

Conventional Name - Company Name

Cornèr Banca SA
Via Canova 16
6901 Lugano
Switzerland

### Application to use the Cornèr Data Feed Service of Cornèr Banca SA

Full Name/Company Name (hereinafter "User")

Street No.

ZIP, Town

Country

#### How to apply

Please carefully read and then sign this form and the attached conditions of use and send them to Cornèr Banca SA, Via Canova 16, Lugano 6901, Switzerland. In the event of acceptance of the present application by the Bank, the Access codes will be transmitted to the Client by registered postal delivery to the address normally used for sending bank correspondence. This supersedes any previous applications to use the Cornèr Data Feed service.

#### Declarations

**I declare that I have received, read, understood and accepted the Cornèr Data Feed service Conditions of Use. I further declare that I have noted and accepted without reservation that identification for access to the Cornèr Data Feed service and for use of its services is by the use of Access codes provided by the Bank in accordance with Art. 2 of the Cornèr Data Feed service Conditions of Use.**

#### Caution

**In addition to all the provisions that regulate the relationship with Cornèr Banca SA**, in particular the General Conditions signed previously, **which are an integral part of this application**, the Conditions of Use for the Cornèr Data Feed service and its Annex apply.

Place and date

Full Name - Company Name - Signature

Place and date

Full Name - Company Name - Signature

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Full Name - Company Name - Signature

## Conditions of Use for the Cornèr Data Feed Service of Cornèr Banca SA

### 1. Features of the Bank's Cornèr Data Feed service (data acquisition via the Internet)

As part of the Cornèr Data Feed data acquisition service (hereinafter "Service"), the Bank offers to the users authorized to the use of the Service (hereinafter "Users"), the possibility of receiving and/or transferring - via the Internet - data and information related to banking relationships for which the User already has the necessary powers of disposition/administration on the basis of valid warrants granted by the holders of such banking relationships via the Bank's application forms (hereinafter "Banking Relationships"). The Service's features and contents are described in the specific Annex to the present Condition of Use.

### 2. Authentication

2.1 The Identification of Service Users by the Bank at the time of access to the Service is not based on signature verification or an ID card but on valid electronic devices (ID codes and keys, passwords etc., hereinafter "Access codes") provided by the Bank.

2.2 **The Bank is expressly authorized to consider duly entitled to access and use the Service, whosoever at the time of use has identified themselves by means of such Access codes, observing the formalities prescribed by the Service itself (self-authentication).** The Bank is fully released from any further duty of control regarding the actual entitlement to access and use the Service and the data and information concerning the Banking Relationships. The Bank is authorized to grant such users access to the Service and to provide them with whatever information the User is entitled to access.

2.3 The Bank does, however, reserve the right at any time and without giving its reasons to refuse access to its Services via an Access code and to require the User to authenticate himself/herself in another way.

2.4 Where the Bank deems it necessary, particularly for reasons of security, it is also entitled to amend and/or replace the Access codes at any time and without prior notice. In that case, the Bank shall promptly notify the amended and/or replacement Access codes and shall send them to the User promptly in the manner it deems most appropriate.

### 3. Connection to the Service

3.1 Access to the Service, its use and any communication between the User electronic data processing system (via hardware and software, hereinafter the "EDP System") and the Service, shall take place over public telecommunications networks (the Internet) not equipped with special protection.

3.2 **Access to the Service and use of the public network are exclusively a matter for the User, who assumes full responsibility and risks, in particular for any consequences arising from interception by third parties.**

3.3 The Bank does not obtain, arrange to provide or guarantee the connection to the Service via public networks, nor through any Internet provider.

### 4. User's Duty of Care

4.1 The User is obliged to keep the information and data obtained via the Service as well as the Access codes secret, to keep them in an absolutely safe place, and protect them from any form of abuse, in particular by unauthorized third parties.

The User shall ensure that any co-workers (in accordance with § 4.3 below) authorized by him/her to use the Service and/or any authorized representatives, shall scrupulously exercise this duty of care and strictly observe any other obligation imposed on the User by these conditions of use, by the Service subscription form and by the Annex..

4.2 It is forbidden to write down and/or record the Access codes on media of any kind and/or make them available, in any form, to unauthorized third parties.

4.3 Any provision of Access codes by the User to any co-workers - in any case bound by valid contract of employment under Article 319 et seq. of the CO and subject to the same obligations as the User - and/or any authorized representatives shall be at the sole risk and responsibility of the User, who is responsible and shall ensure, in particular, that the co-workers and/or any authorized representatives possess the skills and knowledge, particularly at a financial and technical level, required to make proper and conscientious use of the Service.

4.4 The User further undertakes to take all security measures needed to protect workstations, and in particular the electronic data processing system (EDP system and any data stored on that system) used to access the Service from tampering, improper use and interception (for example by adopting updated versions of firewall and antivirus software, adware- and spyware-removers, etc.).

4.5 The User shall accept and bear in full, without exception, all risks and consequences arising from any disclosure and/or provision to third parties of the Access codes and/or any other information in relation to the identification procedure for accessing the Service.

4.6 It is the User's responsibility to ensure that any other users authorized by him to access the Service strictly enforce such obligations and prohibitions. The User is entirely responsible for any consequences resulting directly and/or indirectly from a failure to observe these duties of care, even by co-workers authorized by him and/or any authorized representatives.

4.7 If it is suspected that unauthorized third parties have come to know the codes, the User shall immediately notify the Bank requesting access to the Service be blocked, pending replacement of the codes.

This obligation applies, particularly, in the following cases:

- suspicion of improper use of Access codes by unauthorized third parties;
- loss or theft, even of only part of the Access codes.

### 5. Request to block access

5.1 At the User's explicit request, the Bank will take steps to block access to the Service. Blocking requests may only be made during Bank working hours and in writing, by post. Any blocking request made over the telephone must subsequently be confirmed promptly in writing, and sent by post.

5.2 Any risks arising from use of the Service, prior to effective implementation of blocking by the Bank within usual business timeframes, are to be borne entirely by the User.

5.3 Blocking may subsequently be reversed only at the written request of the User to this regard, notified to the Bank by post.

## 6. Information and Data

6.1 The type, the nature and the frequency of updates of information and data made available through the Service are agreed between the Bank and the User by separate agreement. Updates, as a rule, will take place only on working days for banks in the Ticino financial centre.

6.2 In no event may information and data made available through the Service be sold and/or made available to third parties unauthorized to use the service, as set out in these conditions of use. The User shall assume, without exception, all risks and consequences arising from any breach of this obligation.

6.3 Unless stated otherwise by the Bank, all data and information relating to Banking Relationships, accessible through the Service, are purely indicative and shall in no way be considered binding on the Bank itself. The same obligation holds for stock prices, exchange rates and other similar products which may be made available through this service.

**6.4 The Bank has made all reasonable efforts and taken all appropriate measures to ensure the reliability, accuracy, integrity, completeness and timeliness of data and information made available through the Service. Nevertheless, the Bank offers no guarantee in this regard.**

6.5 The provision, the access via the Service and the use of such data and information does not involve any obligation or liability of any kind for the Bank and may not be used to support any claim made against the Bank by the User, holders of Banking Relationships or third parties.

6.6 The User undertakes to immediately notify the Bank of each and every imperfection, error or incompleteness in the data and information provided, as well as of any problems encountered in the system.

6.7 The Service does not replace nor modify the routine correspondence between the Bank and the User, accordingly to the General Conditions signed by the User .

## 7. Service Availability, blocking, amendment and deletion

7.1 Subject to the provisions set out in these conditions of use and in the specific documentation sent to the User separately, particularly with respect to the type, nature and frequency of updating data and information, the service is usually available 24 hours a day, including public holidays. However, the Bank cannot guarantee unlimited access to the Service, nor continuous and uninterrupted use.

7.2 The Bank reserves the right to restrict, block, suspend, amend and/or cease provision of the Service - in whole or in part, at any time and with immediate effect and without notice, in this case with prompt subsequent notice. This may occur in particular for legal or security or technical reasons (e.g. in order to implement updates or carry out maintenance) and also whenever the Bank, at its sole discretion, deems it necessary to preserve their interests and/or that of its customers in general.

## 8. Assistance

8.1 Should the User, or his co-workers duly authorized to the use of the Service, require any assistance, requests must be sent to the Bank in writing, by email or notified by telephone to the appropriate contacts disclosed separately by the Bank, during the normal working hours of the Bank (Mondays-Fridays, 9 a.m.-5 p.m., on working days for banks in Canton Ticino). Any requests for assistance made to the Bank via e-mail must come from the User's email address indicated in the application form.

8.2 The Bank will define the method for providing assistance, taking particular account of the availability of its human, technical and logistical/organizational resources.

## 9. Risks and exclusion of liability

9.1 Without prejudice to the limits imposed by compulsory provisions of law in cases of proven wilful misconduct or gross negligence directly attributable to the Bank, **the Bank waives all liability for any damages suffered by the User and/or holders of Banking Relationships and/or third parties in connection with access to the Bank's system, the Service, and the use or misuse thereof and/or of the data and information obtained via the Service.**

9.2 Similarly, the Bank shall not be liable for any damages arising from transmission errors, technical flaws, disturbances or overloads, breakdowns, interruptions or interceptions work on telecommunications infrastructures, or on the Bank's and/or the User's EDP systems, regardless of whether such activity may be considered illicit or not, tampering, shut-down of telecommunications systems and networks, or following other service outages attributable to the operators of such systems and networks.

9.3 The Bank shall also be completely free from liability, in general, for any damage caused to the User and/or holders of Banking Relationships or third parties, arising from the use - or misuse - of the User Access codes, or use of public telecommunications networks for communications between the User's EDP system and the Bank's system, in particular the Service.

9.4 In the event of defects or failure of the software with which the User accesses the Internet and the Service and/or to obtain and/or process the data and information made available via this Service, the User must immediately discontinue use.

**9.5 The Bank assumes no liability for any incompleteness, inaccuracy, untimeliness, failure to update and/or make use of the information and data made available through the Service or for any incompatibility of form and/or format of the information and data made available through the Service, with the User's EDP system.**

9.6 The Bank shall not be held liable for any damage suffered by the User, by holders of Banking Relationships and/or by third parties in connection with the blocking, suspension, amendment, or total or partial deletion of one or more components or features of the Service, or of the entire Service itself.

## 10. Legal restrictions for Foreign Countries

The User acknowledges that the use of the Service from abroad could, under certain circumstances, be against local laws. The User is therefore required to obtain information on this issue in advance. The Bank shall not be held liable in this connection.

## 11. Amendments to the conditions of use of the Service

11.1 The Bank reserves the right to amend and/or delete, in whole or in part, these Conditions, the associated application form, the Annex and the content of all documents providing information about the Service and the corresponding subscription fees at any time.

11.2 The User shall be given written notice of any amendments via circular letter or in another manner deemed appropriate. Such amendments shall be considered accepted unless disputed in writing within 30 (thirty) days of notice.

11.3 Regardless of the circumstances, amendments shall be considered approved upon the first access to or use of the Service subsequent to notice from the Bank.

**12. Legal reservation**

Any compulsory provisions of law that regulate access to and use of telecommunications infrastructures and networks are reserved.

**13. Banking secrecy**

13.1 Communication between the User's and the Bank's systems in connection with the Service takes place via public communications networks not protected by particular measures.

13.2 Furthermore, it is impossible to exclude the transit of data packages through lines and nodes lying outside the borders of Switzerland, even if both sender and recipient reside in Switzerland.

13.3 The User acknowledges and agrees to inform immediately the respective holders of Banking Relationships of the risks attached to using Access codes and public telecommunications networks for the transmission of the data and information made available via the Service, and of the fact that access to such data and information by unauthorized third parties cannot be excluded.

13.4 The User shall be solely liable for the security of the data and information obtained through the Service and kept or stored on the User's data media and/or processed by the User's EDP system.

**14. Termination**

The Service may be terminated by the User and/or the Bank at any time by advance written notice of one month. However, the Bank may terminate the contract for serious reasons at any time and without any advance notice period.

**15. Subscription Charges**

Subscription to and use of the Service may be subject to payment of appropriate fees. The amount of the fee is set by the Bank and notified to the User in the proper manner. The bank charges this fee to the User according to separate agreement.

**16. Other provisions**

These Service Conditions of Use complete and are additional to the other provisions that regulate the User's relationship - and that of the respective holders of Banking Relationships - with the Bank (Terms and conditions, deposit agreements, management mandates, etc.).

**17. Governing law and competent forum**

17.1 These Conditions of use of the Service are subject to the laws of Switzerland, excluding international private law.

17.2 The Court of Lugano shall have exclusive jurisdiction to settle any judicial proceedings concerning disputes arising between the parties in connection with the execution, performance and construal of these Conditions.

However, the Bank reserves the right to institute suits before the court of jurisdiction in the place of domicile of the User and/or the party to the Banking Relationships and before any other competent court. The Bank also reserves the right to have recourse to judicial fora where compulsory under the laws of Switzerland.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Full Name - Company Name - Signature

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Full Name - Company Name - Signature

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Full Name - Company Name - Signature

**Annex to the Conditions of use of the Cornèr Data Feed service of Cornèr Banca SA agreed between:**

Cornèr Banca SA – Lugano (Banca) and \_\_\_\_\_ (User)

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**Information and data requested**

Description

Files format:  swift  ams  pdf  other: \_\_\_\_\_

Frequency of update:  daily  weekly  monthly  other: \_\_\_\_\_

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**Information for the activation**

Transfer mode: \_\_\_\_\_

User's IP address: \_\_\_\_\_

Security requirements: \_\_\_\_\_

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**Contacts**

Contact person at the User's: \_\_\_\_\_

Full Name

\_\_\_\_\_

Email address

\_\_\_\_\_

Phone

User's technical support: \_\_\_\_\_

Company

\_\_\_\_\_

Full Name

\_\_\_\_\_

Email address

\_\_\_\_\_

Phone

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**Comments**

\_\_\_\_\_

Place and date

\_\_\_\_\_

Signature