

**e-banking/e-banking^{plus} - VP Bank (Schweiz) AG
Supplementary Agreement on the Electronic
delivery of Bank Documents «e-Post»**



For the sake of simplicity the masculine form is used throughout this document, but should be taken to refer to persons of both genders.

The undersigned Client/user¹/participant (Ms/Mr/Company name)

Surname, first name or name of entity/company _____
Tel. no. (direct line)

Correspondence address (address, zip code, place)

e-banking agreement number²

hereby instructs VP Bank (Schweiz) AG (hereinafter: VP Bank) to deliver to him the transaction slips

for all VP Bank clients administered by him (client numbers) who have signed an e-banking agreement

or

for the following VP Bank clients (client numbers³) who have signed an e-banking agreement:

_____ Client number Name
_____ Client number Name
_____ Client number Name
_____ Client number Name
_____ Client number Name

electronically within the e-banking system.

Accordingly, the Client/user/participant agrees to forego delivery of physical transaction slips as per the previous arrangement, but hereby duly notes and agrees that not all VP Bank notifications shall be delivered to him via e-Post.

In addition to the general provisions governing the business relationship between the Client/user/participant and VP Bank (General Terms and Conditions, e-banking General Conditions of Use, securities account provisions etc.), the Conditions of Use for e-Post (Electronic Delivery of Transaction Slips) shall apply and shall form an integral part of this agreement. The Client/user/participant confirms that he has received a copy of the Conditions of Use for e-Post (Electronic Delivery of Transaction Slips) and declares that he accepts the content thereof.

All legal relations with VP Bank shall be governed by Swiss law. The exclusive place of jurisdiction for all proceedings and the place of performance shall be Zurich/CH. VP Bank reserves the right to bring action against the Client/user/participant before any other competent court.

Place, date

.....
Signature of the Client/user¹/participant

¹ Only for e-banking agreements (not for e-banking^{plus}-agreements).
² e-banking agreement no.: the first eight digits of the e-banking user code
³ Client number: the first eight digits of the account number

e-banking/e-banking^{plus} - VP Bank (Schweiz) AG
Conditions of Use for the Electronic
Delivery of Bank Documents «e-Post»



For the sake of simplicity the masculine form is used throughout this document, but should be taken to refer to persons of both genders.

Electronic Delivery of Transaction Slips «e-Post»

1. Delivery of transaction slips

By selecting the «e-Post» authorization, the Client commissions VP Bank (Schweiz) AG, Zurich (hereinafter referred to as VP Bank), with immediate effect to deliver the transaction slips for one or more banking transactions electronically via the VP Bank e-banking service to the Client or, as applicable, to his service users. VP Bank reserves the right to modify the services in question at any time.

2. Place of performance, delivery of bank documents

2.1 The e-banking system shall be deemed the place of performance for the electronic delivery of transaction slips. The Client thus expressly acknowledges that VP Bank shall discharge its obligations, in particular with regard to notification and accountability, by delivering transaction slips electronically via the e-banking system.

2.2 However, VP Bank shall be entitled, at any time and without stating reasons, to deliver transaction slips solely or additionally in hard copy by normal post or in accordance with a retained correspondence agreement.

2.3 The electronic transaction slips shall be duly delivered on the day on which they are made available within the e-banking system. All associated time limits (e.g. notably the time limit for complaints) begin to run upon delivery of each transaction slip.

3. Complaints

3.1 If the Client or service user has any complaint regarding an electronic transaction slip, he undertakes to raise it immediately and in any event within 30 days of its delivery, failing which the electronic transaction slip in question shall be deemed approved without further ado. Such express or implicit approval shall include approval and confirmation of all positions contained therein and of any provisos by VP Bank. Where the electronic transaction slip shows a debit balance in favor of VP Bank, the Client shall be deemed to recognize it as a debt to VP Bank even if the account relationship is continued.

3.2 If an expected electronic transaction slip is not delivered, the complaint must be made under the same terms as apply to complaints regarding transaction slips delivered electronically to the Client in the normal course of business. If the complaint is late, the Client shall bear all damage.

4. Filing and safekeeping of transaction slips

Within the limits laid down by the applicable legislation the Client himself is responsible in particular for the content, filing and safekeeping of electronic transaction slips. The Client duly notes that each electronic transaction slip shall remain available within the e-banking system for at least 180 days after delivery but that it shall no longer be available in electronic form once that period expires. A charge shall be made for any transaction slips ordered after this 180-day period. If the e-banking agreement is terminated, the aforementioned period does not apply.

5. Deactivation

The Client may at any time commission VP Bank to revert to delivery of transaction slips for one or more banking transactions to him or his service user in hard copy. In this case, VP Bank shall revert to transaction slip delivery in hard copy within a reasonable period. The Client duly notes that the electronic transaction slips already made available to the Client by VP Bank are deemed to have been delivered.

6. Terms and conditions, prices

An additional charge shall be made for additional transaction slips ordered in hard copy or within the e-banking system. The charges for such services provided by VP Bank shall be based on the current price list. The Client will be informed via an appropriate channel of any adjustments to these charges.

7. Scope of application

These Conditions of Use for e-Post supplement and/or modify the VP Bank e-banking General Conditions of Use and the other agreements and business conditions in force between the Client and VP Bank (e.g. the General Terms and Conditions).

August 2009

The Client hereby confirms that he has received and accepts these Conditions of Use.

Place, date

.....
Client's signature