

**Julius Bär**

Mr.

Rudolf Elmer

P.O. Box 1100

Georg Town

Cayman Islands B.W.I.

Georg Town, September 1<sup>st</sup>, 1999

## **Assignment as Chief Operating Officer**

Dear Mr. Elmer

Following our recent discussions, we are pleased to confirm the terms of your assignment with JBBT-GCM in Grand Cayman. This offer replaces the assignment between you and JBHOLD-ZRH concluded on February 15<sup>th</sup>, 1994. The following specific terms and conditions will apply.

### **1. Appointment**

You will be based at JBBT-GCM as a holder of an A-Signature in the position of Chief Operating Officer. You will be subordinated to the Chief Executive Officer of JBBT-GCM. However on a functional basis you will report according to the Business Line structure of Julius Baer Group.

You will agree on performance objectives, which will be used as the basis for both your formal appraisal and your bonus.

It is anticipated that this assignment will last approximately 3 years, provided suitable performance standards are maintained. Your contractual relationship with JBBT-GCM during this time is according to the Expatriate Agreement between you and BJB-ZRH. The exact duration of the assignment will depend upon the business needs of the Bank.

This assignment is offered on the following terms.

## **2. Compensation**

- a) Your salary for this assignment is \$ 145'000 gross per year.
- b) You can opt to have an amount of up to 25 % of your local salary paid to your home country account in the home country currency.

This option has to be exercised at the time of the assignment and thereafter annually per the beginning of the year. The exchange rate applied is according to the current market rate at that time.

## **3. Employee Benefits**

You will remain both in the BJB-ZRH retirement and insurance plans and in the Swiss social security systems and in addition participate in the local pension plan, to ensure continuity of benefits.

## **4. Relocation**

The Bank will provide you with single air tickets(business class) for you and your eligible dependent family members from Grand Cayman to the location of your new assignment.

You will be entitled, at the Bank's expense, to store or ship personal belongings to the new location based on estimates from a reputable shipping company.

You will also receive a relocation allowance of one and a half-month's gross salary to cover any and all miscellaneous expenses in connection with the move. The allowance is paid at the time of relocation by JBBT-GCM.

## **5. Mobility Premium**

After successful completion of the assignment, JBBT-GCM will pay one month's gross salary to you.

This payment will be made at the end of your assignment.

## **6. Accommodation**

The decision as to the suitability of any residence - taking into account the personal / family situation and the professional position and status - lies with local management, whose approval must be obtained before lease / rent agreements are exchanged.

15 % of the local gross salary is considered as housing expenses. Housing costs exceeding the respective amount are compensated by JBBT-GCM.

## **7. Home Leave Travel**

You and your dependent family members will be entitled to one home leave visit for every 12 month of your assignment, the dates of which should be agreed in advance with your superior, and which will be taken as a part of your normal vacation allowance. You will be provided with return Economy Class air tickets from Grand Cayman to Zurich, for this purpose.

However, if possible, you should plan to take home leave coinciding with any business trips you may undertake to Zurich.



8. Working Conditions

Working conditions (including vacation entitlement) are in accordance with JBBT-GMC's policy.

This letter reflects the Bank's current policies and fulfilling assignment. Should any of these be changed, your contract will be subject to the revised policies.

May we kindly ask you to sign and return the enclosed copy to this effect, and retain this original for your records.

If you have any questions regarding this letter, please do not hesitate to contact us.

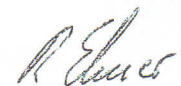
Yours sincerely,

Julius Baer Bank and Trust Co. Ltd.

I accept the assignment on the terms offered.

Place and Date: ... Nov 16th, 1999

Signature: ... 

Rudolf Elmer