![Credit Suisse logo](CREDIT SUISSE)

Comparison of the current and future Conditions for Payment Transactions of Credit Suisse (Switzerland) Ltd.

Current Conditions for Payment Transactions 2016	Future Conditions for Payment Transactions 2019
A. Outgoing Payments	**A. Outgoing Payments**
1. Requirements for the Execution of a Payment Order All of the following requirements must be fulfilled before Credit Suisse (Switzerland) Ltd. (hereinafter Credit Suisse) can execute a payment instruction (hereinafter payment order) on behalf of a client or one or more of the client's authorized representatives (hereinafter collectively the instructing party): **a)** Payment Order Specifications The instructing party must provide Credit Suisse with the following details: ■ the account number of the debit account, or the IBAN (International Bank Account Number) pertaining to this account number ■ the last name and first name or company name and the place of domicile of the client ■ the payment amount, including specification of the currency ■ the IBAN or the account number of the beneficiary's account ■ the last name and first name or company name and, optionally, the place of domicile of the beneficiary ■ the BIC (Bank Identifier Code) and/or name and address of the beneficiary's financial institution These details must be complete, precise, and unambiguous. **b)** Available Funds In order for the transaction to be processed, the client must have an account balance or an account credit limit at the time of execution at least equivalent to the amount of the payment order. **c)** Power of Disposal Credit Suisse must be in no doubt as to the instructing party's power of disposal over the funds in question. **d)** No Disposal Restraints/Restrictions In particular, there must be no legal, regulatory or internal Credit Suisse provisions, no orders by authorities, no national or international sanctions that Credit Suisse is bound to observe and no agreements (e.g. pledges of account balances) that would rule out execution of the payment order in question. For collective orders, these requirements must be fulfilled for each individual payment order. The collective order may otherwise be rejected.	**1. Requirements for the Execution of a Payment Order** All of the following requirements must be fulfilled before Credit Suisse (Switzerland) Ltd. (hereinafter Credit Suisse) can execute a payment instruction (hereinafter payment order) on behalf of a client or one or more of the client's authorized representatives (hereinafter collectively the instructing party): **a)** Payment Order Specifications The instructing party must provide Credit Suisse with the following details: ■ the account number of the debit account, or the IBAN (International Bank Account Number) pertaining to this account number ■ the last name and first name or company name and the place of domicile of the client ■ the payment amount, including specification of the currency ■ the IBAN or the account number of the beneficiary's account ■ the last name and first name or company name and, optionally, the place of domicile of the beneficiary ■ the BIC (Bank Identifier Code) and/or name and address of the beneficiary's financial institution These details must be complete, precise, and unambiguous. **b)** Available Funds In order for the transaction to be processed, the client must have an account balance or an account credit limit at the time of execution at least equivalent to the amount of the payment order. **c)** Power of Disposal Credit Suisse must be in no doubt as to the instructing party's power of disposal over the funds in question. **d)** No Disposal Restraints/Restrictions In particular, there must be no legal, regulatory or internal Credit Suisse provisions, no orders by authorities, no national or international sanctions that Credit Suisse is bound to observe and no agreements (e.g. pledges of account balances) that would rule out execution of the payment order in question. For collective orders, these requirements must be fulfilled for each individual payment order. The collective order may otherwise be rejected.

2. Transfers According to the SEPA Standard

For payment orders to be processed according to the SEPA (Single Euro Payments Area) payment standard, it is essential that

- the payment order is denominated in Euro,
- the payment order contains the BIC of the beneficiary's financial institution as well as the IBAN of the beneficiary's account, and
- for charges, the "shared charges" (SHA) option is selected.

Additional requirements for a transfer processed according to the SEPA payment standard can be found in the product descriptions, which are available at Credit Suisse counters or can be downloaded from the internet.

3. Cut-off times

The client can obtain information on the cut-off times for payment orders from Credit Suisse at any time. This information is also published in the Internet or communicated in another appropriate manner.

If a payment order is submitted by the instructing party after the corresponding cut-off time, the payment will normally be executed on the following bank business day.

4. Execution of a Payment Order

a) General

If the requirements of clause 1 above are met, Credit Suisse will execute the payment order by no later than one day after receipt of the order by the Credit Suisse processing center. If the payment order lists an execution date, the payment order will be executed on this date, provided that it arrives at the Credit Suisse processing center by this point in time.

The foregoing is subject in each case to clause 3 above (Cut-Off Times) and clause 13 below (Execution and Credit Date).

Furthermore, the execution of the payment order may be delayed if Credit Suisse requires clarifications prior to execution of the order (e.g., clarifications within the scope of clause 1 above). Credit Suisse is not liable to the client for any such delay.

b) Execution: special cases

In the event of incorrect or incomplete information as per clause 1a above, Credit Suisse is entitled to execute the payment order if this information is marked as optional or it can be corrected and supplemented without doubt by Credit Suisse.

Credit Suisse is entitled, at its own discretion, to decide to execute a payment order despite insufficient funds.

If the requirements of clause 1 above (particularly, sufficient coverage) are not fully met until after the date of execution (cf. subpara. (a) above), Credit Suisse may, in the absence of instructions from the instructing party to the contrary, execute the payment order on a subsequent basis, with ensuing notification to the client.

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The foregoing is subject in each case to clause 3 above (Cut-Off Times), to clause 13 below (Execution and Credit Date), and to any additional details that may be required in connection with payment orders to certain countries or in certain currencies in addition to the details specified in clause 1 above.

Furthermore, the execution of the payment order may be delayed if Credit Suisse requires clarifications prior to execution of the order (e.g., clarifications within the scope of clause 1 above). Credit Suisse is not liable to the client for any such delay.

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5. Processing/Account Debit

When a payment order is executed, the account specified by the instructing party will be debited on the execution date (= value date).

Depending on the type of order, the order may be processed electronically in the system the day before its execution. Once the order is processed, the available balance will be reduced immediately by the payment amount and any applicable fees.

6. Non-Execution of a Payment Order

If the requirements for executing a payment order are not fully met and no special case as per clause 4(b) above is on hand, Credit Suisse will not execute the relevant payment order.

If these requirements are not met in connection with one or more individual orders within a collective order, Credit Suisse reserves the right to refuse to carry out the collective order as a whole.

7. Consequences of Non-Execution or Rejection of the Payment Order

If a payment order is not executed by Credit Suisse, or if the execution of the payment order is rejected by another party involved in the transfer (e.g. by a clearing house or by the beneficiary's financial institution), Credit Suisse will inform the client within a reasonable timeframe about the non-execution/rejection, stating the reason, if known, and re-credit to the relevant account any amount already debited once a reverse transfer occurs.

If Credit Suisse is in a position to immediately eliminate the reason for the rejection of the payment order and if the payment amount has not yet been re-credited to the client's account, Credit Suisse is entitled but not obligated to re-execute the payment order without consulting the instructing party.

8. Data Comparison by Third-Party Institution

The client acknowledges that the payment amount will be credited by the financial institution of the beneficiary solely on the basis of the IBAN or account number specified, without any comparison being made between the data transmitted and the name and address of the beneficiary.

The financial institution of the beneficiary may nonetheless reserve a similar right to undertake this comparison at its discretion and to reject the payment in the event of discrepancies.

B. Incoming Payments

9. Credit to Account

Incoming payments are credited to the account based on the IBAN or account number provided in the payment order, without any comparison of the data transmitted with the name and address of the person(s) designated as beneficiary. Furthermore, the payment will be credited irrespective of the currency indicated in the transfer.

Credit Suisse nonetheless reserves the right to undertake this comparison at its discretion (including after the payment has already been credited).

10. Date of Credit to Account

The value date of the credit entry will be the calendar date on which Credit Suisse can access the incoming payment or, in the case of foreign currencies, the calendar date on which the receipt of cover has been confirmed to Credit Suisse by the correspondent bank. Clause 13 below remains reserved.

11. Rejected/Blocked Incoming Payments

Incoming payments for which information is incomplete, incorrect, or ambiguous (e.g. no or non-existent IBAN or account number, missing or deficient data relating to the remitting party) or payments for which the data comparison described in clause 9 para. 2 above identifies discrepancies or which cannot be credited for any other reason (e.g. legal, regulatory or internal Credit Suisse provisions, orders by authorities, national or international sanctions that Credit Suisse is bound to observe, terminated relationships) are transferred back to the ordering financial institution, provided that Credit Suisse is not under an obligation to block the incoming payment.

In order to assess the background of the incoming payment before it decides on a rejection, blocking or credit of the payment, however, Credit Suisse reserves the right in the aforementioned cases to obtain information and documentation as well as corrected or supplemental payment instructions from the ordering financial institution with a view to a possible credit. Credit Suisse shall not be liable to the client for any resulting delays in the credit or rejection.

In the event of a rejection, Credit Suisse is entitled to inform all parties involved in the transaction (including the remitting party) of the reason why the payment was not credited.

12. Rights of Credit Suisse to Demand Repayment of a Credit to Account

Once a payment has been credited to an account – regardless of whether the account has been closed in the meantime – Credit Suisse is entitled at any time to debit the account of the client for the amount credited, together with interest, or to otherwise reclaim such amount from the client if:

- later evidence shows that the credit entry was defective, in particular, incorrect, or otherwise wrong; or
- Credit Suisse made the credit entry prior to the date mentioned in clause 10 above and fails to receive the cover payment underlying the credit from its correspondent bank within 3 bank business days after the credit.

Credit Suisse will inform the client promptly about the occurrence of any such debit.

C. General Provisions of Payment Transactions

13. Execution and Credit Date

If an execution or credit date falls on a Saturday, a Sunday, or a public holiday, Credit Suisse is entitled to effect the execution or credit on the next bank business day.

Payment orders placed for execution at the end of a time period (e.g. end of the month) are executed on the previous bank business day, if the requested execution date occurs on a Saturday, a Sunday, a public holiday, or a non-existent date,

except in cases where an alternative agreement has been arranged with the client.

The client acknowledges that the credits to the beneficiary may also be delayed as a result of foreign regulations with respect to public holidays and bank business days.

14. Debit and Credit Advices

Credit and debit advices will be provided to the client in an appropriate manner within one month at the latest, subject to any special agreements on date, form and type of advice.

15. Currency Conversion

If the debit or credit requires a currency conversion, the foreign exchange spot rate is used, which is applied by Credit Suisse on the date that the payment transaction is processed for the relevant transaction. As a result, the processing date may be before the value date.

The rates depend on the amount being converted, and are continuously published as recommended prices by Credit Suisse.

Price gains or losses due to currency conversions in connection with the non-execution of the payment order or the credit from rejections (see clause 7 above) are credited or debited to the client.

16. Fees

Credit Suisse is entitled to charge or adjust fees at any time for services related to payment orders, particularly for processing outgoing and incoming payments and for currency conversions. The fees to be paid by the client may also include costs invoiced to Credit Suisse by financial institutions for their involvement in processing a payment transaction.

The currently applicable fees are available in the price lists, which clients can obtain from Credit Suisse at any time. The price lists are also available on the internet.

In the event that fees are increased or new fees are introduced, the client will be informed of this at least 30 calendar days before they come into effect.

Credit Suisse is entitled to debit such fees directly from the client's account.

17. Data Processing/Forwarding

As instructing party, the client acknowledges that his information (in particular, his surname, first name, company name, address, nationality, date of birth, IBAN, account number, and the further data included under clause 1a above) will be provided when processing domestic and cross-border payment orders and other payment transactions (e.g. debit advices) to the banks involved (particularly the beneficiary's domestic and foreign correspondent banks and financial institutions), the operators of payment systems both domestically and abroad (e.g. Swiss Interbank Clearing), SWIFT (Society for Worldwide Interbank Financial Telecommunication), and the beneficiaries domestically and abroad. The client acknowledges and agrees that, depending on the payment transaction and payment processing, data from domestic payment transactions may also be sent abroad (e.g. if the

payment amount is in a foreign currency or if the payment uses SWIFT).

The client agrees that all parties involved in the payment transaction may transfer the data (in particular, for further processing or for storage purposes) to authorized third parties in their country or in other countries.

In addition, the client acknowledges that data transmitted abroad is no longer protected by Swiss law, but is instead subject to the law of the foreign jurisdiction in question, and that foreign laws and orders of authorities may require this data to be passed on to government authorities or other third parties.

18. No Liability of Credit Suisse for Delay, Blocking or Non-Execution of Transactions

The client acknowledges that for payment transactions (in particular, incoming and outgoing payments), international or foreign regulations and measures (e.g., special functionality of the foreign payment system, legal or regulatory restrictions, sanctions) or regulations and measures of third party financial institutions or other events beyond the control of Credit Suisse may result in the delay, blocking or non-execution of the transactions.

Credit Suisse is not liable for damages resulting from any such delay, blocking or non-execution.

19. Storage Precautions

The client must ensure that the order forms and payment transaction documentation are protected against misuse by unauthorized persons.

20. Client's Duty to Inform

In the event that the client determines that one of his accounts has been wrongly credited or debited or has been credited or debited with an incorrect amount, he must inform Credit Suisse about this without delay.

21. Further Special Contractual Conditions Affecting Payment Transactions

Payment transactions are subject to further special contractual conditions of Credit Suisse (e.g. online banking via internet, direct debits). For the SEPA direct debit procedure, refer also to clause 22 below.

22. SEPA Direct Debit Procedure

To ensure that debit advices incoming for Credit Suisse as part of the SEPA payment transaction standard can be debited to an account of the client, the client must agree in writing to the special conditions of Credit Suisse for SEPA direct debits.

Without such approval, Credit Suisse will reject an incoming debit advice and is not obligated to contact the client in advance about the incoming debit advice.

23. General Conditions

In all other respects, the General Conditions of Credit Suisse apply.

24. Applicable Law

These conditions are governed exclusively by Swiss law.

25. Amendments to Conditions

Credit Suisse reserves the right to change these conditions at any time.

Any such changes will be notified to the client by Credit Suisse in an appropriate manner before they enter into force and shall be considered as approved by the client if no written objection is received from him within 30 calendar days following notification.

24. Applicable Law

These conditions are governed exclusively by Swiss law.

25. Amendments to Conditions for Payment Transactions

Credit Suisse reserves the right to amend the Conditions for Payment Transactions at any time. Amendments may also be made by publication on the Internet. The client will be notified in advance of these amendments in writing or by other suitable means. The currently valid version can be found on the internet (at www.credit-suisse.com/Legal Notes).