

**AGREEMENT COVERING THE DELEN ONLINE CONSULTATION OPERATIONS – Delen OnLine
Consultation agreement**

Between :

Delen (Suisse) S.A., based and having its main registered office at CH -1204 Geneve, 12, Rue de Hollande, featured in the *Registre du Commerce de Genève* under number CH-660-1216996-7

hereinafter referred to as "the Bank "

and

.....(family name and first name)

.....(address)

number of account

hereinafter referred to as "the Client "

Preamble:

The Client wishes to use the services the Bank provides via its Internet site www.delen.ch (hereinafter referred to as "the Site ") for all the accounts with the Bank at the present time or in the future, for which the Client may act individually and separately in the Client's capacity as holder or joint holder.

The following has been agreed upon:

Article 1 – Services provided under the Delen OnLine Consultation agreement (the "Advisory Services")

The Client would like to enjoy the Bank's Advisory Services within the meaning of article 1.3. in the Special Conditions for Delen OnLine accompanying this agreement and subject to the conditions specified by this agreement, the Bank's General Conditions, the Special Conditions for Delen OnLine and any other document the Bank may provide the Client with in connection with the provision of services via the Site's Clients Section.

For example, the Client may enjoy the following services via the Site's Clients Section :

- access to various items of financial information;
- consulting and printing the current balance of his accounts (cash and securities) and the historic statements of transactions he carried out.

Article 2 – Duration and termination of the agreement

2.1. This agreement shall be concluded for an indefinite period of time.

2.2. Either party may terminate the agreement by sending a registered letter and providing notice of three working days.

In this case, the Bank shall deny the Client's access to the Site's Clients Section immediately after the period of notice has expired. The Bank shall not be exposed to any liability owing to this action, except in the case of the Bank's gross negligence or intentional wrong.

Where appropriate, the Client may be repaid commission and costs paid in advance and in proportion to the period which has elapsed.

2.3. The Bank shall be authorised to terminate this agreement without formal notice and with immediate effect in the event of the Client's failure to meet the obligations provided for in this agreement, in the Special Conditions for Delen OnLine or the Bank's General Conditions or in any other document the Bank provides the Client with in connection with the provision of Advisory Services, should the Client's good character or solvency be called into question or in the event that the business relationship between the Bank or the Client is terminated for any reason.

In this case, the Client may not claim the repayment of commissions and costs paid in advance.

2.4. Should the agreement be terminated for any reason, the Client shall undertake to ensure all the documents, identifier and access code to the Site's Clients Section are returned to the Bank as soon as possible and no later than 30 days after the termination.

Should the agreement be terminated for any reason, all of the provisions in the Special Conditions for Delen OnLine, this agreement and the Bank's General Conditions shall continue to apply as appropriate.

Article 3 – Correspondence

The Client is informed of the fact that he can choose for all the information that needs to be delivered on a sustainable support between information on paper or on another sustainable support, such as e-mail.

The Client chooses to receive such information on the other sustainable support. The Bank is however free to decide to deliver the information on paper.

(check the box above if the Client accepts to receive the information on another support than on paper)

In this case, the information will be sent to the Client :

via secured messaging, accessible through the Website

via e-mail

The Client acknowledges and accepts that he will be responsible for possible harm resulting from the fact that the Client read the correspondence that was sent to him too late.

Article 4 – Client's declarations and commitments

4.1. The Client shall declare being aware :

- of the scope of the transactions carried out under this agreement ;

- that the Internet network is an open international network whose characteristics and special features are well-known, to which the Client may gain access by a suitable means, such as a television set connected to the Internet or a telephone linked to the WAP service, irrespective of its whereabouts. The Bank shall exchange information with the Client via this system and receive information from the Client in an encrypted form.
- of the possibility that information published in the Site's Clients Section may be changed at any time;
- that the Client shall bear any damage that may occur owing to acts committed in breach of the provisions herein, the Bank's General Conditions, the Special Conditions for Delen OnLine and the user's guide;
- that the legal and regulatory measures for the misuse of inside information and money laundering shall be applicable in the case of the Bank's provision of Advisory Services;
- that the Client alone is responsible for complying with the legislation applicable in the Client's country of residence.

The Client shall undertake to notify the Bank as soon as possible about any problem that occurs or any delay when logging on to the Site's Clients Section or when using the Online services .

The Client shall generally undertake to act with all reasonable and usual care when using the Online services.

4.2. By signing this agreement, the Client shall acknowledge having received a copy, having read, understood and accepted the contents of the following documents:

- the Bank's General Conditions
- the Special Conditions for Delen OnLine
- this agreement's appendix 1
- the Site user's guide

4.3. By signing this agreement, the Client shall also confirm agreeing to be bound by any document the Bank provides the Client in connection with the provision of the Advisory Services, unless the Client forwards a written objection within 30 days after the said documents are sent.

4.4. By adding his signature to this agreement, the Customer also confirms that he accepts that his own personal data, which are essential to provide Consulting Services, can be transferred to Bank Delen Luxembourg, which manages the website, and that the data can be managed and stored there. The Customer also accepts that the Bank can be released from its professional confidentiality if the transfer or storage of said data were to necessitate the abrogation of this professional confidentiality. The Customer is informed of the fact that the Bank will take appropriate technical and organisational measures to guarantee the integrity, confidentiality and availability of the data in the communication. The Bank shall demand a confidentiality commitment from the Bank Delen Luxembourg. The Bank shall definitively inform the Customer of the fact that the Luxembourg legal system is regarded as a legal system that guarantees an appropriate level of protection in the sense of Article 2, 2nd sentence of the Federal law on the protection of data

Article 5 – Miscellaneous provisions

5.1. The partial or full invalidity of a clause in this agreement or the Special Conditions for Delen OnLine shall not affect the validity and the effects vis-à-vis third parties of the other provisions in the said agreement or the said Special Conditions.

5.2. The Bank shall be authorised to proceed unilaterally to amend the provisions and appendices herein as well as the provisions in the user's guide according to the procedures set forth in article 11. of the Special Conditions for Delen OnLine

Article 6 – Place of jurisdiction and applicable law

6.1. Swiss law is applicable to this agreement.

6.2. All disputes regarding the implementation or interpretation of this agreement fall under the exclusive jurisdiction of the Courts of Geneva, Switzerland, subject to appeal proceedings before the Tribunal fédéral (Federal Supreme Court), without prejudice to the right which the Bank has to lodge the dispute before another regularly competent legal body, including the courts of the country in which the Customer has his domicile ed. Any transactions between the Bank and Client under this present relationship shall be deemed to have been undertaken on the Bank's premises.

Done at , on / / , in duplicate, with each party acknowledging having received a copy.

The Client

The Bank

(specify : Signature + Name + "Read and approved ")

Appendix 1 to the Delen OnLine agreement
Financial information distributed on the Site

The information published on the Site originates with various information providers, who would like to let you know about the key items of information and obligation you have to accept and respect.

The Bank shall reserve the right to act at any time to amend these clauses or to supplement them in accordance with the procedure applicable for amendments to the Bank's General Conditions .

1. General provisions applicable for all information providers .

- 1.1. The Bank declares that none of the information providers shall act as a sponsor of the Bank or as a distributor of its services.
- 1.2. The information providers declare not being liable for any errors, omissions or failures in respect of the content of the information they provide and they reject any proceedings instituted against them under this heading.
- 1.3. The information providers shall be entitled to stop distributing information to the Client via the Site at any time, without their liability being invoked.
- 1.4. The Client shall accept that the distribution of information should be governed by the contractual conditions applicable between the Bank and the information provider and the end of this agreement shall necessarily result in the termination of the information distribution process.

2. Provisions applicable to certain information providers .

2.1. Dow Jones Indices.

Dow Jones and companies related to it, the CBOT and companies related to it and all their directors, managers and members of staff, agents, representatives and licencees shall not be held liable for losses or damage occurring directly or indirectly because of :

- (i) any error, omission, delay or failure in providing the index quotations or any other information that is distributed ;
- (ii) any decision taken or position adopted by the Bank or its Client, on the basis of index prices or any other information distributed by the said information provider on the Site.

Dow Jones and companies related to it, the CBOT and companies related to it and all their directors, managers and members of staff, agents, representatives and licencees shall not be held liable for losses of professional incomes, shortfalls, direct or indirect damage of any kind, even when they result from activities that are illegal or not compatible with the agreements, even if the said people in charge were notified of the possibility of such damage occurring..

The Bank shall acknowledge that Dow Jones, the CBOT and companies related to them shall not provide any explicit or implicit guarantees concerning the indices for which quotations are supplied. A guarantee is understood to mean, but not exclusively :

- (i) guarantees about the punctuality, the guarantee about comprehensiveness, accuracy and being up-to-date or about the scope or opportunity for exchanging information about indices for one purpose or another ;
- (ii) guarantees about the results that may be obtained by the Bank, the Client or even another person or entity.

2. 2. Licence for the distribution of historical figures from the London Stock Exchange.

The London Stock Exchange shall not be held liable for errors with or omissions from the information that is distributed in the case of market prices provided in a time-shifted state, or for any specific use made on the basis of this information