

SWITZERLAND ANNEX

This is jurisdiction-specific annex which forms part of the ESA under clause 22. Any terms used but not otherwise defined in this jurisdiction-specific annex will have the same meanings as in the ESA.

1. The Client consents to the Bank and/or any other member of the BNPP Group disclosing its information for the purposes of and in accordance with the ESA and hereby waives any protections applicable to it under Applicable Laws, including data protection legislation and applicable banking secrecy laws.

2. The Client further understands and consents that the Bank may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from the Client's and Users' access to and use of the Electronic Services. Some of the Client's and the Users' information may be maintained and held on one or more databases around the globe, and not necessarily in the local jurisdiction of the Client and its Users.

3. The Client (on its own behalf, and on behalf of any relevant Principal) hereby agrees that the Bank and/or any other member of the BNPP Group may disclose in such manner as it determines to any other member or office of the BNPP Group in any jurisdiction and also to any third parties performing outsourced functions as is reasonably necessary for the purposes of providing, operating and maintaining the Electronic Services, issuing and acting upon Instructions, and entering into, executing and settling Transactions or otherwise complying with any of its obligations under the ESA: (i) all such information relating to the Client and its accounts, Transactions and Instructions; and (ii) the following information relating to a User: first name, last name, email address, telephone number, and/or user ID. The Bank may also disclose the information set out under (i) and (ii) to any competent government authority, pursuant to any Applicable Law, whether or not such competent government authority is established within the European Economic Area, and regardless of whether the country in which the competent government authority is based provides an adequate level of protection.

4. The Client covenants and agrees that it will not directly or indirectly use Electronic Services for the purpose of facilitating any activity of or transaction with any person or entity, or in any country or territory, that, at the time of such facilitation, is a person, entity, country, or territory with which dealings are restricted or prohibited by any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by The Swiss State Secretariat for Economic Affairs (SECO), the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, and/or Her Majesty's Treasury or other relevant sanctions authority (including any person owned or controlled by any person subject to any Sanctions) ("**Sanctions**").

5. The Client represents and warrants that neither the Client nor any of its subsidiaries, directors or officers, or, to the best knowledge of Client, any affiliate or employee of it, is currently a person with whom dealings are restricted or prohibited by any Sanctions.

6. The Client represents and warrants that neither the Client nor any of its subsidiaries, directors or officers, or, to the best knowledge of the Client, any affiliate or employee of it, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations (collectively, "**AML**") in any applicable jurisdiction.

7. The Client will not cause the Bank, its affiliates, the Electronic Services, or any User to violate any Applicable Law. The Client at its sole cost will obtain any permits, licenses, inspections, file any applications or reports, and pay any third Person fees necessary to conduct its business.