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Overview of the Material Changes to the General Terms and Conditions from Version 2022 to Version 2026

This overview is structured in accordance with the numbering of the GTC Version 2026.

Article	Version 2022	Version 2026
4 paras. 1 and 2 (Versions 2022 and 2026) **Instructions and Notifications**	(1) The customer shall immediately notify the Bank in writing on all facts relevant for the business relationship, namely changes of the name and address.	(1) The customer shall immediately notify the Bank in writing on all facts relevant for the business relationship, namely changes of the name and address. **If the Bank considers this necessary, it will be entitled - but in no way obligated - to obtain this information directly from the persons involved or have the information confirmed by these and to disclose the business relationship vis-à-vis these persons.**
	(2) All notifications from the Bank may, at the sole discretion of the Bank, be sent by email, post or any other mode of communication the Bank deems appropriate. The customer shall bear all risk of delay, loss or falsification of the notifications sent to him. Risk associated with the use of various delivery and transmission methods include, without limitation, failure to deliver (loss of correspondence), incomplete transmission, connection errors, interception or modification or any other improper use by unauthorized third parties.	(2) All notifications from the Bank may, at the sole discretion of the Bank, be sent by email, post, or any other mode of communication the Bank deems appropriate. **Such channels of communication apply in addition to the correspondence instructions generally agreed with the Bank for proper delivery.** The customer shall bear all risk of delay, loss or falsification of the notifications sent to him. Risks associated with the use of various delivery and transmission methods include, without limitation, failure to deliver (loss of correspondence), incomplete transmission, connection errors, interception or modification or any other improper use by unauthorized third parties. **The Client shall release the Bank from any liability for damage due to the use of electronic means of communication of all kinds to the extent legally permissible.**

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7 paras. 2 and 3 (Versions 2022 and 2026) **Account maintenance and transactions**	(2) Payments in respect of the agreed or usual interest, fees, expenses and taxes shall be credited or debited monthly, quarterly, semi-annually or annually, in the sole discretion of the Bank. The Bank reserves the right to adjust its interest rates and fees at any time, notably in the light of changed conditions on the money market, and to inform the customer of such action by circular letter or by other appropriate means. Interest and fees are understood as net amounts for the Bank. Taxes, costs and expenses will be charged to the customer separately. (3) Statements of account shall be objected to within ten days as from the date of the statement.	(2) Payments in respect of the agreed or usual interest, fees, expenses and taxes shall be credited or debited monthly, quarterly, semi-annually or annually, in the sole discretion of the Bank. The Bank reserves the right to adjust its interest rates and fees at any time **unilaterally**, notably in the light of changed conditions on the money market, and to inform the customer of such action by circular letter or by other appropriate means. Interest and fees are understood as net amounts for the Bank. Taxes, costs and expenses will be charged to the customer separately. (3) Statements of account shall be objected to within ten days as from the date of the statement. **The Bank shall provide the customer with at least one account statement per calendar year. Unless otherwise agreed, such statements shall be provided electronically, in particular by making them available in the Bank's e-banking or in TXB Digital. In such case, the statement shall be deemed delivered on the date on which it is made available.**
8 paras. 1 to 6 (Version 2026) **Application of Payments**		**(1) Unless otherwise agreed in writing or unless the purpose of a payment is evident from the circumstances, payments, credits or incoming funds shall be applied to the respective account, credit facility or obligation for which they are intended.** **(2) Within a specific account, credit facility or other obligation, the Bank shall be entitled to apply such amounts in the following order: first to costs, expenses, taxes, duties and other charges; second to fees and commissions; third to default interest; fourth to ordinary interest; and finally, to principal.** **(3) If the purpose of a payment is not clearly identifiable, or if several amounts are due under the same account or credit facility, the Bank**

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		may determine the allocation at its sole discretion. (4) In case of default, or where the customer is in arrears under several obligations towards the Bank, the Bank shall be entitled to deviate from the above order and to apply payments at its sole discretion, in particular across different accounts, credit facilities or other obligations. (5) The Bank may convert amounts received in one currency into another currency at the exchange rate applied by the Bank at the time of conversion if this is necessary for the application of such amounts. Any costs, expenses and exchange rate risks shall be borne by the customer. (6) The acceptance or application of partial payments shall not constitute a waiver of any rights of the Bank.
9 paras. 1 to 7 (Version 2026) **E-Banking and electronic services**		(1) The Bank may provide the customer with access to electronic services, such as e-banking, enabling the viewing of accounts, retrieval of documents, transmission of instructions (including payment orders), and other related functionalities. The scope, functionality and technical requirements of E Banking are defined in separate regulations and may be amended by the Bank at any time. (2) Access to e-banking requires authentication elements such as usernames, passwords, and 2nd factor authentication. The customer shall: • keep all authentication elements strictly confidential. • adequately protect access devices (computers, mobile phones, tablets) and keep their software up to date. • ensure that no unauthorized person can access e-banking. • immediately notify the Bank if authentication elements or devices are lost, compromised, or misused.

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		(3) All instructions transmitted via e-banking using valid authentication elements shall be deemed to have been given by the customer and shall be binding on the customer. The Bank may execute such instructions without further verification. **(4) The customer acknowledges that e-banking involves the use of third-party networks and providers (including internet service providers, mobile network operators and software providers) which are outside the Bank's control. Risks include, in particular, delays, interruptions, transmission errors, unauthorized access and manipulation. The customer bears all damages resulting from such risks, except where caused by gross negligence or willful misconduct of the Bank.** **(5) The Bank does not guarantee continuous availability of e-banking and may suspend or restrict access at any time, particularly for maintenance, security or compliance reasons.** **(6) The Bank may send notifications or security information to the customer via email, SMS, push messages or other electronic channels to the contact details indicated by the customer. Such channels are generally not encrypted. The customer assumes all related risks.** **(7) The Bank may record and store e-banking activity logs and electronic communications with the customer. Such records may serve as evidence.**
10 para. 1 (Version 2026) 8 para. 1 (Version 2022)	(1) Assets of the Bank corresponding to balances in foreign currency in favor of the customer shall be held with correspondent banks inside or outside the relevant currency area in the name of the Bank. The customer shall proportionally bear all economic and legal risks affecting the overall balance of the bank in the land of the currency or	(1) Assets of the Bank corresponding to balances in foreign currency in favor of the customer shall be held with correspondent banks inside or outside the relevant currency area in the name of the Bank. The customer shall proportionally bear all economic and legal risks affecting the overall balance of the bank in the land of the currency or of the deposit as a consequence of

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Foreign currency accounts	of the deposit as a consequence of official restrictions.	official restrictions. **The Client shall in particular bear the risk of statutory or administrative regulations or restrictions, other political events and any taxes or charges imposed in the relevant countries.**
11 para. 1 (Version 2026) 9 para. 1 (Version 2022) **Credits of moneys in foreign currencies**	(1) Moneys received in a foreign currency for which there is no account held with the Bank may be credited by the Bank to an existing account or kept in the original currency. The Bank may at its sole discretion open additional accounts in the name of the customer to credit foreign monies received.	(1) Moneys received in a foreign currency for which there is no account held with the Bank may be credited by the Bank to an existing account or kept in the original currency. **Any settlements shall be carried out at the exchange rate applicable on the date on which the amount is credited or debited to the Bank.** The Bank may at its sole discretion open additional accounts in the name of the customer to credit foreign monies received.
12 para. 2 (Version 2026) 10 (Version 2022) **Deposits and interest**	(1) The Bank pays interest on the positive account balances in its sole discretion.	(1) The Bank pays interest on the positive account balances in its sole discretion. **(2) The Bank reserves the right to charge negative interest at any time unilaterally in response to changes in circumstances (particularly changed money market circumstances).**
17 para. 2 (Version 2026) 15 (Version 2022) **Termination of business relationship**	The Bank reserves the right, at any time and at its sole discretion, to terminate the business relationship with the customer, with immediate effect or as per any date determined by the Bank, in full or in any specific part, and in particular to cancel credit facilities granted or promised, whereby eventual claims become due for repayment immediately, unless otherwise agreed.	(1) The Bank reserves the right, at any time and at its sole discretion, to terminate the business relationship with the customer, with immediate effect or as per any date determined by the Bank, in full or in any specific part, and in particular to cancel credit facilities granted or promised, whereby eventual claims become due for repayment immediately, unless otherwise agreed. **(2) Until the Bank's claims are fully repaid, the termination of the business relationship will not imply that the obligation to pay contractually agreed interest and costs, fees or customary default interest has been abrogated.**

Article	Version 2022	Version 2026
19 paras. 3 to 4 (Version 2026) 17 paras. 3 to 4 (Version 2022) **Compliance, disclosure and reporting obligations**	(3) Specifically, and without limitation, the Bank is not obliged to execute or process any payments or transactions that are likely to infringe any applicable laws, regulatory provisions, official orders (including embargo and anti-money laundering rules), or that in some other way do not comply with the Bank's internal or external rules of conduct. (4) The customer acknowledges and agrees that the Bank may be obliged to disclose or report certain personal information, including but not limited to the identities, registered names, addresses/registered offices/Legal Entity Identifier (LEI) and dates of birth/incorporation, of the customer and/or any direct or indirect holders, beneficial owners or controlling persons and/or any other persons involved in the banking relationship.	(3) Specifically, and without limitation, the Bank **shall determine, in its sole discretion, whether any payment or transaction is** likely to infringe any applicable laws, regulatory provisions, **or** official orders (including embargo and anti-money laundering rules), **or otherwise fails to** comply with the Bank's internal or external rules of conduct, and the Bank is not obliged to execute or process any such payment or transaction. (4) The customer acknowledges and agrees that the Bank may be obliged to disclose or report **certain information**, including but not limited to the identities, registered names, addresses/registered offices/Legal Entity Identifier (LEI) and dates of birth/incorporation, of the customer and/or any direct or indirect holders, beneficial owners or controlling persons and/or any other persons involved in the banking relationship.
20 paras. 1 to 4 (Version 2026) **Use of artificial intelligence (AI)**		**(1) The Bank may use applications based on artificial intelligence ("AI") in its business processes, in particular for data analysis, document processing, risk management, monitoring, operational support and customer communication.** **(2) The Bank shall use AI in accordance with applicable Swiss and - where applicable - foreign laws and regulations, in particular the requirements of the Swiss Financial Market Supervisory Authority FINMA regarding governance and risk management when using AI, and shall take appropriate measures to ensure the robustness, security and monitoring of AI applications.** **(3) AI applications may process data relating to the customer and to persons involved in the banking**

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		relationship (including personal data and transaction data). Article 18 (Compliance, disclosure and reporting obligations), Article 20 (Outsourcing and use of cloud services) and Article 21 (Banking secrecy and other confidentiality provisions) shall apply accordingly. (4) The customer acknowledges that the use of AI may entail specific risks, in particular model errors, data quality issues, lack of explainability, erroneous pattern recognition or biased results. The Bank shall implement appropriate controls to mitigate such risks.
21 paras. 1 to 4 (Version 2026) 18 (Version 2022) **Use of third-party providers, outsourcing and cloud services**	The Bank may at its sole discretion outsource specific services to other providers in Switzerland or abroad, always in compliance with the outsourcing regulations of the Swiss Financial Market Supervisory Authority FINMA. The outsourcing may require the transfer of data to a related party or to a third-party service provider. All service providers are required to comply with respective confidentiality obligations. With regard to service providers located abroad, and subject to the Bank informing the customer otherwise, the Bank only passes on data that does not refer to the identity of the customer.	(1) The Bank may at its sole discretion outsource specific services and functions to third parties and/or use third-party providers in Switzerland or abroad, in particular in the areas of information technology (including cloud services), payment and securities processing, back office and middle office activities, risk management, compliance, legal, communication, archiving, research and analysis, data processing and storage, as well as other functions. (2) The Bank shall comply with the applicable outsourcing regulations of the Swiss Financial Market Supervisory Authority FINMA and shall select, instruct and monitor the service providers with due care. Outsourcing and the use of third-party providers does not relieve the Bank of its responsibilities towards the customer. (3) In connection with such outsourcing and/or the use of third-party providers, data which may also be subject to banking secrecy and/or data protection (including personal data and transaction data) may be transferred to and processed by service providers in Switzerland and abroad. All service providers are contractually required to comply with confidentiality

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		obligations in a manner that, in the Bank's assessment, is adequate and customary in the industry. (4) Where service providers are located abroad, the customer acknowledges that data may be transferred to jurisdictions which may not provide for an equivalent level of data protection and banking secrecy as Switzerland and that foreign laws may allow foreign authorities access and other parties to access such data. The Bank will, where required, take appropriate contractual or other safeguards (such as standard contractual clauses) to protect the data. Service providers may, in turn, engage other third parties (sub-contractors), including group companies, provided that such parties are subject to at least equivalent confidentiality and data protection obligations. To the extent necessary for such outsourcing and the use of third-party providers and cloud services, the customer authorizes the Bank to disclose and transfer data relating to the customer and to the banking relationship to the relevant service providers in Switzerland and abroad and to permit such service providers to process this data, in each case in accordance also with applicable foreign law. The customer confirms that it is authorized to grant, and hereby grants, this consent also on behalf of any direct or indirect holders, beneficial owners or controlling persons of assets or other persons involved in the banking relationship. Subject to the foregoing limitations, banking secrecy and statutory data protection obligations otherwise remain applicable, and the Bank remains responsible for ensuring an adequate level of protection.

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Article	Version 2022	Version 2026
22 paras. 3 to 10 (Version 2026) 19 paras. 3 to 9 (Version 2022) **Banking secrecy, other confidentiality, and data protection provisions**	(3) Insofar as this may be reasonably necessary to safeguard the legitimate interests of the Bank in Switzerland or abroad, specifically: • in connection with any judicial, administrative or other proceedings (even where the Bank is a third party) as well as contractual or other claims initiated by the customer or any third party against the Bank; • to enable the Bank or, as the case may be, any related entity or third party involved, to secure or collect and enforce any claims of the Bank and to enable it to make use of or to realize any security or other collateral of the customer or any third parties (insofar as the security or collateral of third parties was provided with respect to claims against the customer); • when collecting receivables belonging to the Bank from the customer, in relation to attachments or relating to claims against the customer or the Bank aiming at deposited assets; or • in case of any accusations against the Bank in public or to authorities. The customer acknowledges and agrees that these examples are non-exhaustive and that safeguarding the legitimate interests of the Bank may be reasonably necessary in other situations or circumstances not explicitly mentioned herein. (4) For transactions and services that the Bank provides for the customer, in particular if they present a foreign connection, e.g.: • to execute any orders of the customer in Switzerland or abroad (such as for processing any payment); • to perform any administrative activities in Switzerland or abroad in connection with assets deposited with the Bank (in particular, but not limited to,	(3) Insofar as this may be reasonably necessary to safeguard the legitimate interests of the Bank in Switzerland or abroad, specifically: • in connection with any judicial, administrative or other proceedings (even **in case of affirmative action or** where the Bank is a third party) as well as contractual or other claims initiated by the customer or any third party against the Bank; • to enable the Bank or, as the case may be, any related entity or third party involved, to secure or collect and enforce any claims of the Bank and to enable it to make use of or to realize any security or other collateral of the customer or any third parties (insofar as the security or collateral of third parties was provided with respect to claims against the customer); • when collecting receivables belonging to the Bank from the customer, in relation to attachments or relating to claims against the customer or the Bank aiming at deposited assets; **and** • in case of any accusations against the Bank in public or to authorities. The customer acknowledges and agrees that these examples are non-exhaustive and that safeguarding the legitimate interests of the Bank may be reasonably necessary in other situations or circumstances not explicitly mentioned herein. (4) For transactions and services that the Bank provides for the customer, in particular if they **have a direct or indirect** foreign connection, e.g.: • to execute any orders of the customer in Switzerland or abroad (such as for processing any payment, **which may, e.g., require foreign clearing**); • **in relation to any customer information and documentation provided to correspondent banks (including**

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	obligations of the Bank in connection with international automatic exchange of information); • to obtain any legal advice or opinions sought by the Bank from external lawyers in Switzerland or abroad related to a credit facility or any collateral provided therefor by the customer or a third party as well as any other customer transaction; or • to comply with any other applicable disclosure and reporting obligations. The Bank also recommends to the customer to take note of the Swiss Bankers Association information on SWIFT.	**abroad) related to execution of customer orders;** • to perform any administrative, **reporting and compliance** activities in Switzerland or abroad in connection with assets deposited with, **and other services provided by**, the Bank; • to obtain any legal advice or opinions sought by the Bank from external lawyers in Switzerland or abroad related to a credit facility or any collateral provided therefor by the customer or a third party as well as any other customer transaction; or • to comply with any other applicable disclosure and reporting **obligation**. The Bank also recommends to the customer to take note of the Swiss Bankers Association information on SWIFT.
	(5) Insofar as this may be reasonably necessary for the purposes of Article 14 above.	(5) Insofar as this may be reasonably necessary for the purposes of **Article 15 above and as set out in Article 21**.
	(6) For the purpose of exchanging any information between the Bank and its affiliates in Switzerland or abroad to ensure risk management, to comply with legal or regulatory requirements, for compliance-related reasons or for accounting purposes.	(6) For the purpose of exchanging any information between the Bank and its affiliates in Switzerland or abroad to ensure risk management, to comply with legal or regulatory requirements, for compliance-related reasons **and** for accounting purposes.
	(7) For security purposes (e.g. to protect the customer and the Bank from improper or criminal activities) in order for the Bank to report or share any relevant information with competent authorities or third-party service providers in Switzerland or abroad assisting the Bank in such matters.	(7) For security **and safety** purposes (e.g. to protect the customer and the Bank from improper or criminal activities) in order for the Bank to report or share any relevant information with competent authorities or third-party service providers in Switzerland or abroad assisting the Bank in such matters.
	(8) In any event, the rights and duties to disclose or report to which the Bank is subject to under applicable legal and regulatory requirements shall apply. The customer is aware that such rights and duties to	(8) In any event, the rights and duties to disclose or report to which the Bank is subject to under applicable legal and regulatory requirements shall **continue to** apply. The customer is aware that such rights and duties to

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	disclose or report may also arise after the provision of a particular service or the customer's business relationship with the Bank ceased to exist. (9) Any non-disclosure arrangement between the customer and the Bank prior to establishment of a business relationship shall, to the extent non-disclosure obligations of the Bank are concerned, lapse and be substituted with the banking secrecy provisions of the GTC when the first business relationship between the Bank and the customer is established.	disclose or report may also arise after the provision of a particular service or the customer's business relationship with the Bank ceased to exist. (9) Any non-disclosure arrangement between the customer and the Bank prior to establishment of a business relationship shall, to the extent non-disclosure obligations of the Bank are concerned, lapse and be substituted with the banking secrecy provisions of **these** GTC when the first business relationship between the Bank and the customer is established. **(10) The applicable privacy notice is published on the website of the Bank under https://www.tradexbank.ch/legal/legal-documentation as updated from time to time, detailing, among other things, the purposes for which personal data may be processed. Customer confirms that it has made or will make any direct or indirect holders, beneficial owners or controlling persons of assets or other persons involved in the banking relationship aware of it.**
24 para. 1 (Version 2026) 21 para. 1 (Version 2022) **Liability and indemnity**	(1) Without prejudice to other provisions of the GTC limiting the liability of the Bank, the Bank may only be held liable for direct damages (excluding indirect, consequential or punitive damages and lost profit) caused to the customer by the Bank or any of its employees acting with illegal intent or gross negligence, provided that the customer may establish that the Bank violated its duties owed to the customer and failed to exercise the appropriate standard of care and diligence customary in the business.	(1) Without prejudice to other provisions of the GTC limiting the liability of the Bank, the Bank may only be held liable for direct damages (excluding indirect **and/or** consequential **(*meaning indirekter, mittelbarer, weiterer* and *Reflexschaden*)**, or punitive damages and lost profit**s**) caused to the customer by the Bank or any of its employees acting with illegal intent or gross negligence, provided that the customer may establish that the Bank violated its duties owed to the customer and failed to exercise the appropriate standard of care and diligence customary in the business.

Article	Version 2022	Version 2026
26 para. 2 (Version 2026) 23 para. 2 (Version 2022) **Applicable law and jurisdiction**	(1) All claims of the customer to the Bank shall be submitted to the Commercial Court of the Canton of Zurich (*Handelsgericht des Kantons Zürich*), without prejudice to the right of the Bank to initiate an action against the customer in any other competent court in Switzerland or abroad.	**(1) The sole place of jurisdiction for all legal proceedings shall be Zurich, Switzerland. The Bank reserves the right, however, to take legal action against the customer before the authority of their domicile or before any other competent court or debt collection authority in Switzerland or abroad, in which event exclusively Swiss law shall remain applicable.**