Account Base Number

General Terms and Conditions

The business relationship between Nexent Bank (Suisse) SA (hereafter the "**Bank**") and any natural person or legal entity (hereafter the "**Client**"), shall be governed by these General Terms and Conditions, and all relevant documents supplied by the Bank to the Client at the time the account is opened as well as any other agreement signed between the parties, the laws and regulations in force in Switzerland, the rules and customary practices established by the International Chamber of Commerce and by standard banking practices as applicable in the financial sector.

1. Account opening and power of disposal

The Bank shall open one or more accounts for the Client when he has accepted the account-opening form together with documents completed and provided to the Bank's satisfaction. The Bank may at all times solely rely on the signatures and signing powers the Client communicated in writing to the Bank. They shall remain valid, notwithstanding any conflicting or divergent entries in any commercial register or publication, until revoked in writing.

2. Signature verification, proof of authority and e-signature

The Bank verifies the identity of the Client and its representatives by comparing the signatures with the deposited specimens. The Bank is under no obligation to undertake a more thorough verification of identity but is entitled to do so. The Client shall take all necessary measures to prevent the unauthorized use of its signature and of the signature of its representative(s).

The Bank shall not be responsible for any fraudulent use of the Client's signature and of the signature of its representative(s) whether genuine or forged, by a third party, except to the extent that the Bank shall be guilty of gross negligence.

E-signature

Unless otherwise provided by law or regulation, the Bank is entitled, at its own discretion, to accept Bank's documents and contracts signed by the Client electronically via electronic signature's solutions and certificates from services providers such as Docusign.

Unless otherwise provided by law or regulation, electronically accepted/signed documents have the same legal effects as documents signed by hand, and they represent the original. Furthermore, all documents kept by the Bank in electronic form, including contractual documentation, have the same force as means of evidence as written/hard copies.

The Client bears any and all risks and losses resulting from the use of electronic signature's solutions and certificates and the Client releases the Bank from any liability in this respect, except in case of intentional wrongdoing or gross negligence on its part, for which the Client bears the burden of proof. The Client acknowledges and agrees that the Bank is entitled to produce in court a copy or an electronically signed/accepted document instead of an original document with the same force as means of evidence. The Client also accepts the validity of the Client's signature (whether electronic or by hand) on the documents sent electronically even if the Bank is not in possession of the originals. The Client further waives any objection or claim he may have regarding the formal validity of a scanned document sent electronically and grants a full discharge to the Bank in this respect.

The Client shall keep all original documents in case only scanned copies are provided to the Bank (if accepted by the Bank at its own discretion) and bears all risks related to the destruction of original copies. The Bank is entitled, at its own discretion, to require at any time that the Client returns original signed documents.

3. Legal incapacity

Losses or damages resulting from legal incapacity of the Client (whether a natural person or a legal entity) or its representative(s) that is not notified to the Bank in due time, shall be borne by the Client, except to the extent that the Bank shall be guilty of gross negligence.

4. Communications

The Bank and the Client may use any means of communication (in particular, mail, telephone, e-mail or Direct Banking). All communications from the Bank shall be deemed to be validly transmitted to the Client when sent to the Client in accordance with its latest instructions, or, for its protection, in a manner which deviates there from. The date of the copies or on the mailing records of the Bank shall be deemed to be the date (time) of dispatch.

The Client agrees to update personal information provided to the Bank at the time of the account opening, such as name, address, registered office, nationality, (including any modification or acquisition of an additional nationality), marital status, tax status especially in regard with the United States of America, (US or non-US person), and all other relevant information, in particular relating to (i) the prevention of money-laundering and combating the financing of terrorism, (ii) the investor profile and notably the Client's risk tolerance, and (iii) the Client's qualified investor status under the meaning of the Swiss Federal Law on Collective Investment Schemes (CISA), and to communicate any changes to the Bank in the shortest time, but no later than **within 30 (thirty) days**. The Client acknowledges that the modification of any personal information (which may concern the Client, a representative and/or a beneficial owner) may be applicable to any other relation(s) with the Bank.

The Bank shall incur no liability/ responsibility whatsoever and the Client undertakes to hold the Bank harmless from all claims/liabilities arising from any wrong, inaccurate, belated or incomplete personal information provided by the Client, in particular regarding the Client's tax status.

5. Client's orders and instructions

If the total amount of various orders given by the Client exceeds the credit balance on the account(s) or the available credit facilities, the Bank shall be entitled at its sole discretion to determine which of such orders or instructions it will execute in whole or in part, or will not execute irrespective of the dates and times of dispatch or receipt of such orders or instructions. The Client agrees that the Bank may request the Client to advance the necessary funds before executing such orders. Payment instructions are irrevocable as soon as the amount is debited from the Client's account.

6. Non-execution or incorrect execution of Client's orders and instructions

In the event of loss or damage due to the incorrect execution or unjustified non-execution of orders or instructions, or untimely execution of orders or instructions, the Bank shall be liable for loss of interest only, unless the Bank has been notified timely and in writing of the risk of more extensive loss or damage likely to be suffered, in any particular case. Should the Client fail to notify the Bank, such loss or damage shall be borne by the Client. However, stock exchange transactions are executed at the sole risk of the Client.

Regardless of the type of order or instruction, the Bank shall be liable only for damage caused directly by the non-execution or incorrect execution of the order or instruction in question and shall not be liable for any lost profit or any other type of indirect damage.

In any case, the Bank shall be authorized to refuse to execute, to postpone or even cancel the execution of unlawful, ambiguous, poorly worded, imprecise, incomplete, non-executable or erroneous orders or instructions, including orders considered contrary, in the sole and absolute discretion of the Bank, to regulations, sanctions and trade restrictions directly or indirectly applicable to the Bank, to the proper business conduct requirement, or when it doubts the originator's authority or identity or when the execution would expose the Bank to a credit risk (e.g. in case of a short sale of securities, a purchase without

having the necessary liquid assets or an insufficient credit limit) or when the Client does not otherwise comply with the special requirements and conditions applicable to the execution of orders and instructions, for instance in the Direct Banking. The Client shall solely bear the risks arising from such orders or instructions, as well as those arising from the absence of instructions or the late receipt of instructions by the Bank.

In addition, the Client releases the Bank from any liability in the event of the non-execution, postponement, cancellation, or delayed execution of any type of transaction or a transfer resulting from a request for information or documents from any third party involved in the execution of the Client's order, in particular due to an investigation, whether external or internal, relating to money-laundering or to individuals or entities that may be or are subject to sanctions or trade restrictions.

7. Transmission risks

Any loss or damage resulting from the use of mail, telephone, e-mail, Direct Banking or any other means of transmission, in particular that arising from any delays, losses, misunderstandings, mistakes, interceptions, distortions, duplications, or counterfeits, shall be borne by the Client, except to the extent that the Bank shall be guilty of gross negligence.

The Client acknowledges, in particular, the risks of fraud resulting from the use of mail, telephone, facsimile, e-mail, Direct Banking (if activated) or any other means of transmission, and shall therefore take all necessary measures to prevent unauthorized third parties from gaining access to documents, instruments, computers, e-mail accounts and Direct Banking, or other means of transmission used to communicate with the Bank. The Client undertakes to hold the Bank harmless from and against any and all damages, losses and claims arising therefrom.

8. Client's complaints and claims

Complaints of the Client regarding the execution or the non-execution of any instructions, orders or any objection to any advice notices, account statement, portfolio statement or other communications from the Bank must be referred in writing to the Bank immediately after the Client has received it or became aware of it, but no later than **30 (thirty) days** from the date on which they were communicated. In the same manner and with the same effect, notice must be given immediately to the Bank, when an expected notice from the Bank is not received by the Client in due time. In the absence of such timely complaint, the advice, account statement, portfolio statement or other communications from the Bank will be deemed to be correct and ratified by the Client, for all the items entered therein, saving all reservations made by the Bank and in accordance with the terms shown on each statement. All losses or damages resulting from late presentation of a complaint shall be borne by the Client.

In all events, the right of the Client to file a claim against the Bank shall be deemed irrevocably waived if such claim is not filed within one year from the date on which the debit, purchase, sale or any other transaction that the Client challenges has been communicated to the Client.

9. Deposit and withdrawal of funds

The Client undertakes to notify immediately the Bank should any amount be credited erroneously to the Client's account and to reimburse that amount, even if is transferred elsewhere.

The Bank shall, at its sole discretion, execute instructions to withdraw account funds or assets, either by paying out the amount in cash, or by remitting a bank check, or by transferring funds or assets to an account with another bank designated by the Client.

10. Indemnification clause

The Client undertakes to hold harmless, to release and indemnify the Bank, its respective directors, corporate, bodies, officers, employees and representatives (hereafter referred to as the "**Indemnified Person(s)**") from and against all actions, proceedings, claims, liabilities, losses, costs, expenses or damages of any sort (the "**Claim(s)**") which may be brought against the Bank and/or the Indemnified Person or (in)directly incurred in relation to any act

or omission, the acceptance/execution or non-acceptance/execution of any instruction or order from the Client, its representatives, or its beneficial owner, or relating to the Client's account or any asset deposited thereon at any time.

The Client undertakes to reimburse and/or to pay advances to each of the Indemnified Persons, upon their first request, all expenses as well as legal and other fees incurred or to be incurred by them in the event that legal proceedings are commenced in relation to any Claim.

The Client authorizes the Bank to debit any account, sell or liquidate any of the assets under the Bank's control or custody and to recover all sums due to any of the Indemnified Persons in relation to any Claim.

The Client also consents to the disclosure of the Client's identity and information insofar such disclosure may be useful to protect an Indemnified Person against any Claims and waives banking secrecy accordingly.

This indemnification duty applies regardless of any fault of the Client, except in case of willful misconduct or gross negligence on the part of the Indemnified Person.

11. Compliance with law

The Client shall be responsible for complying with all laws and regulations applicable to him. This also includes its obligation to declare and pay taxes.

12. Tax status of the Client

The Client shall be responsible for providing the Bank with information required for the Bank to fulfill all its contractual, legal or regulatory obligations, either voluntarily or at the Bank's request. The Client undertakes to inform on its own initiative the Bank within the shortest time, but within **30 (thirty) days** of any material change, in particular a change of tax domicile or permanent address. The Client shall be responsible and liable vis-à-vis the Bank for any damages, losses, liabilities, claims of any sort, which may result from receiving incorrect, incomplete or late information about the Client's tax status. The Client is responsible for fulfilling any obligation with respect to the filling of returns or other required documentation in respect of and the payment of all relevant taxes, including without limitation all income, capital gains, wealth and estate taxes. The Bank does not provide any legal or tax advice and the Client undertakes to seek legal/ tax advice experts.

13. Fees, commissions, interests, charges and taxes

Fees, commissions, interests, charges, and taxes, which have been agreed upon or are standard, shall be credited or debited to the Client immediately, monthly, quarterly, every six months or annually at the discretion of the Bank. The Bank may also charge an administrative fee for accounts with balances below the minimum from time to time, at the discretion of the Bank. Fees, interests and commissions are payable to the Bank without any deductions. Disbursements, taxes and charges of any kind, incurred both in Switzerland and abroad, are borne by the Client. The Bank is authorized to debit any fee, commissions, interests, charges and taxes from the Client's account. The Bank reserves the right to modify at any time its fees, commissions and interests rates, and to inform the Client of any modification in any appropriate form.

14. Credits in foreign currency

Except where agreed to the contrary between the Client and the Bank, the credits to the Client's account in a currency other than that of the account may be converted by the Bank at its discretion into the currency of the Client's account.

15. Assets in foreign currency

The Client's account balances denominated in currencies other than the Swiss franc will be deposited in this foreign currency with correspondents of the Bank abroad, within or outside the currency area in question, in the Bank's name but for account and at the risk of the Client. Such balances are subject to all taxes, duties, restrictions and other measures imposed by the authorities of the country of the cur-

rency or of the deposit, and the Bank assumes no liability and no obligation towards the Client as a consequence of the above measures and restrictions or of any other facts of similar nature.

16. Disposal of assets in foreign currencies

Subject to the agreement of the Bank (which may be revoked at any time without prior notice), the Client may dispose of balances denominated in currencies other than the Swiss franc only by means of either a check drawn by the Bank or a postal or telegraphic transfer, denominated in the currency of the account, and requested by the Client in writing or by tested cable. The Bank will consider every check drawn on it and denominated in a currency other than the Swiss franc to be a request for payment by means of either a check drawn by the Bank on or a telegraphic transfer to a correspondent of the Bank in the country of the currency in question. Other means of disposal shall require the prior written approval of the Bank.

At its sole discretion, the Bank may disregard the above provisions and pay checks drawn on it by the Client and denominated in a currency other than the Swiss franc. In such a case, the Bank will debit the Client's account with an amount equivalent to the amount of the check, computed at the rate of exchange prevailing on the date of payment by the Bank.

17. Discharge of obligations in foreign currencies

The Bank may at any time and at its sole discretion discharge all of its obligations to the Client arising out of its account in a currency other than the Swiss franc by sending to the Client a check denominated in the currency of the account. Such a check, drawn to the order of the Client in an amount equal to the credit balance in its account, may be accompanied by other documents, which the Bank considers at its sole discretion, necessary in order to transfer to the Client all rights which the Bank may have regarding the funds in question.

18. Bills of exchange, checks and similar instruments

The Bank shall be entitled to debit the Client's account for any unpaid bills of exchange, checks, or similar instruments previously credited or discounted, in as much as the collection of funds subsequently fails or where the amount thereof is not available. The same shall apply to paid checks that are subsequently deemed lost, counterfeit or deficient. Notwithstanding the foregoing, all payment claims which arise from such instruments shall remain with the Bank.

19. Waiver of responsibility for bills of exchange, checks and similar instruments

The Bank disclaims any responsibility where bills of exchange, checks or notes have not been presented or protested in time or where recourse has failed to be exercised (unless such delay or failure are not due to the gross negligence of the Bank), and in particular, where instructions to the Bank, or the text of notes, bills of exchange or checks are incomplete or unclear, where such instruments do not reach the Bank within a reasonable period before presentation date or where other factual circumstances make presentation, protest or exercise of recourse particularly difficult. In arranging for the collection or protest of drafts or similar instruments at places lacking adequate banking services, the Bank shall not be liable for timely presentation.

The Bank also disclaims any responsibility for non-payment or late payment of payable at the Bank whenever funds to cover the same are not placed at the disposal of the Bank at least one business day prior to the due date.

The Client shall be liable for any damages resulting from the loss, fraudulent use, or falsification of bills of exchange, checks notes, or other negotiable instruments even if the Client is not at fault.

20. Documentary transactions

In carrying out all documentary transactions, the

Bank assumes no responsibility whatsoever with respect to the form or authenticity of documents or instruments, or with respect to the condition or conformity of merchandise represented thereby. The Bank shall not, without its express consent, be designated as addressee or consignee of merchandise.

21. Overdraft on current accounts

In the event of overdrawn amounts on its current account, the Client undertakes to reimburse the Bank on first demand the amounts so overdrawn, together with interest thereon at a rate which will be fixed by the Bank on a case-by-case basis.

22. Time deposit

At the initial opening of a time deposit, a confirmation will be issued to the Client stating the principal sum, opening and maturity dates and the rate of interest paid at maturity.

Unless the Client otherwise instructs the Bank at least 5 (five) business days prior to any maturity date, the Bank will renew the deposit for an equal time period at the prevailing interest rate for the principal sum and unwithdrawn interest.

The time deposit is repayable only on the maturity date. The Client has no right to terminate or withdraw the time deposit, or to obtain repayment thereof, whether in whole or in part, before that date. The Bank may nevertheless, in its sole discretion and exclusively in a duly substantiated case of hardship, agree to early termination and repayment (in whole or in part) on such terms and conditions as it may determine. Any such early termination and repayment shall be subject to legal requirements at the place of the deposit and in Switzerland, to costs and penalties of early termination and to withholding of taxes, if any.

23. General authorization for Securities Lending

Unless otherwise agreed in writing between the Client and the Bank, the Client authorizes the Bank, for the purposes of securities lending, to borrow securities eligible for lending from all safekeeping accounts identified under the Client's Account Base number. In addition, the specific Securities Lending Conditions shall apply.

24. Book entry securities

Where needed, the Client authorizes the Bank to register its shares in the share register of the company that emitted the purchased shares.

The Client declares not to hold the shares otherwise than on its behalf and its own legal and financial property and not as trustee or otherwise for any third party and undertakes to inform the Bank of any change of these circumstances.

25. Special conditions

In addition to the present General Terms and Conditions, certain transactions and services are governed by special conditions (e.g. documentary transactions, credits, loans and advances etc.).

Furthermore, stock exchange and foreign exchange transactions are subject to the customs of the place of execution; documentary credits are subject to the relative Uniform Customs and Practice published by the International Chamber of Commerce; collections are subject to the Uniform Rules for Collections issued by the same chamber; also applicable are the different conventions of the Swiss Bankers' Association concerning payments discounts, etc.

26. Banking Day

Banking Day means a day (other than a Saturday or Sunday) on which banks in Geneva (or elsewhere for the purpose of disbursements or payments in the relevant currency) are open for general business.

27. Recording of telephone conversations

The Client notes and accepts that its telephone conversations and those of its representatives with the Bank may be recorded internally, to safeguard the accuracy of the transactions and ensure the authenticity of telephone instructions. The Client shall be required to ensure that its representatives or any

person likely to be involved in the business relationship is informed of and also consents to the recording of its telephone conversations with the Bank.

With respect to misunderstandings and errors, the Client is precluded from invoking any mechanical failure of the recording system, which may have occurred, or the fact that a conversation has not been recorded. The Bank retains these recordings for a limited period that it freely determines, subject to any legal or regulatory obligation. The Client accepts that such recordings may be produced as evidence by the Bank in court proceedings in the event of dispute between the Client and the Bank.

28. Data processing and protection, banking secrecy, and other confidentiality provisions

The Bank, its governing bodies, employees, auxiliary persons, and agents are subject to various duties of confidentiality based on data protection law, banking secrecy provisions, in particular pursuant to Article 47 of the Federal Law on Banks and Savings Banks of November 8, 1934, and other legal and contractual confidentiality provisions. The Bank will therefore handle and is authorized by the Client to collect and process data related to the Bank's relationship with the Client, which in particular includes data related to the Client and any beneficial owners, controlling persons, beneficiaries, authorized agents and representatives, guarantors and other individuals involved in the banking relationship (the "**Client Data**"), in compliance with such confidentiality obligations.

The Client confirms having reviewed the "*Information from the Swiss Bankers Association (SBA) regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities*" available at the following link:

Guideline handling data in day-to-day business.pdf (swissbanking.ch)

The Bank takes the appropriate measures to comply with banking secrecy and protect the Client Data.

The Client nevertheless releases the Bank, its governing bodies, employees, auxiliary persons, and agents from the duties of confidentiality based on data protection law, banking secrecy and other legal and contractual confidentiality provisions, waives bank-client confidentiality and authorizes the Bank to disclose the Client Data as follows:

a) for the purpose of **conducting all acts necessary and customary in the business in connection with the banking relationship** (including, without limitation, handling and processing of instructions, orders and notifications, communication with the Client, maintenance of the account, opening or closing of accounts and sub-accounts, use of services, products and systems, in particular IT infrastructure and systems), in which case the Client Data may be shared by the Bank with other entities located in Switzerland or abroad, and in particular with Nexent Bank NV in the Netherlands; the Bank may share Client Data to provide clients services and products on a worldwide basis, use available resources and expertise, meet compliance obligations and ensure consolidated supervision as may be applicable as well as global management of compliance, legal, reputational and other risks;

b) for the purpose of **performing transactions on behalf of the Client involving Swiss or foreign securities and similar rights or other financial instruments** requiring disclosure of the identity of the Client and/or the beneficial owner(s) or other Client Data, in which case Client Data may have to be disclosed to third parties located in Switzerland or abroad;

c) for the purpose of **money transfers for the Client processed through the Society for Worldwide Interbank Financial Telecommunication** ("SWIFT"), as they require extensive information about the ordering Client and the beneficial owner to be stored both with corresponding banks and at locations where SWIFT is doing business. Information is thus stored outside of Switzerland and will not be protected by Swiss Data Protection Laws and Banking

secrecy. The Client confirms being aware of the interception risks;

d) for the purpose of **executing payments ordered by the Client**, both for domestic and international payments, in which case Client Data may have to be disclosed to third parties;

e) for the purpose of **executing commercial transactions and for bilateral arrangements or hedging purpose,** in which case the Bank may at its sole discretion syndicate, assign, transfer to third parties or otherwise securitize relevant account receivables, other assets or claims such as but not limited to letter of credit, bilateral finance, etc.;

f) in order to **comply with legal or regulatory obligations** (including tax obligations), as well as to safeguard legitimate interests, in which case Client Data may have to be disclosed to third parties, including supervisory authorities in Switzerland or abroad;

g) for **security purposes**, in particular to protect the Client and the Bank from improper or criminal activities.

The Client acknowledges that any **data transferred abroad is then no longer protected by Swiss law, in particular, Swiss banking secrecy** but by the relevant foreign law **which may not necessarily provide an equivalent or adequate level of protection of data**. Foreign laws and regulations may require the disclosure of such data to authorities or other third parties. In this case, the use of Client Data is not controlled by the Bank.

The authorization granted to the Bank to disclose Client Data pursuant to this article shall not expire upon termination of the banking relationship or upon the death, declaration of absence, incapacity to act or bankruptcy of any of the parties. Furthermore, this authorization shall remain valid until it is revoked in writing by the Client. However, the authorization granted to the Bank remains valid to the extent that it is required to successfully enforce the Bank's claims or if it is required for any other purposes in the interest of the Bank.

29. Outsourcing

The Bank may outsource to Nexent Bank NV in the Netherlands as well as to other external service providers in Switzerland or abroad certain of its activities or services related to its activities**,** such as the creation, development, maintenance and any other processing of computer applications or databases, the storage of Client Data, the administrative processing of banking transactions on any securities whatsoever, credit and credit risks, administrative tasks and all tasks in which special expertise outside the Bank's core activities is required.

Delegates with Nexent Bank NV in the Netherlands or other external service providers are carefully selected, instructed, and monitored by the Bank. In accordance with the applicable legal requirements and regulatory obligations, the Bank takes appropriate technical, organizational, and contractual measures to preserve the confidentiality of Client Data that are affected by the outsourcing. In particular, the Bank verifies that the respective delegate with Nexent Bank NV in the Netherlands or the external service providers comply with their obligations for the purposes of preserving data security and confidentiality, particularly in terms of access to data in accordance with the "need to know" principle. Consequently, only those persons who need to access personal data in order to perform the outsourced services will be authorized to access such data.

In case of outsourcing as indicated above, the Client expressly authorizes the Bank to transfer to Nexent Bank NV in the Netherlands and to other external service providers in Switzerland or abroad all information and documents relating to the business relationship with the Client, including, without limitation, contractual documentation, know your customer (KYC) information and documentation, account statements and correspondence, transaction orders and instructions as well as any information contained in these documents or in the Bank's databases, which may include, in particular, data enabling the personal identification of the Client, the beneficial owner(s), the controlling persons, the holder(s) of power of attorney, as well as transactional and financial data, which may also include data relating to counterparties, unless otherwise agreed (hereafter the "Authorized Data").

In case of transfer of Authorized Data, the Client releases the Bank from its duties of confidentiality based on data protection law, banking secrecy and any other legal or contractual confidentiality obligation. The Client acknowledges that any data transferred abroad is then no longer protected by Swiss law, but by the relevant foreign law which may not necessarily provide an equivalent or adequate level of protection of data. Foreign laws and regulations may require the disclosure of such data to authorities or other third parties. In this case, the use of Client Data is not controlled by the Bank.

30. Dormant assets

The Client shall take all necessary measures to ensure that regular contact is maintained with the Bank, such as the appointment of a proxy or a contact person (hereafter the "**Attorney(s)**"). The Client shall immediately communicate to the Bank in writing any change in the personal situation of the Attorney(s), in particular its/their address. The Client acknowledges that such Attorney(s) are not subject to banking secrecy and expressly releases the Bank from any liability whatsoever in that respect. In case of loss of contact with the Client and/or the Attorney(s), the Bank shall, at its own discretion and depending on the value of the assets deposited, conduct investigations in Switzerland or abroad: the Client undertakes to bear expenses related to such investigations. Should the contact not be reinstated, then the Bank must announce dormant assets to a Swiss investigative organization subject to banking secrecy whose task is to centralize data related to dormant assets.

This authorization is valid until it is revoked in writing by the Client. The authorization shall not expire in case of civil incapacity, death, bankruptcy or similar procedures.

31. Termination of business relationship

The Bank reserves the right at any time and at its own discretion to terminate its business relationship with the Client with immediate effect and in particular a right to cancel term and forward transactions and credits approved or granted. In such case, all transactions will be settled, and outstanding credits become payable immediately, unless otherwise agreed in writing by the parties.
If the Client is in default when business relations end, failing its instructions, the Bank may sell the assets in the account and make the proceeds available to him in whatever form it deems convenient, including as cash or a cheque.

32. Rights of pledge and assignment

As a continuing security for all present or future claims the Bank may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a first-rank pledge and an assignment as collateral security on all Client's assets and receivables, as determined in the General Deed of Pledge and Assignment of the Bank.

33. Right of set-off

For all present or future claims the Bank may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a right of set-off.

For the purpose of cross-currency set-off, the Bank may convert any obligation into another currency at a market exchange rate selected by it on the relevant date and determined by it on the basis of similar transactions. If the amount of an obligation is unascertained, the Client irrevocably authorizes the Bank to estimate that obligation and set-off in respect of the estimate.

34. Amendments of the General Terms and Conditions

The Bank reserves the right to amend these Conditions at any time. The Client shall be informed of such amendments by circular letter or by any other means that the Bank may deem appropriate, and unless contested by the Client within one month, the amendments shall be deemed to have been ratified.

35. Mediation

The Bank is affiliated to the Swiss Bankers Association. For any complaint about its relationship with the Bank, the Client has the possibility of applying to the Ombudsman of the Swiss Banks*, Bahnhofplatz, 9, PO Box, CH-8021 Zurich*, which acts as an information and mediation body with no jurisdictional competence for the clients.

36. Governing law and jurisdiction

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

Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.

The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Client waives any objection on the applicability of Swiss law or on the ground of *venue or forum non convenience* or any similar grounds.

The Client [Click or tap here to enter text.], has taken notice of the above General Terms and Conditions and expressly declares to agree with all items stipulated therein.

Date:

Click or tap to enter a date.

Authorized signature of the Client(s):