

Instructions given by telephone and/or by fax and/or by electronic mail (e-mail)

Customer number and Name/First name _____

1. I/We request you to note that, in the course of our business dealings, I/we might have occasion, in order to save time, to give you instructions or receive data by telephone, fax or electronic mail (e-mail) and in this event, I/we would be grateful if you would execute these instructions immediately, whether regarding transfers or payments for collection, whatever the circumstances, without necessarily waiting to receive a confirmation of any kind, including in written form, which, in most cases, will not even be provided.
2. **In advance, I/we accept and release the Bank of responsibility for all risks, particularly those resulting from an undetected transmission error, misunderstanding, hacking or fraud arising from this instruction method. Moreover, I/we approve in advance all transactions, whether transfers or payments for collection, issuance or renewal of guarantees or credits of any nature in favour of the client(s) or third parties (e.g. bank guarantees, etc.), commitment of assets of whatever nature (especially pledges) carried out on the basis of instructions given by telephone, by fax or by e-mail and I/we acknowledge that all payments debited from my/our account on that basis are justified. I/we agree to bear all the consequences of the use of such forms of communication and accept that I/we cannot hold the Bank liable.**
3. Regardless of the form of communication authorised above, I/we declare that your Bank may, without being obliged to do so, contact, by any means it sees fit, the person giving the instructions and request of them specific information in order to establish with greater certainty their identity and the authenticity of the data received by the Bank. I/We undertake to bear alone any risk of misuse of my/our name and/or account number and the risk of my/our instructions not being executed failing such confirmation of identity.
4. I/We am/are fully aware that, in general, **communication by e-mail involves considerable risks and provides no guarantee of confidentiality, delivery, authenticity or integrity.** I/We also note that the name stated as the sender in an e-mail, provides no assurance like the signature on a physical letter. Lastly, I/we note that the information on the sender and recipient of an e-mail, regardless of the content of the message, could allow third parties to draw conclusions as to the existence and frequency of business relations between the Bank and its client. Insofar as I/we nevertheless wish to use this means of communication with the Bank, I/we release the Bank of any responsibility that could derive from it. Messages and documents sent by e-mail, including copies and/or attachments, regardless in what form, are covered by this release. As regards, more specifically, messages received by the Bank, it may, yet will not be obliged to, merely check that the person stated as the author of the message is indeed listed as those authorised and that the sender's e-mail address is the same as that previously and separately supplied to the Bank for this purpose. Furthermore, if a document received by the Bank by e-mail seems to be a reproduction of a physical document signed by me/us (or by one or several of my/our representatives), the said document falls in the same category as a fax and must be treated as such by the Bank, rather than as a regular e-mail. In cases where a collective signature is normally required, the Bank reserves the right, without ever being obliged, to refuse to take into account instructions received by e-mail. Lastly, the Bank cannot be held liable for a failure to deal with or delay in dealing with my/our e-mail messages, caused by, for example, technical protective measures implemented by the Bank (such as virus detectors, spam filters or firewalls, etc.) and/or other verification measures it may have undertaken.
5. In general, the Bank reserves the right to refuse to recognise any communication that has not been sent to one of its official addresses (whether electronic or not). Moreover, I/we are fully aware and accept that messages sent to the Bank in the forms authorised by the present document can only be processed **during working hours on Bank business days.** The Bank therefore denies any liability for damages and loss, whether direct or indirect, that I/we may incur because my/our instructions are not executed immediately.
6. I/We take note that **telephone calls** to certain departments in your Bank, **may be recorded**, for security and operational control purposes.
7. These terms are, of course, also valid for all my/our successors, whatever their capacity, and for any proxies I/we may have appointed and I/we may appoint in the future.
8. I/We furthermore declare that the present instructions retain their validity until written revocation and that, in accordance with Article 35 of the Code of Obligations, they shall remain valid even in the event of death, declaration of absence, loss of civil rights, bankruptcy or dissolution.
9. **Furthermore, the General Conditions of the Bank are applicable, particularly regarding the applicable law, the jurisdiction, the venue for legal proceedings and the election of such venue.**
10. In the full knowledge of the risks inherent to each method of communication, **I/we accept the provisions set out in this document.**

Place and date

Signature(s)
