



Annex I: DWO Terms and Conditions

Introduction

These DWO Terms and Conditions govern the use of the Deutsche Wealth Online ("DWO") of Deutsche Bank (Suisse) SA (hereinafter the "Bank") and the relationships between the Bank and the User. DWO services are accessible through a dedicated Bank's internet platform or through the ad hoc application on the User's mobile or any other electronic device.

The User acknowledges hereby that the present DWO Terms and Conditions form an integral part of the General Business Conditions of the Bank.

The Account Holder(s) / Contracting Partner(s) can also allow access to DWO to a duly authorized user. DWO Terms and Conditions and the General Business Conditions of the Bank are also applicable to any user to whom the Account Holder(s) / Contracting Partner(s) has granted an access through the relevant Bank's form ("User"). Where applicable, the User may only designate the Account Holder(s) / Contracting Partner(s) or the duly authorized user.

The functionalities available via DWO provided to the User will depend in particular on his place of residence and type of account.

I. General Provisions of DWO

1. Services description and information available via DWO ("DWO services")

DWO services enable the User to access account information and Bank's services. The User accepts and understands that several DWO services are provided as a basis and other may be provided upon request of the User. The User shall request DWO services through DWO or by reaching out to the Bank.

The User acknowledges that depending on his place of residence and type of Account held with the Bank, the access to certain existing or future DWO services may be denied or rescinded or restricted. The User undertakes to inform the Bank of any change of address.

The Bank reserves the right to offer different services via DWO, to modify DWO services and/or to delete the information and contents of DWO or to fully discontinue DWO services at any time.

DWO services include, in particular, but are not limited to:

- (i) Access to DWO platform from a computer.
- (ii) Access to DWO application through mobile device or tablet.

(iii) Notification services: notifications will be sent to your e-mail and/or telephone details registered with the Bank (please refer to section 11 below).

(iv) E-documents service: uploading of Bank's documents (as defined below under paragraph 12) onto an electronic mailbox on a regular basis – as per Account Holder(s)'s / Contracting Partner(s)'s instruction – on DWO. Documents that are available on DWO are considered delivered to the User the day of the upload.

(v) The capability of making payments ("Payment(s)") (please refer to paragraph 13 below).

The information accessible via DWO constitutes neither a solicitation nor an offer or recommendation for the purchase or sale of investment products or for the conclusion of transactions of any kind. No investment or other assets decision should be taken solely based on any information available via DWO.

The Bank will not supply any service other than carrying out the User's Payments and, in particular, will neither give the User any advice nor manage his assets. Any discussions between the User and the Bank or any information provided by the Bank will not give rise to any advisory relationship, nor do they constitute recommendations of the Bank. The Bank will not examine whether any investment decision made by the User or whether his trading or investment strategy pursued are justified, appropriate or reasonable and, as a matter of consequence, will not monitor any transactions made by the User.

The User will not have access on DWO platform to information relating to the period prior to the activation of the enrollment for DWO services.

2. Access and Identification to DWO

2.1 Access to DWO

A "Contract number" is a unique number assigned to the User and necessary to access DWO services. Bank's DWO log-in procedure is based on a multi-level user authentication. Users identify themselves by means of their Contract number, their personal password and PIN code. It is recommended to change passwords periodically and to choose a password as a combination of letters and numbers.

The Bank has the right to cancel such password and revoke access to DWO at any time. The Bank may also change the process described in the present section at any time and shall inform the User accordingly. The Bank may change identity verification and access methods from time to time at its entire discretion.



2.2 Identification to access DWO

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

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

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

Notwithstanding the above, the Bank shall be entitled, at any time, to refuse to accept (the existence of which being determined by the Bank

at its reasonable discretion), and to refuse to execute orders and to request from the User alternative identification and means of communication (such as phone and fax or original signature) before executing Payments ordered via DWO.

2.3 User's due diligence

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

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

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

It is the user's responsibility to ensure that other

authorized persons who access DWO also comply with these conditions.

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

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

2.4 Risks related to DWO

With respect to the above paragraphs, the User understands that he/she assumes all risks relating to (i) DWO manipulation from a non-authorized party, (ii) the fraudulent usage by a non-authorized party, (iii) the breach of the obligations arising from para. 2.3 above and (iv) non-authorized party's intervention within the transmission of data.

The User understands that the exchange of information can be delayed or interrupted due to transmission errors, technical defaults, interruptions, malfunctions, illegal interventions, network, overload, the malicious blocking of electronic access by third party, or other shortcomings on the part of the network provider.

3. Hardware and software

The User can use DWO application on its iOS (Apple) or Android (Google) mobile device. The Bank has no authority or liability with respect to these companies (Apple Inc. and Google Inc.) and their subsidiaries or affiliates and cannot be held liable for any damages incurred by the User having used services, software or platforms provided such companies.

4. Blocking

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

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

The User bears all risks resulting from the use of DWO before the blocking procedure has taken effect.

5. Interruption

The Bank cannot guarantee the uninterrupted availability of DWO on a 24-hour basis. Incidents



requiring maintenance to the systems may arise, preventing DWO services from being used temporarily.

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

If the Bank detects any security risks, it reserves the right to interrupt DWO for the protection of the User at any time until the risk is removed.

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

6. Exclusion of the Bank's liability

Despite security precautions taken by the Bank, the latter cannot guarantee absolute security. User's device is mandatory yet not in the Bank's control. Consequently, this implies risks of accessing to the information. Therefore, the Bank cannot be responsible for the User's device as this is not technically feasible.

The User is aware of risks related to DWO and electronic devices as explained under clause 2.4 above.

The Bank does not guarantee the accuracy and completeness of the data transmitted through DWO, unless and only to the extent it is responsible for the accuracy and completeness of such data under mandatory law applicable thereto.

Information concerning accounts and safe custody accounts (balances, statements, etc.) and generally available information such as stock market prices and foreign exchange rates, is to be regarded as provisional and non-binding.

The Bank shall not be liable for any direct, indirect, consequential, specific or generic damage or loss (including loss of profits) resulting from the use of the Internet browser and telephone network. The Bank does not accept any liability for damages concerning the services of the Internet or the telecommunications network providers or any software required to have access to the Internet, or DWO.

The Bank shall not be liable for any direct, indirect, consequential, specific or generic damage or loss (including loss of profits) incurred by the User as a result of the User using DWO, in particular in relation to the execution, respectively non-execution, of the Payments and/or for reliance on any information, except in case of gross negligence or willful misconduct.
The Bank shall not be liable for any direct, indirect,

consequential, specific or generic damage or loss (including loss of profits) caused by its affiliates, third party providers, auxiliary staff, agents and/or officers.

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

7. Security aspects

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

In this context, the User expressly declares to be aware that the Internet is a public network and that there are risks that third parties could gain unnoticed access to his computer, mobile device or tablet during an Internet session or other risks such as virus, forgery, or abuse.

Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized persons to access the system. It is the User's responsibility to have knowledge about the necessary security precautions.

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

The User further acknowledges that confidential data accessed by means of DWO may be stored indefinitely on his computer, mobile device or tablet or external storage (in particular cloud storage, i.e. saving information on an ad hoc platform such as iCloud). In order to ensure that such data remain confidential, the User should take all appropriate security precautions to prevent unauthorized access.

The Bank system may from time to time detect security problems arising from the User's software (browsers, mobile devices or tablets' operating system) for which the Bank is not responsible. The User may, in some cases, receive a warning from the Bank regarding such



security problems. However, the User acknowledges that such warnings are displayed by the Bank without obligation and may not lead to the assumption that the User will receive in each case such a warning. Moreover, the fact that the User will on one or more occasions receive such a warning does not form or constitute any right on the User's part to be constantly notified in this respect.

8. Legal restrictions

It is the User's duty to enquire whether he is subject to any laws and regulations (by reason of his nationality, residence or otherwise) which restrict him from accessing and using DWO or from receiving the access tools to DWO or from entering business contact with the Bank, in particular due to local investment or sales restrictions. The User undertakes to comply with all Swiss and foreign laws and regulations applicable to the relevant Payments.

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

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

The Bank has no responsibility regarding these legal restrictions.

9. Authentication means

The User shall only use the relevant authentication means provided to him by the Bank to access DWO.

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

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

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

The Bank declines responsibility for any difficulties

(e.g., possible investigation by customs or postal officers) arising from sending the authentication means by mail, in particular the Contract number.

10. Security Recommendations

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

1. Only connect to secure WLAN networks: Always log out when you leave DWO
2. Always update your electronic device system: Select automatic update option
3. Use anti-virus program: install up-to-date security software to protect your computer, mobile device, or tablet
4. Be careful in public places: do not leave your mobile device and/or tablet unattended. Pay attention to the people around you
5. Configure your mobile device and/or tablet securely: enable auto-lock, enable password protection (PIN or pattern) and enable remote wipe
6. Configure the security settings of the browser: do not hack your device (jailbreaking or rooting) Avoid auto-complete feature to remember users' names or passwords
7. Disable WLAN and Bluetooth when you are not using them
8. Install mobile and tablet applications only from trusted sources: use only official apps from the Bank and download the applications only from official application store (i.e., Apple Store, Google Play).

II. Special Provisions of DWO

11. Notification services

Through the Notification service, the User will be informed by e-mail or any other means of communication of events that you have chosen. The notification will be shared on the relevant User's email address that the Bank holds in its file.

The User understands and agrees that he/she is required to keep contact details provided to the Bank up to date.

The notification is shared through unencrypted communications channels. Therefore, such notification service may trigger, especially but not limited to, the following risks:

- (i) Lack of confidentiality: the information is unencrypted and transported over an open, publicly accessible network and, in principle, can



be viewed by others, thereby allowing conclusions to be drawn about existing banking relationship.

- (ii) Manipulation/Falsification: information can be changed by third party.
- (iii) Interruptions and delays: the exchange of information can be delayed or interrupted.
- (iv) Banking secrecy and data protection cannot be guaranteed.

12. E-documents service

E-documents service allows the Bank to deliver E-documents (as defined under paragraph 2 below) to the User on DWO in the electronic mailbox.

E-documents include all documents issued by the Bank in digital format, including but not limited to, debit and credit advice, account and portfolios' statements, Bank's correspondence, and information documents, such as the delivery of any contractual documents (the "E-documents").

The User expressly acknowledges that, by uploading of E-documents in the electronic mailbox, the Bank fulfills its notification and accountability obligations toward the User. Paper format will not be provided to the User. Paper format may be requested by the User on an *ad hoc* basis and potentially subject to a dedicated fee. However, the Bank may, at any time, issue E-documents in hard copy, either exclusively or in addition to, without being obligated to state any reasons.

The User acknowledges that E-documents are considered to have been delivered to the User as soon as they have been uploaded into DWO and are ready to be retrieved. Any deadlines that may be connected with E-documents, in particular any deadline set out in the Bank's General Business Conditions or under paragraph 5 below, starts to run from that time. This applies also if the User is temporarily or permanently prohibited from having access to the electronic mailbox.

Any complaints from the User regarding E-documents should be raised immediately, in writing and within the deadline indicated for the relevant document. If no objection is lodged within the specified period for the respective E-document or, at the latest, within 30 days of upload to the electronic mailbox, the relevant E-document will be deemed accepted by the User.

The User is personally responsible for all legal obligations arising from applicable laws and regulations, especially for the recording, suitable storage and/or saving of the electronic Bank's documents, as well as for their integrity and subsequent use.

The User acknowledge that E-documents, which are delivered in a PDF format are stored no longer than 24 months after delivery, after which they will no longer be

available electronically. A fee may be charged for any subsequent request for documents and advice in hard copy (please refer to paragraph 3 above). In view of the limited time that E-documents may be kept in the electronic mailbox, E-documents are not suitable for their long-term storage. For this reason, the User is advised to download E-documents onto his/her own data storage devices. In this respect, the User is fully responsible for the data storage of E-documents.

If the functionality regarding the delivery of E-documents is blocked or deactivated, then the bank documents will be sent by the Bank within a reasonable time after the blocking or deactivation of this functionality in accordance with the correspondence and communication instructions given by the User by post. Access to the electronic mailbox will be terminated.

13. Payments service (when/where available)

The User acknowledges and agrees that:

The Payments service may be available from limited locations and accounts, to be defined by the Bank at its own discretion. The Bank may impose, at its sole discretion and at any time, restrictions to the Payments service or impose limitations, such as thresholds.

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

Payments may not be processed immediately or around the clock but depend, among other things, on the public holidays and the working hours of the Bank. The Bank shall not be liable for any Payment that is not executed, not executed in a timely manner or for losses incurred or missed gains, if there is a reasonable cause that prevents the Bank from executing Payments in a timely manner.

The Bank is not required to but is entitled to obtain confirmation of an order before executing it.

The User needs to have sufficient available funds in his cash account to cover all Payments. If the cash account does not have sufficient available funds on the transfer date, the Bank may elect not to initiate one or more of the Payments. If the order is completed, it may cause an overdraft in the User's account in which case the User shall be liable for the overdraft and any overdraft fees.

The Bank is under no obligation to inform the User if it does not process a Payment because there are insufficient funds or credit in the User's account to process the order.

The Bank reserves the right to restrict types of payees to whom Payments may be made using DWO.

The User understands and agrees that in the Bank is entitled to refuse to carry out, to limit or impose special terms and conditions on Payments at any time,



especially for legal, regulatory, or internal policy reasons but without being required to provide an explanation for its decision to the User.

Payments shall be irrevocable once the relevant amount has been debited to the account of the User.

14. E-credential service: sending of authentication means electronically

The User identifies himself through a multi factor authentication process based on his Contract number, a personal password and a PIN code (altogether "authentication means" or "credentials").

E-credential services refer to:

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

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

III. Final Provisions of DWO

15. Swiss banking secrecy and Swiss data protection

Attention is drawn to the fact that Swiss law, and in particular Swiss banking secrecy and the Swiss data protection law of 19 June 1992 as amended from time to time, only extends effectively to Swiss territory and that all data transmitted and/or stored abroad therefore no longer benefits from any protection under Swiss law.

In this context, the User expressly acknowledges and accepts that by using the Internet, data is conveyed over a public network accessible to all users of the Internet. Data may thereby be transmitted without control across borders (even when both the sender and the recipient are located in Switzerland) and may be transferred to and between different countries. Some of these countries may not have the same legal protections regarding bank customer information as Switzerland. Insofar as Swiss banking secrecy and

data protection cannot completely be guaranteed when using the Internet, the User hereby expressly waives the right to assert any violation of Swiss banking secrecy and of the Data protection law of 12 June 1994 as amended from time to time and releases the Bank from all liability in the context of such waiver.

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

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

16. Communications, notifications and changes to DWO Terms and Conditions and General Business Conditions of the Bank

16.1 Access and Responsibility

The User shall be solely responsible for taking all necessary steps to access and log into DWO. The Bank shall provide, at the time of account opening or as required during the course of the business relationship, the credentials necessary for such access. The Bank does not monitor the User's access to DWO. Accordingly, the Bank shall be entitled to assume that the User has, at all times, the necessary access rights to connect to DWO and to consult any e-document made available therein.

16.2 Deemed Notification

Any E-Document uploaded by the Bank onto DWO shall be deemed duly delivered and notified to the User as of the date and time of such upload (the "**Upload Date**"). Any deadline or time limit referred to in such E-Document or correspondence shall commence on the Upload Date.

16.3 Liability Disclaimer

The Account Holder shall ensure that DWO is accessed in due time to review any E-Document. The Bank shall not, under any circumstances, be held liable for any loss, damage, or consequence resulting from the User's failure to access DWO or to review E-Documents in a timely manner.

16.4 Amendments to DWO Terms and Conditions

The Bank reserves the right to amend the present DWO Terms and Conditions at any time and at its sole discretion. The User shall be informed of any such



amendments either through E-document service or by any other appropriate means of communication.

The User shall be deemed to have accepted the amendments unless he challenges them in writing within thirty (30) days from the Upload Date, or from the communication. Upon expiry of this period, the amended DWO Terms and Conditions, as well as the content of the corresponding E-Document or correspondence shall be deemed accepted by the User.

All further terms and conditions governing the relationship with the Bank, such as those for the opening of accounts/safe custody accounts for private individuals or corporate bodies, remain legally binding. In case of discrepancies between the present DWO Terms and Conditions and the Bank's General Business Conditions, the latter shall prevail.

17. Termination

The User or the Bank may terminate DWO contract/access in writing at any time.

18. Partial invalidity

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

19. Fees

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

20. Applicable law and place of jurisdiction

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