

General Terms and Conditions of Use for the H-Messenger Application

These General Terms and Conditions concern the use of the mobile Application "H-Messenger" (hereinafter "the Application") as well as the functions available to the clients of CBH Compagnie Bancaire Helvétique SA (hereinafter "CBH") via the Application. With this Application, CBH offers you the possibility to contact and communicate with your Relationship Manager through a mobile phone (hereinafter "the Mobile Device"). In particular, you can share messages, images, documents and information and give stock market and payment orders to your Relationship Manager.

In addition to these Terms and Conditions, the account opening documentation and in particular the [General Terms and Conditions and the General Terms and Conditions for Deposits](#), as well as any other contractual documents that you have signed and/or accepted (e.g. the deed of pledge, data protection notice, etc.), apply and form an integral part of your contractual relationship with CBH.

In the event of any discrepancy, the General Terms and Conditions and the General Terms and Conditions for Deposits shall take precedence.

1 GENERAL TERMS AND CONDITIONS AND RESTRICTIONS OF USE

- 1.1 The use of the Application requires a private account to be opened with CBH (hereinafter "the Account").
- 1.2 Each client can only register (or have themselves registered) for one access to the Application. The account can only be opened and used by you the registered client (hereinafter; "the Client").
- 1.3 The Client may not authorize third parties to use the Application on his/her behalf.
- 1.4 Account usage is not available through the Application.
- 1.5 Restrictions on the use of the Application (age, domicile of the Client, tax residence, etc.) may apply at the discretion of CBH.

2 TECHNICAL PREREQUISITES

- 2.1 Only persons who have a registered mobile phone number, as well as a Mobile Device on which the Application is installed and which meets the technical requirements below, may access the services offered by CBH via the Application.

- 2.2 The Application can only be used on mobile devices equipped with certain operating systems (iOS 13.0 and later, Android 5.0 and later). The practical use of the Application may vary depending on the version of the operating system installed. Therefore, not all functions may be available with all versions of the operating system.

- 2.3 The Application is not available with all versions of operating systems compatible with the Application. It is offered with predefined parameters.

- 2.4 For security reasons, CBH is entitled to prohibit the use of the Application on certain types of devices, in particular those that have been "rooted". Furthermore, CBH is entitled to suspend the use of the Application on outdated operating systems and versions of the Application, provided that it has informed the Client within a reasonable period of time.

- 2.5 It is the client's responsibility to ensure that the Mobile Device meets all the technical requirements for using the Application and is compatible with the Application.

- 2.6 Technical access to the services is via the Client's Mobile Device, and requires an Internet connection, not provided by CBH.

- 2.7 In the event of a crash while using the application, the technical data will be retrieved via a tool integrated into the application. This tool is subject to the applicable data protection regulations.

3 ACCESS TO THE APPLICATION

- 3.1 When downloading the Application, the Client enters the phone number of the smartphone. This is checked for security reasons. In the event of a change of telephone number, the Client shall immediately notify CBH.

- 3.2 Only persons who have identified themselves using biometric data (e.g. fingerprint, facial recognition) may access the Application and the functions offered, provided that their Mobile Device allows it and that they have expressly authorized this feature in the Application.

- 3.3 Authentication is based only on the above-mentioned access data. Persons who identify themselves in accordance with the above provisions (self-identification) are considered by CBH to be entitled to use the services offered. The Client understands and

accepts that all orders, directives, instructions, etc. transmitted via the Application are therefore deemed to have been communicated by the Client and are binding, without being subject to any further verification.

- 3.4 CBH reserves the right, however, to refuse to provide services at any time, without justification, and to require the client to identify in another way. To this end, your Relationship Manager will contact you by telephone in order to ensure an optimal level of security.
- 3.5 CBH reserves the right to propose further access data or to adapt existing access data at any time.
- 3.6 The Client may ask to block his/her access to the services via the Application, or can block the access to the Application himself/herself, by entering incorrect access data three times in a row. The Client can contact the Customer Service to require the blocking. CBH may also require a written confirmation of the blocking.
- 3.7 CBH may also require written consent from the Client before lifting the blocking, as necessary.
- 3.8 If CBH deems it objectively necessary, CBH is entitled to block the Client's access to all or part of the Services at any time, without justification or prior notice.

4 PERSONAL DATA

- 4.1 CBH pays particular attention to the protection of your data. CBH's Privacy Policy and the privacy notice that were given to you, in particular when you opened your account, are available on CBH's website (www.cbhbank.com) and give you an overview of the processing of your personal data.
- 4.2 In particular, CBH processes the data it receives from its Clients and that it generates in the scope of the business relationship with its Clients. It concerns personal data, i.e. data that directly identifies you as a Client (e.g. last name, first name, etc.) or data that allows identification when used in conjunction with other information (e.g. account number).
- 4.3 CBH collects and processes personal data in accordance with the applicable data protection regulations, including Swiss Federal Data Protection Act.
- 4.4 In the scope of the communication via the Application, CBH processes and stores the information transmitted by the Client, including Client's messages and responses.
- 4.5 Processing and related operations are carried out for the following purposes:

- **Execution of the banking relationship:** enabling secure and efficient communication between the Client and the Bank;
- **Regulatory and legal compliance:** fulfilling obligations under Swiss banking regulations, anti-money laundering (AML) requirements, and record-keeping duties (LBA, FATF recommendations, FINMA directives, and art. 958f CO);
- **Security and fraud prevention:** monitoring, detecting, and preventing fraud, cybersecurity threats, or unauthorized access;
- **Improvement of services:** ensuring quality control, training of employees, and enhancement of customer experience;
- **Audit and internal controls:** facilitating internal and external audits required by regulators and authorities;

4.6 **Litigation and risk management:** enabling CBH to defend its rights in case of disputes, claims, or regulatory inquiries. .

4.7 CBH uses a filter to encrypt messages and to make these messages anonymous in order to prevent the recognition of an identified or identifiable person. Nevertheless, the Client acknowledges that it is impossible to guarantee the total effectiveness of the filtering of personal data contained in his/her messages.

4.8 CBH retains personal data for a period of **10 years** from the end of the business relationship, in accordance with Swiss legal requirements. In cases where legal or regulatory obligations require longer retention, or in the event of an ongoing dispute, data may be retained beyond this period.

5 LEGAL AND ACCEPTABLE USE

- 5.1 By downloading and installing the Application, the Client agrees to use the Application as a means of communication only for lawful, authorized and acceptable purposes.
- 5.2 In particular, the Client is prohibited from using the Application in a way that:
 - violates, misappropriates, or infringes upon the rights to privacy, image reproduction, intellectual property or other exclusive rights;
 - is unlawful, obscene, defamatory, threatening, intimidating, hateful, racially or ethnically offensive, harassing, or inciting or encouraging unlawful or improper behavior, including the promotion of violent crime;
 - involves false or misleading statements or representations;

- usurps a person's identity;
- involves the sending of illegal or unacceptable communications.

5.3 In case of abuse, and if the use of the Application deviates from the usual uses, and if there are indications of behavior contrary to the contractual provisions, CBH may remind the Client of his/her obligations to use the Application in accordance with the legal and contractual provisions, modify, limit or cancel, without notice and without the possibility of compensation, the services it provides, terminate the agreement without notice or compensation and, if applicable, claim damages and to be released from its obligations towards third parties. The same applies in the event of incorrect or incomplete information being provided by the Client.

6 CLIENT DUE DILIGENCE OBLIGATIONS

Following due diligence obligations must be particularly complied with when using the Application:

- The Client must protect his/her Mobile Device against access by third parties and ensure that it is always locked, especially when not in use.
- The codes used to unlock the Mobile Device or the screen must be kept secret and must not be disclosed to third parties or stored in the Mobile Device. The passwords chosen should not be easily identifiable (e.g. telephone numbers, dates of birth, license plates, ID numbers).
- When the Client receives activation and/or verification codes, he/she shall immediately proceed with the activation/verification in accordance with the instructions given to him/her.
- The Client ensures that all his/her login details are kept secret and that they are protected against misuse by unauthorized persons. In particular, login details must not be stored insecurely on the Mobile Device or otherwise recorded in any other form. The login details must also not be communicated to third parties or made accessible in any way whatsoever. The Client is aware that CBH will never ask him/her to communicate his/her login details in any way whatsoever (e-mail, telephone).
- The Client is entirely responsible and liable for the risks arising from the use (including misuse) of his/her login details.
- If the Client has reason to fear that unauthorized third parties may have gained knowledge of one or more of his/her login details or have obtained the code to unlock his/her Mobile Device or screen, the Client must immediately change or modify his/her login details or code via the Application.
- In case of loss or theft of the Mobile Device, the Client must contact CBH via the Application (installed on another Mobile Device) or by telephone at +41 22 839 01 00 in order to have the Application blocked.

- The Client shall ensure that all data entered by him/her is complete and accurate. The Client is responsible for the data he/she transmits.
- The use of the Application abroad may be subject to local legal restrictions or, depending on the circumstances, foreign regulations. It is the responsibility of the Client to inform himself/herself accordingly.

7 EXCLUSION OF LIABILITY

- 7.1 CBH does not guarantee the accuracy and completeness of the data communicated by CBH through the Application. The data transmitted and made available via the Application are in no way binding, unless they are expressly designated as such.
- 7.2 CBH does not grant any technical access to its services, this being the sole responsibility of the Client. In particular, the Client is aware that CBH does not operate the software that allows access to the Internet. Therefore, CBH is not liable for the access provider nor the software.
- 7.3 The use of the services via the Application is made via public telecommunication networks (telephone, Internet), which are not specifically secured. CBH declines any liability in case of damage resulting from the use of these networks, in particular as a consequence of a succession of transmission errors, technical problems, disturbances of the telephone network or the Internet, illicit intervention on the network installations, overload of the networks, deliberate blocking of the electronic accesses of the Client by third parties, or interruption or failure attributable to the access provider.
- 7.4 Despite all security measures taken, CBH declines all liability for the Client's Mobile Device, as this is technically impossible.
- 7.5 CBH expressly declines any liability for any software that may be recommended or provided by CBH (e.g. via a download link or application), as well as for any damage resulting from the transmission of the software via the Internet.
- 7.6 Although CBH exercises all due diligence, it declines all liability for the consequences of disruptions and failures, in particular in the context of the operation of the Application (e.g. as a result of an illegal intrusion into the system).
- 7.7 Where it identifies security risks, CBH reserves the right to interrupt at any time the provision of services through the Application in order to protect the Client until the problem is resolved. CBH declines all liability in case of damage resulting from such an interruption.

7.8 CBH shall not be liable for damage caused to the Client as a result of the breach of contractual obligations as well as for indirect damage and consequential loss (e.g. loss of profit or claims of third parties), as far as the breach of contractual obligations relates to the use of the Application.

7.9 CBH does not assume any liability for the consequences of loss or theft of the Mobile Device, in particular in case of undue access to the account.

8 BANKING SECRECY

8.1 The Client is expressly informed that Swiss banking secrecy only applies to data hosted by persons in Switzerland.

8.2 By downloading, installing and/or using the Application, the Client accepts that the Application has access to his/her photos and camera, during his/her identification, as well as to his/her documents, when sending attachments.

8.3 The download, installation and/or use of the Application by the Client may lead third parties (e.g. in case of loss of the Mobile Device) to conclude that a business relationship with CBH exists, or to be able to view the details of such relationship.

8.4 The Client is also aware that data circulate via the Internet, an open network accessible to all. As a result, data regularly cross borders in an uncontrolled manner, even if both sender and recipient are in Switzerland. Although the transmitted data packets are encrypted, the identity of the sender and recipient may be viewed by third parties. In this context, it is then possible for a third party to conclude that there is a banking relationship with CBH.

9 CROSS-BORDER ACTIVITIES

9.1 The Client accepts and understands that it is CBH's policy to not solicit persons domiciled abroad in order to contract services with CBH.

9.2 The Client is informed that CBH is a bank which is only authorized in Switzerland and as such, is duly subject to the supervision of the Swiss Financial Market Authority (FINMA). CBH does not have any other banking authorization from any other foreign authority. Therefore, CBH may not promote its financial and/or banking services in any country other than Switzerland.

9.3 By downloading the Application, the Client confirms that he/she has read and understood this information, and confirms that the download of the Application, as well as the consultation of the information disseminated through it, is done on his/her own initiative, without having been solicited by CBH.

10 FEES AND COMPENSATION

10.1 The current Terms and Conditions and other charges arising from the use of the Application and the ad hoc services are available in the Application.

10.2 The Client shall bear all expenses and taxes arising from the use of the Application on his/her Mobile Device, including those related to Internet access and those charged by his/her mobile telephone provider.

11 SECURITY

11.1 Particular attention has been paid to security in the development of the Application. In order to protect the Client, a multi-level system has been developed which uses a cryptographic process that complies with strict standards. In principle, data encryption makes it possible to prevent unauthorized access to confidential Client information. However, it is impossible to guarantee absolute security, even by means of state-of-the-art security measures taken by both CBH and the Client. Moreover, the Client is aware of the fallibility of the Mobile Device in the context of access to the services offered through the Application.

It is therefore incumbent on the Client to regularly update the software installed on his/her Mobile Device, in particular its operating system, and to use adequate antivirus programs.

11.2 In particular, the Client is informed of the following risks:

- Insufficient knowledge of the system and insufficient security measures may facilitate unauthorized access (unprotected data backup on the Mobile Device, file transfer, screen reverberation). It is also the Client's responsibility to be fully informed about the required security measures.
- Any Internet service provider can track the data traffic of its Clients: the provider is therefore able to trace all their contacts.
- It is possible at any time that a third party may access the Client's Mobile Device unnoticed while the Client is using the Internet, or that malicious software (e.g. computer viruses) may infect the Mobile Device from the Internet. Antivirus programs can be of great help to the Client in this case.
- It is important that the Client only uses software from trustworthy sources (in particular by downloading it only official platforms: Google Play for Android and AppStore for iOS).
- A change in the operating system of the Client's Mobile Device (e.g. jailbreak or rooting) may facilitate undue access to information by third parties.

11.3 In order to guarantee the Client's data protection, CBH notably uses the following security mechanisms:

- On the Client's Mobile Device: error reports and other information are transmitted automatically by the Application.
- During transmission: data transmission through the Application is performed using encrypted connections (https).
- In addition, to protect itself, the Application has security features that detect, for example, if other potentially malicious applications and settings (e.g. jailbreak) that could threaten the security of access to the Application are active (the Application must notably be allowed to view active applications).

12 ELECTRONIC AND TELEPHONE COMMUNICATION

- 12.1 The Application is a means of communication between CBH and the Client. However, CBH can also, if necessary, contact the Client by e-mail and telephone. It is the responsibility of the Client to verify the accuracy of the transmitted address and number. The Client is informed that electronic communication is neither confidential nor secure. Messages transmitted electronically can be viewed, intercepted, modified or lost. CBH declines all liability in case of damage suffered as a result of the transmission of information between CBH and the Client by telephone, e-mail or any other electronic messaging system.
- 12.2 By downloading and using the Application provided by CBH, the Client accepts that the Application is an additional means of communication. Furthermore, the Customer understands and accepts that this means of communication replaces and supplants the correspondence address indicated by the Customer, in case the Customer had opted for correspondence to be kept at the Bank.

13 MODIFICATION OF THESE TERMS OF USE, THE APPLICATION AND FUNCTIONS

- 13.1 CBH may at any time modify these Terms and Conditions. Where applicable, the modifications will be communicated to the Client in advance, by means of a push notification or in another appropriate manner; they will be considered accepted if the Client does not contest them within one month, and in any case, when the Application is used for the first time after receipt of this information.
- 13.2 CBH reserves the right to modify, update or develop, at any time and without notice, the Application and the functions offered through it. CBH is also entitled to interrupt the operation of the Application or to limit its availability at any time and without notice, temporarily or permanently, in whole or in part, for technical or regulatory reasons. The Client is informed

that older versions of the Application are not supported by CBH. The installation of the updates is essential so that the Client can continue to use the Application in the event of any changes made to it.

14 TERMINATION

- 14.1 CBH reserves the right to terminate the contract concluded with the Client at any time in accordance with the relevant legal provisions. Any debts are then immediately due and payable.
- 14.2 The termination of the operation of the Application by CBH does not automatically result in the termination of the contractual relationship between CBH and the Client.
- 14.3 Similarly, the deletion of the Application from the Client's Mobile Device, or its non-use by the Client, does not result in termination of the contract.

15 INTELLECTUAL PROPERTY

CBH grants the Client the non-exclusive and non-transferable right to use the Application during the term of the Agreement. The content and scope of this right are specified in these terms of use. All intellectual rights remain the property of CBH or the third parties concerned. If the Client infringes the intellectual property rights of a third party, and if the third-party asserts claims against CBH, the Client is obligated to compensate CBH.

16 APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between the Client and CBH arising from the use of the Application in accordance with these terms and conditions shall be governed **exclusively by Swiss law**, including with respect to the various functionalities.

The place of performance, the place of legal action for Clients domiciled abroad, and the exclusive place of jurisdiction for all proceedings is Geneva. However, CBH remains entitled to take the Client to court also at his/her place of residence, or before any other competent court, as applicable. In either case, Swiss law applies exclusively.

The mandatory provisions of Swiss law concerning the place of jurisdiction shall remain unaffected.