



SPECIAL TERMS AND CONDITIONS OF USE OF ESIGNATURE SERVICE

1. Provisions relating to the eSignature Service

The eSignature service allows the User to accept and/or sign selected documents electronically in accordance with his or her signature authorization and capacity.

The Edmond de Rothschild Group legal entity concerned ("EdR Company") will electronically communicate the document to the user. The User must read the document, carefully check its accuracy and completeness and, if necessary, submit any questions or comments to EdR. Any objections must be raised immediately. Before signing, the user may, if necessary, modify pre-filled information and must fill in any missing information. At any time before signing, the user may download a copy of the document. Once the document has been completed, the user can sign it electronically by clicking on the "Sign" button. Once the document signed, the user can download a signed copy. If the user wishes to leave the electronic signature page, he or she will be reminded of the option to download the signed document. If the user has a question about the electronic signature process and its stages, the user should reach out to his/her account manager.

An electronically accepted/signed document has the same legal effects as a handwritten signed document and embodies the original. A copy of an electronically accepted/signed document that is subsequently printed out and signed by hand has no legal effect. If the User is a legal entity, the individual completing an acceptance statement as its representative hereby confirms to be duly authorised by such legal entity to give its consent to these Special Terms and Conditions of Use of eSignature Service.

In compliance with the personal data protection charter and as mentioned in section 5 "Evidence agreement", EdR is expressly authorized to store electronically signed documents on an electronic platform. This platform is not accessible to users. However, users may obtain a copy of their signed documents on request from EdR.

For the eSignature Service, the concerned legal entity of the Edmond de Rothschild Group (the "EdR Entity") may use electronic certificates of a recognized provider of certification or trust services (or electronic certificates in accordance with the European eIDAS Regulation and/or the Swiss Federal Act on Electronic Signature). To use the eSignature Service, the User must therefore accept the service providers selected by the EdR Entity, currently LuxTrust SA and Belgique Mobile ID SA, for the issuance of a certificate linked to an advance signature or a qualified signature, in particular with respect to the protection of the User's personal data.

The User authorizes the EdR Entity to transmit all details necessary for the use of the electronic platform provided by LuxTrust SA and/or the issuance of the electronic certificates by LuxTrust SA and/or Belgique Mobile ID SA, such as surname and first name, e-mail and mobile phone number, to the respective trust service providers. **The User releases the EdR Entity, Edmond de Rothschild Group and LuxTrust SA and Belgique Mobile ID SA, as well as their respective affiliates, their governing bodies, employees, and agents from their duties of confidentiality and (if applicable) waives any legal or regulatory confidentiality obligation to the extent it is necessary for providing the eSignature Service.** The User acknowledges that electronic certificates issued to him or her under the provisions of these terms may only be used for the electronic signing of documents between the User and the EdR Entity.

By using the eSignature service, the User confirms his or her consent with these Special Terms and Conditions of Use and the related documents that he or she may be requested at any time to accept in connection with the eSignature service.

2. Authentication

The User shall be authenticated with regard to the EdR Entity and/or, if applicable, LuxTrust SA and/or Belgique Mobile ID SA, as well as their respective affiliates, for the exclusive use of the eSignature Service. The User accepts and authorises the EdR Entity to send the technical facilities necessary to access the eSignature Service to the e-mail address and mobile phone indicated by the User.

Each User proving his or her identity by the means of authentication made available to him or her shall be deemed to be validly authenticated to have access to the eSignature Service. The EdR Entity and/or, if applicable, LuxTrust SA and/or Belgique Mobile ID SA, as well as their respective affiliates shall not be required to carry out additional verification to ensure the identity or proper authentication of a User. In particular, no identification of a User shall be carried out by checking a signature or an identity document.

At any time and without giving reason, the EdR Entity may deny a User access to the eSignature Service and require that he or she be authenticated by another method. The EdR Entity may block access to the eSignature Service after consecutive denied accesses.

In the event of death, loss of the exercise of civil rights or removal of authority (general power of attorney, power of attorney limited to management or right of inspection), the means of authentication shall remain in force until such time as the EdR Entity has been advised in writing of the User's death or incapacity or that such powers have been revoked by the User or by persons empowered to do so such as the User's duly authorised representatives, curator(s) or trustee(s) in a bankruptcy.



3. User's duty of diligence

The acquisition, installation, configuration, administration and maintenance of the equipment required to access the eSignature Service shall be the sole responsibility of each User concerned, with the exception of equipment provided by the EdR Entity.

Each User is responsible for ensuring the security, integrity and confidentiality of his or her IT environment. The User must take all necessary measures to prevent any misuse or illegal use of the eSignature Service and to protect access to the services offered.

In particular, the User must keep his or her personal means of authentication secret and keep them in a safe place. These must not be sent or made accessible by any other means to third parties. The User ID and personal password must be kept separately. The personal password must not be easy to establish by deduction and, like the user ID, it must not be stored on an electronic medium. The User must not react to e-mails, short message services (SMS), phone calls supposedly issued by the EdR Entity inviting the recipient to communicate his or her personal means of authentication (for example by entering them on a site accessed via a link), as the EdR Entity never authenticates a User in this way. **In the event of any suspicion of disclosure, fraudulent use or loss of personal means of authentication, the User must notify the EdR Entity immediately and request the blocking of access to the eSignature Service. In the event of suspected security risks, the EdR Entity reserves the right to block the access to the eSignature Service with immediate effect and without giving any reason or warning. If access is blocked for security reasons, the User shall be notified by the EdR Entity via the usual channels of communication. The EdR Entity and/or any legal entity of the Edmond de Rothschild Group and/or LuxTrust SA cannot be held liable for any loss or damage resulting from the subsequent blocking and declines all liability in this regard.**

Each User must ensure that his or her operating system and Internet browser are up-to-date, i.e. that security patches made available and recommended by the various service providers are installed regularly. The User is required to take the usual security precautions for public electronic networks (for example by installing a firewall and using continuously updated antivirus programs). It is the responsibility of each User to obtain specific information on the necessary security measures and to comply with them. In addition, he or she must take all necessary precautions to protect any data stored on his or her computer system. **Any loss or damage suffered or caused by the non-observance of the aforementioned obligations shall be the entire liability of the User.**

The User assumes the technical risks relating in particular to an electrical power failure, interruption of connections, fault or overload of the networks or IT systems.

The eSignature Service remains the property of the EdR Entity and/or LuxTrust SA, as well as their respective affiliates, and any printing of a web page, information and/or document taken from the eSignature Service by a User must be carried out exclusively for personal reasons.

4. Security and confidentiality

Access to eSignature Service is protected by a high-level security system based on advanced technologies, such as the use of electronic certificates or data encryption.

Provided that these Special Terms and Condition of Use are complied with by the User, the technology in place shall ensure a high level of confidentiality to actions carried out through the eSignature Service. Nevertheless, the current technology does not allow for absolute privacy through any connection established with the EdR Entity by electronic means and, consequently, relating to the existence of any business relationship with it, **the User shall assume all risks resulting from manipulation of the User's computer system by unauthorised third parties, fraudulent use of the User's personal means of authentication, breach of due diligence by the User or unauthorised third party interventions in the transmission of data.**

In addition, data may be transmitted via the Internet to a country other than the User's domicile in which the laws applicable at the User's domicile, in particular regarding banking secrecy and data protection standards, are not applicable.

Concerning the use and process of the personal data collected by an EdR Entity, please kindly refer to the personal Data Protection Charter of the concerned legal entity (the "Personal Data Protection Charter"): <https://www.edmond-de-rothschild.com/en/Pages/cookies-policy.aspx>.

5. Agreement as to proof

The EdR Entity and the User (and the legal entity represented by the latter, if applicable) who is the signatory of the transactions hereby agree to establish the rules of proof admissible between them, for the electronic signature process. They acknowledge that the electronic signature process proposed by the EdR Entity guarantees the identity of the signatory, the link between the signature and the document to which it is attached as well as the integrity of the document. They specifically agree that the identification elements used are admissible in court as proof of the data and elements, as well as the identification process and signatures they represent.

As part of this eSignature Service, the EdR Entity is expressly authorised to store on the dedicated platform the documents signed electronically.

The User (and the legal entity represented by the latter if applicable) expressly acknowledges that all transactions concluded and signed in



electronic form are admissible as proof in court in the same way as transactions concluded and signed on paper.

The User (and the legal entity represented by the latter, if applicable) and the EdR Entity therefore undertake not to dispute the admissibility, validity, enforceability or conclusive proof of the information exchanged, on the basis of its electronic nature, recorded, emanating from and/or stored on databases accessible to them. In the absence of proof to the contrary, these elements will be admissible and enforceable between the parties in the same manner, under the same conditions and with the same conclusive proof as any document drawn up, received or stored in writing on a tangible medium.

The EdR Entity and the User (and the legal entity represented by the latter, if applicable) expressly accept that the transactions concluded, archived and possibly retrieved in whole or in part, as part of the electronic signature process, the records of proof which may be stored on durable media, e-mails, telephone recordings, acknowledgements of receipt exchanged between them or any other element tending to demonstrate proof, may be admissible in court.

Logins, computer recordings and other identification elements shall be used if necessary to back up the login records kept by the EdR Entity. However, the EdR Entity reserves the right to require the User's handwritten signature if it deems it appropriate or when required by the applicable laws and regulations.

6. Change to right of access

Any request to modify the data giving access to the eSignature Service (e.g. the mobile phone number and e-mail address) must be communicated by the User to the EdR Entity, in writing.

The EdR Entity and any legal entity of the Edmond de Rothschild Group and/or LuxTrust SA, as well as their respective affiliates, cannot be held liable for any loss or damage due to the User's failure or delay in notifying the EdR Entity of changes to a User's data giving access to the eSignature Service.

7. Changes to the services offered and to the Terms and Conditions of Use

The EdR Entity and/or any legal entity of the Edmond de Rothschild Group and/or LuxTrust SA, as well as their respective affiliates, is authorised to adapt, supplement and amend the services offered within the framework of the eSignature Service, including the conditions of eligibility for the eSignature service (e.g. country of residence and possession of e-Banking access provided by EdR), as well as the present Terms and Conditions of Use, having regard both to changes to the applicable legislation and to the technology. The EdR Entity shall inform the User of such changes by appropriate means. Unless contested within one month, any change shall be deemed to have been approved. Any use after the notification of amendment by the EdR Entity shall be deemed to be acceptance of the amendments.

8. Availability of the eSignature Service and absence of warranty

The EdR Entity and/or LuxTrust SA, as well as their respective affiliates, aims to keep the eSignature Service at an optimal level of availability. However, all Users acknowledge and accept that incidents requiring work on the IT systems may temporarily impede the use of the eSignature Service.

9. Absence of liability by the EdR Entity

The EdR Entity and/or any legal entity of the Edmond de Rothschild Group assumes no liability, save in the event of a gross negligence on its part, for any loss or damage suffered by a User in connection with the eSignature Service, including in the following cases:

- a) Communication or transmission error resulting from the use of the eSignature Service, in particular in the event of an electrical power failure, interruption of connections dependant on the telecommunication companies and/or any other public or private intermediary, or a breakdown of any nature of the IT installations concerned.
- b) Interruption of the processing of ongoing transactions resulting in direct or indirect loss or damage or loss of profit.
- c) Misuse of the eSignature Service by a third party. The use of the Internet does not effectively allow for an absolute verification of the identity of the sender or the recipient of a message.
- d) Interception by a third party, loss or alteration of an electronic message from or to the EdR Entity.
- e) Information given and/or transmitted incompletely.
- f) Incidents resulting from overload disruption or interruption of the networks or IT systems.
- g) Force majeure events as interpreted by the courts of the EdR Entity's with which the User has the business relationship.

The use of the eSignature Service as well as the export or import of the means of authentication in third countries may be subject to local statutory and regulatory restrictions. It is the responsibility of each User to obtain information in this regard. The EdR Entity declines any liability in this matter.



10. Termination

The User and the EdR Entity, may at any time, without giving any reason, terminate access to the eSignature Service.

The EdR Entity reserves the right at any time, to terminate access to the eSignature Service without delay or notice to a User if they remain unused for more than two years.

11. Governing law and jurisdiction

Relationships between the EdR Entity and the User, pursuant to this agreement, are subject exclusively to the law applicable at the EdR Entity's registered offices.

Any dispute in connection with the interpretation or execution of this agreement shall fall within the exclusive jurisdiction of the courts at the EdR Entity's registered office or at the place of business of the branch or agency with which the User has the business relationship.