ADDENDUM

This Addendum to the Non-Prosecution Agreement is made on July 31, 2018, by the Department of Justice ("the Department") and Bank Lombard Odier & Co Ltd ("Lombard Odier").

Lombard Odier submitted a Letter of Intent on December 26, 2013, to participate in Category 2 of the Department of Justice's Program for Non-Prosecution Agreements or Non-Target Letters for Swiss Banks, as announced on August 29, 2013 (hereafter the "Swiss Bank Program").[1]

On December 31, 2015, the Department and Lombard Odier entered into a Non-Prosecution Agreement ("Agreement") based, in part, on Lombard Odier's disclosure of its cross-border business for U.S. Related Accounts, including the production of information relating to the total number of U.S. Related Accounts. Based on this information and the terms of the Swiss Bank Program, Lombard Odier paid $99,809,000 as part of the Agreement.

Lombard Odier subsequently advised the Department of 88 additional U.S. Related Accounts with assets under management of approximately $269 million. Lombard Odier acknowledges that it was aware of, or should have been aware of, certain of these accounts at the time of the signing of the Agreement, which should have been disclosed. The Department acknowledges Lombard Odier's early self-disclosure of the additional U.S. Related Accounts and Lombard Odier's full cooperation under the Program.

Lombard Odier agrees to pay an additional sum of $5,300,000 to the Department, calculated in accordance with the terms of the Swiss Bank Program. This sum shall be paid directly to the United States within seven (7) days of the execution of this Addendum, pursuant to payment instructions provided to Lombard Odier. The Department agrees that it will take no action to collect any additional monetary payment from Lombard Odier with respect to any U.S. Related Account that it has disclosed to the Department prior to the date of the execution of this Addendum.

The Agreement signed on December 31, 2015, remains in full force and effect, and all of the Agreement's terms and conditions apply with respect to these additional U.S. Related Accounts. Lombard Odier further agrees to update the information provided pursuant to Section II.D.2 of the Swiss Bank Program as soon as practicable.

AGREED AND ACCEPTED

UNITED STATES DEPARTMENT OF JUSTICE
TAX DIVISION

RICHARD E. ZUCKERMAN
Principal Deputy Assistant
Attorney General

7/31/18
Date

[1] Terms in this Addendum shall have the meaning ascribed to them in the Agreement.

THOMAS J. SAWYER
Senior Counsel for International
Tax Matters

29 July 2018
Date

KIMBERLY M. SHARTAR
Trial Attorney

7/31/18
Date

BANK LOMBARD ODIER & CO LTD

By:
PATRICK ODIER
Chairman of the Board of Directors

7/24/2018
Date

By:
DENIS PITTET
Member of the Executive Committee

7/24/2018
Date

APPROVED:

PILLSBURY WINTHROP SHAW PITTMAN LLP

By:
STEPHEN B. HUTTLER
Senior Partner

7/25/2018
Date

By:
MARIA T. GALENO
Partner

7/25/2018
Date