



**BENDURA BANK**

BENDURA BANK AG · LIECHTENSTEIN

## Hold Mail Terms

BENDURA BANK AG (hereinafter to be referred to as the Bank) holds all correspondence (notices, valuations, statements, vouchers, etc.) relating to the business relationship at disposal of the client and his authorised agents for a period of five calendar years against payment of the relevant costs, or dispatches it according to the below mentioned regulations. The client acknowledges and accepts the following conditions as being binding for this application:

The correspondence to be held by the Bank shall be deemed to have been delivered on the date it bears. Reproductions in legible form made from data and image carriers shall be deemed equivalent to original documentation. The Bank is authorised to destroy originals that are stored on data and image carriers at its own discretion.

The client shall be solely liable for any disadvantage, loss or damage arising from the retention or electronic storage of the correspondence and the client's resultant failure to be properly informed (for example, failure to observe time limits), provided the Bank is not guilty of gross negligence.

The Bank shall be entitled, but in the absence of specific instructions shall not be obliged, to undertake at the risk and for the account of the client any urgent administrative action to safeguard the client's interests (for example, exercise options or sell them at best, meet any debit from the credit balance of an account, etc).

The correspondence held or stored by the Bank shall be held at the personal, written or telephonic disposal of the client and his authorised agents. Authorised agents of the client shall be entitled to examine correspondence held by the Bank or withdraw it from the Bank regardless of

the nature of their signatory power. The client can instruct the Bank, on payment of the relevant costs, to send the correspondence held by it periodically to an address to be notified to the Bank. The correspondence shall be sent by registered mail, provided the client has not issued other instructions to the Bank.

Correspondence handed to the client, which he/she returns to the Bank, will be stored on data or image carriers and subsequently destroyed. This does not apply to manually compiled lists, summaries and documents bearing written comments of the client. Such documents will be stored separately in the original copy against payment of a corresponding fee, if they cannot be stored electronically. The provisions of para 2 of this application regarding delivery remain valid regardless of whether documents are stored physically or electronically.

The Bank is entitled, but not obliged, to open correspondence sent to the Bank for the client by third parties and to decide, without consulting the client, whether this correspondence shall be returned to the sender, stored on data or image carriers and the originals destroyed, or whether the originals shall be kept.

Correspondence held by the Bank concerning client accounts that have been closed shall be kept available for the period of one year.

The Bank is bound by law to preserve for a period of ten years any correspondence which is has issued. During this period the client may, against payment of the costs incurred, obtain copies of documents that have already been retrieved from the Bank or destroyed. In all other respects the Bank's General Conditions and Safe-keeping Deposit Regulations apply.