



General Terms and Conditions of Business

ISYS Banking Services and Solutions SA (here in after "IBSS")

July 2009

These General Terms and Conditions of Business (here in after "AGB") shall govern the use of the services offered by IBSS to the buyer/purchaser (here in after the "Customer"). The present document contains the terms and conditions that are of general application to most of IBSS services and offerings, and some of the terms within may be not applicable to a specific Customer. The specific services required by a Customer may be subjected to additional terms and conditions jointly undersigned by IBSS and the Customer in specific written agreements.

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1. Object

- 1.1 These AGB set forth the terms and conditions governing the provision of services and products by IBSS to its Customers. The provision of any such service and/or product by IBSS to a Customer shall result in such Customer being bound by these General Terms and Conditions which shall apply to all the relationships with IBSS's Customers, unless expressly agreed to the contrary in writing.
- 1.2 These AGB set forth the terms and conditions governing the outsourcing services provided by IBSS, including but not limited to the purchase, rent, consulting and assistance services for banking solutions and any other service that is offered by IBSS now or in the future. All handbooks, instructions, documents or other publications issued by IBSS shall be subject to these AGB, unless differently agreed by IBSS and the Customer in other specific written agreements.
- 1.3 IBSS reserves the right not to accept an applicant for IBSS services as a Customer. IBSS is not obliged to disclose its reasons for not accepting an applicant.

2. Instructions

- 2.1 IBSS shall prescribe the format, the modalities and the procedures of communication, as well as any authentication procedure or requirement, by which the Customer is bound in submitting its instructions to IBSS. IBSS may amend such formats, modalities, procedures or requirements from time to time.
- 2.2 The Customer shall nominate one person who shall be responsible and one deputy for maintaining liaison with IBSS. IBSS will accept only instructions provided directly by those persons. Any revocation or amendment in the names of those persons should be sent by registered letter to IBSS. Unless such revocation or amendment specifies a later date, such revocation or amendment shall be considered effective on the second business day upon its receipt by IBSS.
- 2.3 IBSS may refuse to execute an incomplete or incorrect instruction.
- 2.4 The Customer shall be liable for any error made in composing or transmitting an instruction to IBSS.
- 2.5 Unless it has been negligent, IBSS will not be liable to the Customer for acting in good faith in relying upon documents or instructions regardless of the medium through which such documents or instructions have been received, which bear signatures, powers of attorney, passwords, codes, or other indicia of authenticity which are later determined not to be genuine. The Customer shall hold IBSS harmless from any loss, claim, liability or expense asserted against or imposed upon IBSS as a result of such action.
- 2.6 IBSS is not obliged to execute an instruction of the Customer if IBSS believes that doing so will or may contravene any law or regulation, any relevant market practice or IBSS's general business practice. If IBSS, in good faith, executes an instruction of the Customer which contravenes a law, regulation or market practice, IBSS shall not be liable to the Customer for doing so. The Customer shall hold IBSS harmless from any loss, claim, liability or expense asserted against or imposed upon IBSS as a result of any such contravention.
- 2.7 IBSS will inform the Customer of the pertinent deadlines for the receipt of instructions for particular processing cycles. These deadlines may be amended by IBSS from time to time. IBSS shall not be obliged to execute (and shall bear no responsibility if it executes) any instruction in a particular processing cycle received after the deadline for such processing cycle.

- 2.8 The Customer shall provide to IBSS all information that IBSS may require for submission to legal, regulatory or market authorities, as and when so required. By providing such information, the Customer shall warrant the completeness and accuracy of such information and shall authorise IBSS to act upon such information in good faith, including, but not limited to, transmitting such information to pertinent authorities, or, providing declarations, affidavits or certificates of ownership in connection with services provided by IBSS. IBSS shall have no obligation to carry out any investigation in respect of such information. The Customer will hold IBSS harmless from any liability resulting from the Customer's failure to provide complete and accurate information. IBSS shall take reasonable measures to ensure that professional secrecy is maintained with regard to the services it provides to the Customer.
- 2.9 The Customer shall at all times exercise due care in ensuring and maintaining the security of the communications media by which it transmits instructions to IBSS or receives reports from IBSS.

3. Offers

- 3.1 Offers of IBSS are without engagement. A contract shall only come into existence on confirmation in writing by IBSS of the Customer's order.
- 3.2 Documents, on which an offer or order confirmation is based, such as illustrations, drawings and indications of dimensions and weights, shall normally be deemed approximate only unless expressly stated as being binding.
- 3.3 Cost estimates, drawings and other offer documents are and shall remain the property of IBSS. IBSS shall have the sole right of exploitation under copyright.

4. Terms of payment

- 4.1 The assistance services for picket activities, the assistance interventions out of the agreed days and working hours, the support for the Client auditing activities and every other service and activity which is not expressly foreseen in the contracts, SLAs or in any other agreement between IBSS and the Client, will be subject to invoicing. As concerns invoicing, the prices defined with the Client or, in the absence of prices, the IBSS standard prices will be applied.
- 4.2 All fixed prices, contained in the IBSS Price List or in any specific agreement, are net of any travelling and any shipment cost, unless differently agreed in writing. Any tax, Value Added Tax (VAT), or similar shall be in addition to the fixed prices.
- 4.3 If a payment is not made within 30 (thirty) days IBSS is entitled to suspend any work in progress.
- 4.4 Beginning from the 31st (thirty first) day from the date of receipt of the unsettled invoice, the amount due shall be subject to interest at LIBOR, but at a minimum of 2 (two) percent per annum without prior service of formal notice being required.
- 4.5 In the event of any unforeseen changes to customs, import or export duties, IBSS shall have the right to adjust the price accordingly.

5. Delivery period, delay and impossibility of delivery

- 5.1 Delivery times or periods are rated to the best of IBSS's knowledge and shall be extended accordingly in the event that the Customer should delay in providing or fail to provide any necessary or agreed assistance. The same shall also apply in the event of any circumstances arising in connection with industrial disputes, in particular strikes or lockouts, or in the event of occurrence of any unforeseen obstacles which are beyond the control of IBSS, i.e. delays in delivery by any of IBSS's suppliers, transport or

business disruptions, shortage of materials or energy etc., despite the fact of IBSS has taken all reasonable precautions for the occurrence of such obstacles. Modifications to the products which are made on the Customer's request shall also result in a reasonable extension of the delivery period.

- 5.2 The Customer may only claim damages for delay and compensation for non-performance where IBSS is guilty of willful intent or gross negligence. In the case of ordinary negligence, IBSS liability shall be limited to the foreseeable loss or damage; the maximum amount of liability in this case shall be limited by the order value, and in all cases to not more than what foreseen in chapter 8 Liabilities.

6. Reservation of Title

- 6.1 IBSS reserves title to the delivered goods until such time as payment has been effected in full. The reservation of title shall also apply until such time as all claims, including future and conditional ones, arising from the business relationship between the Customer and IBSS have been fulfilled.
- 6.2 Where reserved goods are combined or mixed with goods of the Customer, IBSS shall acquire co-title in the same proportion as that between the invoice value of the reserved goods and the value of the other goods with which they are combined or mixed.
- 6.3 In the case of any delay in payment, including also in respect of future deliveries or services, or in the case of financial collapse of the Customer, IBSS shall have the right, without prejudice to any other rights it may have, to assert its reservation of title and to recover the reserved goods, including the right to enter the Customer's premises to do so.
- 6.4 Assertion of its reservation of title or seizure of delivered goods by IBSS shall not be deemed rescission of the contract by IBSS.

7. Confidentiality

- 7.1 IBSS undertakes to maintain the strictest confidentiality in respect of all information and documents that may be brought to its attention as well as in respect of all discussions and meetings in which members of its staff may have taken part. IBSS shall cause any member of its staff who shall work on the premises of the Customer to sign a formal undertaking of confidentiality.

8. Liabilities

- 8.1 The Customer shall, insofar as this is reasonable in the normal course of the Customer's business, inspect each consignment immediately after delivery and notify IBSS without delay of any defect which may be found in it. Should the Customer fail to make such notification, the delivery shall, except in the case of defects which were not detectable at the time of inspection, be deemed approved and accepted.
- 8.2 Claims of the Customer shall be limited to remedy in the form either of elimination of the defect or supply of a defect-free product, whichever IBSS may prefer.
- 8.3 Except where longer periods are specified by law, claims for defects shall lapse after a period of 12 months starting from receipt of the goods by the Customer. In the case of installation by IBSS, the period for claims shall begin on readiness for operation.
- 8.4 IBSS undertakes to repair any damages whatsoever caused to the Customer as a result of IBSS's wilful default or negligence.
- 8.5 The Customer has the obligation to take the appropriate security and precautionary measures in order to protect the stored data from any destruction. IBSS shall not be

liable for the loss of data caused by the maintenance work, provided that IBSS is not guilty of wilful default or negligence, unless differently agreed in specific written agreements.

- 8.6 Nothing in this AGB shall limit IBSS's liability in respect of any claims:
- for death or personal injury caused by the wilful default or negligence of such party;
 - resulting from any fraud, including without limitation fraudulent misrepresentation made by such party; or
 - for which liability may not otherwise lawfully be limited or excluded.
- 8.7 Except for the case of personal injury or death as a result of wilful default, negligence or fraud (including fraudulent misrepresentation), in no event shall IBSS be liable for any special loss including direct loss of profits nor for any indirect or consequential damages (including indirect loss of profits, business interruption, loss of sales, loss of turnover, loss of opportunity, loss of anticipated savings, loss of data and/or loss of inaccuracy of information other than fraudulent misrepresentation) even if the loss was reasonably foreseeable IBSS had been advised of the possibility of such damages.
- 8.8 IBSS shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond IBSS's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, fire, water damage, accident, explosion, failure or malfunction of communications media, or interruption of power supplies. If, in IBSS's judgement, one of the events described in this article occurs or appears likely to occur, IBSS reserves the right to undertake such measures as it may deem necessary to protect the interests of IBSS and/or its Customers.

9. Amendments

- 9.1 IBSS reserves the right to amend these AGB from time to time. Amendments to these AGB will be effective after thirty (30) days have passed from the date of posting on the Website (<http://www.ibss.ch>). Amendments to these AGB will be effective after thirty (30) days have passed from the date of posting on the Website. **It is the Customer's responsibility to check the website from time to time for amendments to these AGB.**

10. General provisions

- 10.1 Any terms and conditions of the Customer, which deviate from these AGB and which have not been expressly accepted by IBSS, shall not be binding on IBSS even if they are not expressly rejected by IBSS.
- 10.2 If any provision contained in these AGB is held to be invalid or unenforceable or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, it shall be deemed to be severed from these AGB. All other provisions of these AGB will continue in full force and effect. The contracting parties shall have a duty, acting in accordance with the principles of good faith, to replace any invalid provision by one which is valid and which produces the same economic outcome as that intended by the invalid provision and providing that such replacement does not result in any material change to the content of the contract; the same shall also apply analogously to any matter which requires regulation but for which no provision is made in these AGB.
- 10.3 These AGB shall be governed by and construed in accordance with Swiss law. Matters not expressly provided for in these AGB shall be governed by the applicable provisions of Swiss law.
- 10.4 Any disputes arising with respect to or in connection with these AGB shall be finally decided by one or more arbitrators in accordance with the Rules of arbitration of the

Chamber of Commerce and Industry of Lugano. The contracting parties should undertake in advance to respect the decision of the arbitrator unless there is evidence of obvious negligence or serious error from the arbitrator.