communications from the Bank**

Written communications from the Bank shall be deemed to have been received if they are sent to the last address provided by the Client. The date presumed to be the date of dispatch shall be the date appearing on the respective copy in the Bank's possession or on the dispatch list. If the Bank is instructed to retain correspondence, post sent by the Bank shall be deemed to have been received by, and delivered to the Client on the date shown on such correspondence. In the absence of instructions regarding the dispatch of correspondence, such correspondence shall be retained by the Bank. The Bank shall be released from all liability by taking such action. Nevertheless, the Client shall be held liable for collecting and reading all retained correspondence at least once a year.

If the Client has agreed on an electronic communication channel with the Bank, communications shall be deemed to have taken place as soon as they are first available to the Customer on that channel.

The Client shall be obliged to communicate to the Bank immediately any changes to his/her residential or domicile address, to any additional correspondence addresses, or to any powers of attorney or signing authority granted.

The Customer authorizes the Bank to continuously record and use telephone or telematic conversations and any other communications with the Customer, without further notice, in order to guarantee quality, for evidentiary purposes, or to comply with legal requirements. The Bank's accounting records, as well as telephone records, computerized records, or those on another equivalent medium, including automatically created records, shall be deemed to provide valid evidence of the transactions carried out, the instructions issued, and the communications sent.

#### **6. Data protection, exemption from banking secrecy and other secrecy obligations**

The Bank is subject to the secrecy obligations governed by the legal provisions on data protection and banking secrecy. "Customer data" means, for example, all the personal data (surname, first name, address, nationality, date and place of birth, account number, etc.), account information (statements of transactions carried out, balance sheets, etc.), and Know Your Customer - KYC data (source of funds, purpose of the account, supporting documentation for transactions carried out, etc.) concerning the Customer, as well as concerning other persons associated with the account (the beneficial owner, the party with control of the account, legal representatives, instructing parties / beneficiaries of transactions, etc.). The Customer is informed that Bank secrecy is not absolute and that the Bank may be required to transmit the Customer's data to Swiss or foreign third parties by virtue of other legal or regulatory provisions. In any case, the Customer releases the Bank from its obligation of secrecy and therefore exempts the Bank from compliance with Bank secrecy and expressly waives it.

I. If this is necessary in order to safeguard the Bank's interests:

- in the event of legal proceedings, criminal charges or other communications to the authorities: initiated or even only intended by the Client against the Bank, whether in Switzerland or abroad;

- to secure the Bank's rights and the guarantees of the Client or of third parties;
- for the collection of the Bank's claims against the Client, whether in Switzerland or abroad;
- in the event of complaints made by the Client against the Bank, either publicly or to authorities in Switzerland or abroad.

Furthermore, all legal obligations to provide information to the competent authorities are reserved.

- II. If, as a result of an investment in foreign securities or rights, foreign legislation requires the Bank on behalf of the shareholder. Specifically, in case of transactions and services performed by the Bank at the Client's request (e.g. payment transactions, purchase, delivery and receipt, custody and sale of securities and other financial instruments or assets on deposit, foreign exchange and precious metals transactions, derivatives/OTC transactions, entitlement to vote in case of listed securities in accordance with EU SRDII legislation). In such cases, and for the purpose of being able to properly execute transactions and services, the Bank is hereby authorized and empowered to disclose Client's data to Swiss or foreign third parties involved in such transactions and services (e.g. stock exchanges, brokers, custodian banks, trade repositories, processing and sub-custody entities, issuers, authorities or their representatives, as well as other third parties involved), in compliance with laws, regulations, contractual terms and conditions and other provisions, business and commercial practices, as well as compliance standards and provisions of the Swiss Code of Obligations. Due to statutory and regulatory requirements, the Bank may be prevented in certain circumstances from disclosing Client's data in connection with transactions and services. The Client acknowledges the Bank's exclusion of liability as a result of this prohibition.
- III. If this is necessary for the purposes of the exchange of information between the Bank and other financial entities included in the consolidated supervisory perimeter of the Bank's group, for the correct complete execution, fulfillment of banking transactions referred to the Client, cost allocations, risk management, compliance with legislative or regulatory obligations and/or for compliance reasons.

In all the aforementioned cases, the information relating to the Client may include: the relationships existing between the Client and the Bank, the beneficial owners, control holders, beneficiaries, proxies, representatives and guarantors.

The Bank's Privacy Policy contains detailed information regarding the collection and processing of personal data by the Bank and the rights and obligations of Customers. The Bank publishes its Privacy Policy and any related updates on its website: [www.bancazarattini.ch](http://www.bancazarattini.ch).

## **7. Application of FATCA legislation**

The Client acknowledges that in the event of a change in the circumstances that determine his/her status as a US Person pursuant to the US Foreign Account Tax Compliance Act (FATCA), he/she shall notify the Bank within 30 days, and in any event he/she shall sign and provide to the Bank an IRS (Internal Revenue Service) Form W-9, along with a banking secrecy waiver.

Where such circumstances arise, the Client hereby agrees to waive banking secrecy and the confidentiality and/or protection of data, and authorises the Bank to provide all the information required pursuant to the FATCA to the US authorities. Where the change in circumstances relates to becoming resident in the United States or meeting the criteria in the substantial presence test, the Client acknowledges that the Bank may no longer be able to provide asset management or other services over and above pure custody, and the Bank therefore reserves the right to interrupt the provision of services as well as to liquidate all assets, without prior notice.

Finally, the Client acknowledges that if he/she fails to submit the documentation requested and thereby prevents the Bank from determining his/her status as a US/Non-US Person, this will result in the relationship being classified as an “account without a declaration of consent” in accordance with the Cooperation Agreement between Switzerland and the USA. The business relationship will be notified to the IRS, which may request specific information about the Client and the relationship. Some of the information sent by the Bank to the US authorities may not be protected by Swiss law, and may also be transmitted to third parties.

#### **8. Risks related to means of transmission**

Loss or damage arising from the use of the post or a courier, telegraph, telephone, telex or telefax service or any other means of transmission or transport and in particular due to delays, losses, misinterpretations, misunderstandings, amendments or duplicate dispatches shall be borne by the Client unless it can be shown that the Bank acted with gross negligence.

The Bank may at its discretion and without incurring any liability postpone execution of any order issued by telephone, telegram or fax until it receives confirmation in writing; it may also require confirmation of the order in any other manner that it considers appropriate.

The Client shall be responsible for any consequences arising from imprecise, incomplete or inexact use of the orders completed.

#### **9. Client complaints**

Client complaints about the execution or non-execution of orders of any kind and objections regarding the accuracy of account or custody account statements, as well as any other communication must be presented immediately after receipt of the relevant advice notice, but within the following 30 days at the latest; if the client fails to do so, the execution or non-execution of orders and corresponding statements and communications shall be considered approved; if there is no advice notice, a related complaint must be presented immediately after the deadline by which the advice notice would normally have reached the Client.

#### **10. Non-execution or late execution of orders**

If the Client incurs loss or damage due to non-execution or late execution of orders (excluding stock market orders), the Bank shall be liable solely for the loss of interest, unless in the particular case its attention was drawn to the risk of a more serious loss.

If a Client issues a payment order for an amount that exceeds the Client's available assets or the Client's credit limit, the Bank reserves the right to execute the order only up to the amount covered, choosing itself the payments to be executed without necessarily taking into account the date of issue or the time of receipt of the Client's orders or of other elements.

In particular, the Bank shall not be responsible for any lack of earnings, irrespective of the type of order.

#### **11. Recordings of telephone conversations**

The Client hereby acknowledges and accepts that the Bank may record telephone conversations between the Client and the Bank in order to obtain proof of the contents of instructions issued by phone and thus to avoid any misunderstanding or subsequent dispute. Furthermore, the Client acknowledges and accepts that such recordings (which are nonetheless stored for a limited period of time) may be presented as evidence in any legal proceedings related to the instruction/transaction that is the subject of the dispute.

#### **12. Right of pledge and right of set-off**

The Bank has a right of pledge, a right of retention and, for its credits, a right of offset on all assets (including credits) and securities of the Client (hereinafter "Assets") that it holds and or keeps in custody for the account of the Client at the Bank or elsewhere, irrespective of their designation, the account or sub-account where the Assets are deposited or of their nature or currency, with respect to any credit or claim arising from its business relationship with the Client, irrespective of the maturity date or currency. However, the right of pledge only arises when a credit is granted. This applies to credits or loans granted against special guarantees or even without any guarantee. If the Bank considers at its discretion that the value of the Assets pledged is no longer sufficient to cover its credits, it has the right to fix a deadline by which the Client should provide the difference. Should the Client fail to do this, all the Bank's credits will become immediately payable, irrespective of their maturity dates. In such eventualities or in case of emergency (such as unexpected turbulence in the financial markets), the Bank may at its discretion and without further notice dispose of the Assets by private sale (including acting as the acquirer) without having to carry out the formalities set out in the Swiss Federal Law on Debt Collection and Bankruptcy or in the provisions in force abroad in the place where the pledge is to be realised or by opting for forced debt collection in accordance with the Swiss Federal Law on Debt Collection and Bankruptcy. The right of pledge with respect to a credit card shall become null and void only after a period of three months following the return or expiry of the card.

### **13. Current accounts**

The Bank shall credit or debit interest payments, fees and commissions, charges and taxes as agreed, in accordance with its fee schedule, or in accordance with standard business practice, either quarterly, half-yearly or annually, at its discretion. The Bank nonetheless reserves the right to alter the interest rate and commission at any time, in particular if the situation in the money market changes, giving notice to the Client in a circular letter or in any appropriate form.

If the Client does not object within one month, the account statements shall be considered to be approved, even if the approval statement sent to the Client for signature has not yet been received by the Bank. The express or tacit approval of the account statement shall imply the approval of all items recorded on the statement and of any reservations of the Bank.

If various orders from the Client are accumulated whose total amount exceeds the Assets available or the credit limit granted, the Bank shall be entitled to decide at its sole discretion which orders shall be totally or partially executed, irrespective of the date or time on which the order was issued.

### **14. Credit and debit of payments in foreign currency**

Credits and debits of amounts denominated in foreign currency shall be made in Swiss francs, unless the Client issues instructions to the contrary in good time or holds an account in the corresponding foreign currency. If the Client only holds accounts in other foreign currencies, the Bank may decide at its discretion to credit or debit the amounts in one of these currencies.

### **15. Foreign currency accounts**

The Bank shall deposit the equivalent of the Client's Assets denominated in foreign currency in its own name but for the account and at the risk of the Client with correspondent banks that it trusts both inside and outside the currency area in question. The Client shall accept responsibility in proportion to his/her/its share for any economic and legal consequences that may affect all the Bank's Assets abroad or invested in foreign currency via payment orders or cheques issued by the Bank to correspondent banks. The Bank's prior approval is required for all other kinds of disposal.



## 16. Numbered and pseudonym accounts and custody accounts

Any risks and consequences arising from the fact that the account and custody account have been opened at the Bank under a number or agreed pseudonym shall be borne by the Client. Numbered and pseudonym accounts shall not be used for commercial transactions. Cash, securities or other items of value that the Bank receives for the account of the Client shall be automatically credited or booked to the numbered or pseudonym account or custody account. The Bank is not obliged to credit the Assets received to the Client's account if the identification of the account is not precise enough.

## 17. Bank commissions and charges for its services

The Bank charges commissions and fees for its services, which it debits to the Client's current account. The commissions and fees are indicated in the Bank's fee schedule in force at that time or are agreed separately in writing. Furthermore, the Bank may debit a reasonable amount of commission for special services that are not provided on a standard basis to its Clients or in the case of succession. Additionally, the Bank shall debit the costs incurred to the Client's account, especially amounts paid to third parties for the account of the Client. Such third-party costs may be included in the price for acquiring or selling the relevant financial instrument. The Bank reserves the right to alter its fees and charges at any time, notifying the Client via circular letter or by any other appropriate means. If no objection is made to such amendments within 30 days of such notification, the amendments shall be considered approved.

## 18. Commercial agreements with third parties

In connection with transactions concluded with the Client in shares of investment funds, structured products, including but not limited to certificates, notes and structured deposits, or in any other financial instrument (hereinafter collectively "Financial instruments"), the Bank may receive commissions/fees from banks/financial institutions, fund management companies and other issuers, including entities of the Group to which the Bank belongs (hereinafter collectively "Third parties") who make the said payments to the Bank for the distribution of Financial instruments (hereinafter "Incentives"). Incentives may be based on individual transactions or they may be recurrent in the form of up-front fees or trailer fees. Up-front fees are spreads included in the issue price of structured products (such as notes, certificates) or in the notional investment amount of over-the-counter ("OTC") structured products, or sales-related commissions paid to the Bank by investment funds. Trailer fees are a portion of the commission for the management of investment funds/structured products (debited to clients) which are paid on a recurrent basis to the Bank by the investment manager/product supplier in return for its placement/distribution efforts and for other services rendered. The up-front fee varies between 0.4% and 1.5% of the issue price/notional investment amount of the structured products or between 0.2% and 2% of the issue price of the investment fund shares. The trailer fee varies between 0.1% and 1.5% per year of the net asset value/market value of investment funds/structured products respectively. The Bank shall provide details of Incentives for specific Financial instruments at the written request of the Client. **The Client hereby expressly accepts that the said Incentives may be retained by the Bank as additional remuneration and expressly waives any right to them.**

Furthermore, the Client acknowledges and accepts that if the Client is introduced to the Bank by an intermediary (hereinafter "Finder") or if the Client issues a management mandate for the Client's own Assets at the Bank to an independent asset manager (hereinafter "Manager") or if the Client receives advice regarding investments to be made via the Client's account at the Bank from an independent financial advisory (hereinafter "Advisor"), the Bank may pay a remuneration to the Finder, Manager or Advisor for their activities. Such remuneration may take the form of the payment of a one-off fee normally between 0.1% and 1% of transactions in net new assets during a calendar year as a reward for introducing the Client to the Bank or for adding Assets to the

Client's existing account (hereinafter "Finder fee"). In addition to or instead of the Finder fee, the Bank may pay the Finder, Manager or Advisor retrocessions on fees including but not limited to management, brokerage or custody account fees debited by the Bank to the Client (hereinafter "Bank fees") and retrocessions on Incentives received by the Bank from Third parties (hereinafter "Retrocessions"). The amount of the Retrocessions depends directly on the number and value of transactions carried out by the Manager or recommended by the Advisor, or the value of the investments on the Client's account. The Retrocessions generally amount to a percentage of between 20% and 50% of the Bank fees and Incentives. The Client acknowledges that payment by the Bank of the Finder fee and/or Retrocessions may generate potential conflicts of interest between the Finder, Manager or Advisor and the Client. The Client accepts that it is the primary responsibility of the Finder, Manager and Advisor to provide the Client with details of the Finder fee and Retrocessions. Nonetheless, if the Finder, Manager or Advisor does not fulfil their obligations, the Bank shall notify the Client accordingly following a request in writing.

## **19. Payment and security transfers**

The Client hereby acknowledges that in accordance with Swiss and foreign legislation the Bank is required to indicate the name, address and account number of the principal for cross-border payments and domestic payments in foreign currency. The principal's address may be replaced by the date and place of birth, a Client ID code or a national ID code of the principal. In the case of domestic payments in Swiss francs, the Bank may indicate only the account number or an ID code of the principal provided that it can supply the remaining information within three days if requested to do so. These rules are also compulsory for numbered accounts and may additionally be applied to security transfers. Furthermore, the Client acknowledges that the recipients of this information will be essentially banks and operators of payment processing systems, including but not limited to the Bank's national and foreign correspondent banks, as well as the SIC (Swiss Interbank Clearing) and SWIFT (Society for Worldwide Interbank Financial Telecommunication) systems. Furthermore, it is possible that the said recipients pass such information on to third parties tasked with processing and archiving in other countries inside or outside the European Union. Some payment systems, such as SEPA (Single Euro Payments Area), also require the same information regarding beneficiaries of transfers. Without such information, the transactions cannot be executed. Some foreign banks even require information about beneficial owners. If such details are omitted, the instructions may not be executed or the Assets may be blocked by foreign banks. The Client acknowledges that, when information about the Client or the beneficial owner is transferred abroad, it is no longer protected by Swiss law, in particular by the Swiss Federal Law on Data Protection and Swiss bank-client confidentiality. The said information may even be transferred to countries where there is no data protection comparable to that in Switzerland. Furthermore, the potential recipients of this information are not subject to Swiss bank-client confidentiality and could be required by foreign laws and regulations to provide such information to the legal, administrative, regulatory or tax authorities inside and outside the European Union. The Client hereby expressly renounces the benefits of Swiss bank-client confidentiality (in particular Article 47 of the Swiss Federal Law on Banks and Savings Banks) and the Swiss Federal Law on Data Protection and authorises the Bank to transmit the information requested within the context of the execution of the Client's payment orders or security transfers and to the extent required by the said laws in force.

## **20. Bills of exchange, cheques and similar instruments**

The Bank shall be entitled to re-debit to the client's account any bills of exchange, cheques or other instruments that have not been settled but which have already been discounted or credited. Nonetheless, the Bank shall maintain its own rights arising from such bills of exchange, cheques and other payment claims in the total amount of the bills of exchange, cheques and other such instruments, including accessory loans, with respect to any debtor within the context of such securities, until the existing debit

balance is settled. The Bank shall not be responsible for any bill of exchange, cheque or similar instrument not being presented or contested in good time or for the right of appeal not being exercised. The Bank shall not accept liability for any non-payment or delayed payment of cheques, bills of exchange or other instruments payable at the Bank in any cases where cover has not been provided to the Bank at least one working day prior to maturity. The Bank reserves the right to refuse to issue cheque books and to require the return of unused cheques.

#### **21. Outsourcing of services**

The Bank is authorised to use third-party services for the administration and execution of operations generated either by its own activity or following instructions from clients. In particular, the Bank reserves the right to outsource areas and functions, including bank client data, in whole or in part, to service providers in Switzerland and abroad. These in turn may pass on the Bank's Client data to third parties if they require such data or are bound by a duty of confidentiality.

#### **22. Electronic archiving**

The Bank expressly reserves the right to store all personal data on clients in electronic archives or by other means.

#### **23. Representation at general meetings**

The Bank is not obliged to notify the Client of the date and place of ordinary and extraordinary general meetings of companies whose shares and securities with shareholder rights are deposited in an account with the Bank. Furthermore, it is not obliged to represent the Client at such general shareholders meetings.

#### **24. Continuity of legal relationships**

The legal relationship between the Bank and the Client shall not be rendered null and void by the legal incapacity, bankruptcy, legally declared disappearance or death of the Client or for any of the other reasons set out in Articles 35 and 405 of the Swiss Code of Obligations.

#### **25. Termination of business relationships**

The Client may terminate his/her relationship with the Bank, in full or in part, at any time, by giving prior notice in writing. The Bank reserves the right to suspend or terminate with immediate effect its business relationships with the Client, and in particular to terminate any loans approved or granted. In this case, the Client shall repay any amount due to the Bank with immediate effect. This shall apply equally to credits and loans with fixed-term maturities or notice periods, if the Bank deems that the Client's financial circumstances no longer justify continuation of the relationship. In the event that the Bank terminates the business relationship, the Client shall be obliged to send to the Bank within 15 days instructions for the transfer of his/her securities and assets held at the Bank. In the absence of any instructions, the Bank shall be entitled to liquidate the assets and deliver them physically to the Client, or to send, in full settlement, the proceeds together with the assets still available to the last known address for the Client, even in derogation of any provisions on retained post. The Bank reserves the right to charge closing fees in accordance with the fee schedule in force when the closure is requested. Any agreements in writing specifying otherwise shall apply notwithstanding.



## **26. Discretion**

The Bank's governing bodies and staff are obliged to maintain absolute discretion with respect to all relations with the Client in accordance with Swiss law, with particular reference to the Swiss Federal Law on Banks and Savings Banks.

## **27. Public holidays**

The days on which the Bank (registered office or branches) is closed in accordance with the law in force or with local practice, particularly Saturdays and Sundays, are deemed to be equivalent to official public holidays. The Bank shall not accept any responsibility for any loss or damage caused by the closure of the Bank on such public holidays.

## **28. Specific provisions**

In addition to the General terms and conditions, the Custody account regulations and Specific terms and conditions set out by the Bank govern certain areas of activity, in particular the custody and administration of securities and other Assets, as well as savings accounts, custody accounts, cheque books, safe deposit boxes and night safes. Furthermore, stock market transactions are subject to the practices in the different financial centres, the documentary credit business is subject to the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, and the collection and discounting business is subject to the general conditions of the Swiss Bankers Association.

## **29. Dormant accounts**

To prevent any interruption to the contract with the Bank, the Client agrees to notify the Bank promptly of any change to his/her personal situation (for example, a change of address or name), and to take the steps necessary (such as designating a proxy or a person of trust) to re-establish contact, where necessary. If there is no contact for several years, the Bank may carry out the necessary research, at the Client's expense, to restore contact in order to protect the interests of the Client and his/her heirs. The Client is aware that if the account(s) is/are dormant as defined by the relevant provisions, the Bank is obliged to report the business relationship to a central reporting office unless the contact is restored. If the Bank has to take action to trace the Client (or his/her heirs) in order to avoid application of the provisions relating to dormant assets, it shall be entitled to debit the search costs and any other expenses from the Client's account.

## **30. Client responsibilities in tax matters**

The Client acknowledges that he/she has been made aware of his/her responsibility to comply with his/her obligations towards the tax authorities of his/her country (declaration and payment of taxes) in respect of the assets held or managed at the Bank. The Client is personally responsible for the proper payment of tax on invested funds and on revenues from investments and for all related declarations and notifications in accordance with the provisions of his fiscal domicile. The above confirmation also applies, where appropriate, to the beneficial owner, to whom the Client undertakes to transmit the information from the Bank. The Bank shall not assume any liability for legal or tax advice. The Bank hereby advises the Client, and the beneficial owner, via his/her intermediary, to consult a lawyer, tax expert or other competent specialist. Clients that do not comply with their tax obligations in accordance with the law applicable in their country of domicile may be subject to financial and/or criminal sanctions. The Client is advised that, in accordance with international agreements to which Switzerland is party, the name of the Client and the beneficial owner may be sent to the competent foreign authorities, including the tax authorities of his/her country of domicile, upon request.

**31. Compliance with legal and/or sanction provisions**

The Client is responsible for complying with applicable legal provisions at all times, including provisions on tax and provisions on sanctions issued by Swiss or international authorities. The Client undertakes to indemnify the Bank against any loss or damage resulting from failure, on the part of the Client or his/her representatives, to comply with applicable legal and tax provisions.

**32. Specific provisions**

In addition to these general conditions, transactions of particular types may also be subject to specific terms and conditions issued by the Bank, or to the provisions of agreements signed with the Swiss Bankers' Association or local banking associations, or to agreements applicable in specific markets. For documentary credits, the provisions issued by the International Chamber of Commerce shall apply.

**33. In order to comply with national legal and regulatory provisions and ensure that its activities are beyond reproach at all times, the Bank's reliable business operations at all times, the Bank may restrict or refuse to provide certain services and/or products at its own discretion, including restricting certain banking transactions (e.g. cash transactions or a certain type of transfer).**

**34. Amendments to the General terms and conditions and the Bank's forms**

The Bank reserves the right to amend any of its forms at any time, including the General terms and conditions and the Custody account regulations. Such amendments shall be communicated to the Client by means of a circular letter or by any other appropriate means. If the Client does not object within 30 days of the date of notification, the said amendments shall be deemed to be approved and valid from the time of notification. If the Client objects to only some of the amended provisions, the other amended provisions shall enter into force after the above period of 30 days. The current version of the General Terms and Conditions can be viewed online in its entirety ([www.zarattinibank.ch/](http://www.zarattinibank.ch/))

**35. Applicable law and place of jurisdiction**

All legal aspects of the relationship between the Client and the Bank shall be exclusively governed by and construed in accordance with Swiss law. The place of fulfilment, the place of debt collection (only for Clients domiciled outside Switzerland) and the sole place of jurisdiction for all disputes shall be the place where the Bank's registered office is located. To this end, the Client declares that the Client elects as the Client's own domicile the place of the Bank's registered office. The Bank is nonetheless authorised to exercise its rights before the authorities of the Client's domicile, or before any other competent authority. In all cases Swiss law shall apply exclusively.

**Agreement**

I/we hereby declare that I/we have read and taken note of the conditions set out in these "General terms and conditions" and I/we acknowledge that they are binding for me/us.

Place and date: \_\_\_\_\_

Holder Signature(s): \_\_\_\_\_