

# Your Banking Relationship with CREDIT SUISSE (LUXEMBOURG) S.A.



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# 1. CREDIT SUISSE (LUXEMBOURG) S.A. and its Services

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## 1.1 CREDIT SUISSE (LUXEMBOURG) S.A.

CREDIT SUISSE (LUXEMBOURG) S.A. (the “**Bank**”) was established in Luxembourg in 1974. The Bank’s registered office is located at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg. The Bank is part of the CREDIT SUISSE GROUP of companies and has branches in different Member States of the European Economic Area. The Bank has been duly authorized as a credit institution and is supervised by the Commission de Surveillance du Secteur Financier (“**CSSF**”), the Luxembourg regulatory authority for the financial sector. The CSSF is located at 283, route d’Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg.

## 1.2 Range of Services and Products

### 1.2.1 Overview

The Bank offers comprehensive investment advice and a wide range of financial solutions to its clients (“**Clients**”). To achieve the Clients’ objectives, the Bank develops individual concepts, provides holistic wealth planning, portfolio management services, as well as, investment solutions and investment consulting services for all the Bank’s client groups. These include individual and corporate high net worth and ultra-high net worth Clients as well as institutional investors. The Bank also acts as depositary bank for investment fund clients.

The Bank offers its Clients a global product range from leading product providers in the market, including CREDIT SUISSE GROUP in-house products, which are selected and continuously monitored by specialists within the CREDIT SUISSE GROUP. The product range includes “classic” financial instruments such as equities and bonds, investment funds, structured products, listed derivatives, OTC (over the counter) derivatives including foreign exchange products, money market products, non-traditional investment products and alternative investments.

The Bank provides the services of safekeeping of financial instruments for the account of all its Clients. Financial instruments are held on safekeeping accounts with the Bank, whereas cash is held on current accounts with the Bank. The Bank ensures that each Client’s assets are safeguarded in accordance with regulatory requirements; for more details in this respect please refer to the section “Safeguarding of Client Assets”.

The Bank also acts as custodian for Clients who have provided an asset management mandate to an external asset manager. For these Clients, the Bank provides exclusively the services of reception and transmission or execution of orders received from the external asset manager.

Further, the Bank offers different credit facility services and payment services such as credit transfers. Cash deposits and cash withdrawals are, however, not possible. The information in this Client Information Booklet does not concern credit facilities and payment services as a matter of principle.

### 1.2.2 Relationship between Risk and Return

As a general rule, the higher the expected return of a particular financial instrument compared to the expected market return, the higher the risk for the investor; especially with regard to fluctuations in value and return.

As an example: In the case of an investment into a money market fund with low risk of potential loss, the expected return is typically lower than for an equity fund which may bear a high risk. In comparison to money market funds, equity funds generally offer a higher return potential – but also entail a higher risk of loss of return and capital invested.

The Bank’s brochure “Risks in Securities Trading” contains detailed information about risks related to transactions in financial instruments

and forms an integral part of the account opening agreement.

### 1.2.3 Client Classification and its Implications

For the purposes of the provision of its services and in accordance with legal and regulatory requirements, the Bank classifies Clients as “**Private Clients**” (this term corresponds to the legal term “retail clients”) or as “**Professional Clients**”. Different levels of protection apply to these client categories.

Professional Clients are Clients who possess the experience, knowledge and expertise to make their own investment decisions and properly assess the risks incurred. The criteria for classifying a Client as a Professional Client from the outset of the relationship with the Bank are established in accordance with law.

The Bank classifies all Clients as Private Clients (retail clients), unless a Client meets the criteria for a Professional Client, in which case the relevant Client is classified as a Professional Client.

The highest level of protection applies to Clients classified as Private Clients. In particular, this classification triggers the requirement of an appropriateness assessment as well as a suitability assessment in consideration of all appropriateness and suitability criteria applicable to Private Clients, of the provision of comprehensive information and reporting and access to a product universe which is adequate for Private Clients.

Private Clients who desire to be classified as Professional Clients may request the Bank to be re-classified as Professional Clients if certain criteria are fulfilled (“**Professional Clients upon Request**”). Professional Clients that seek a higher degree of protection may request to be re-classified as Private Clients. Clients may contact their Relationship Manager at the Bank at any time for further information about their client classification.

More precisely, the client classification determines the applicability of conduct of business rules. As an example, the suitability report (which is described in detail in section 1.3.3 below) is provided to Private Clients only. Moreover, depending on the classification of the Client, the Bank may restrict or limit the offering of certain services or products. Additional restrictions may apply, for example, as regards to Packaged Retail Investment and Insurance-based Products (“**PRIIPs**”), in case a Key Information Document (“**KID**”) is not available for a product a Private Client would like to invest in (please find more detailed information about PRIIPs and the KID in section 1.5 below). The Bank may thus not be in a position to

provide investment services to Private Clients in relation to such PRIIPs.

## 1.3 Investment Advice (non-independent) and Portfolio Management Services

### 1.3.1 Description of the Services

When providing investment advice to Clients, the Bank may recommend to the Client a broad range of financial instruments. Not all of the financial instruments referred to in **Appendix 1** of this Client Information Booklet are offered by the Bank at any given time. Additional information will be provided by the Relationship Manager upon request.

The Bank may also recommend financial instruments manufactured by entities of the CREDIT SUISSE GROUP. Further information in this regard can be found in the section “Conflicts of Interest”.

In view of the foregoing, the investment advice the Bank provides to its Clients is **not** considered **independent**.

In certain circumstances the Bank receives monetary and/or non-monetary benefits in connection with the provision of services to, or the receipt of services from, product providers and/or other third parties and may retain these benefits. Section “Inducements” contains further information in this respect.

Which financial instrument will be recommended by the Bank to the Client will depend on the outcome of the suitability assessment performed by the Bank, as applicable. Section 1.3.3 contains more information in this regard.

The Bank also offers portfolio management services. The Bank proposes to the Client a discretionary portfolio management investment profile setting out an investment strategy which is considered by the Bank as being suitable for the Client.

### 1.3.2 Investment Advice: Analysis of Range of Financial Instruments prior to Recommendation

When providing investment advice in relation to specific financial instruments, the Bank’s Relationship Managers or investment consulting specialists take into account financial instruments pre-selected and assessed by specialists. The Bank has access to such pre-selection of financial instruments.

In particular:

- Credit Suisse Group Research assesses companies as well as shares and bonds issued by them. To do this, Credit Suisse Group Research uses a restricted rating (buy, hold, sell). The companies, shares, and bonds are set out in lists of recommended products if Credit Suisse Group Research believes that these will have superior performance or have lower risk compared to similar products. This view is based on comprehensive investment research and expert opinions.
- Financial instruments issued or manufactured by the CREDIT SUISSE GROUP, which are recommended to Clients, are included in the CREDIT SUISSE GROUP recommendation lists, with each financial instrument being assessed whether it is suitable for the respective market. At the same time, the Bank places stringent quality requirements on the products. Those requirements are outlined below for different types of financial instruments.

As part of the investment advice, the Relationship Managers or investment consulting specialists typically focus on model portfolios developed for individual strategies.

If the Client defines a particular investment strategy, products of the relevant model portfolio are recommended. In terms of selecting products for the respective model portfolio, the details provided below for certain types of financial instruments apply, taking into account interactions on the overall portfolio:

#### **a) Investment funds**

When recommending funds, the Bank takes into account its list of recommended funds, based on positive assessments by specialists of other entities of the CREDIT SUISSE GROUP.

#### **b) Certificates and other structured financial instruments**

In relation to certificates and other structured financial instruments, the Bank carefully selects the issuers based on stringent quality requirements regarding creditworthiness and service quality, and creates lists of recommended products based on these requirements. In order to be included in this list, the issuer must meet the minimum requirements specified by the CREDIT SUISSE GROUP regarding product quality and pricing, having a long-term credit rating of at least "A3" Moody's, "A-" S&P or CREDIT SUISSE rating equivalent.

The Bank recommends certificates and other structured financial instruments from issuers on the abovementioned list that are particularly

suitable for the respective market and are authorized for distribution. When selecting the certificates and including them in the abovementioned list, particular attention is directed to the fact that the payment profile and cost structure of the certificates or other structured financial instruments are transparent and comprehensible. If this is not the case, the relevant certificate or other structured financial instrument is not included in the list and is thus typically not part of the investment advice.

#### **c) Bonds**

The Bank preferably recommends bonds that have an appropriate issue volume and are sufficiently liquid at the time of the recommendation. With regard to inclusion in the list of recommended bonds, the Bank focuses on issuers or guarantors (if this is provided for in the structure) with a long-term credit rating in the investment grade range, which corresponds to at least "BBB" by Moody's – equivalent to "satisfactory creditworthiness" from other rating agencies. The duration, creditworthiness, currency, and sectoral assessment performed by Credit Suisse Group Research are taken into account in a dynamic process when selecting the bonds. Due to the low level of liquidity in the European secondary market, the Bank does not include US domestic bonds from the US domestic market in the product selection. In the case of bonds that are not denominated in core currencies (e.g. CHF, EUR, USD, GBP), the Bank recommends supranational and comparable issuers with a high degree of creditworthiness.

#### **d) Equities**

The Bank generally accepts issuers recommended by Credit Suisse Group Research for its list of recommended equities. A recommendation is only issued by Credit Suisse Group Research if the issuer meets minimum requirements regarding the respective (annual) reports or accounting standards, and if the issuer is listed on the stock exchange.

### **1.3.3 Suitability Assessment for Investment Advice and Portfolio Management, Suitability Report**

Before providing investment advice or portfolio management services, the Bank assesses, for Clients classified by the Bank as Private Clients, whether or not the relevant transaction in financial instruments or service meets the following suitability criteria:

- The Client has the necessary experience and knowledge, in order to understand the risks involved in the relevant transaction (for example, in the purchase of a financial instrument) or in the management of the Client's portfolio;

- The relevant transaction meets the Client's investment objectives, including the Client's risk tolerance;
- The Client is able financially to bear any related investment risks consistent with his/her/its investment objectives.

In relation to Clients classified as Professional Clients, the Bank may assume that they have the necessary experience and knowledge for the purpose of the suitability assessment based on the abovementioned suitability criteria. The reason for assessing the suitability is to enable the Bank to act in the Client's best interest.

The suitability assessment is based on the information regarding the abovementioned suitability criteria which the Client has provided to the Bank in the **"Investment Profile Questionnaire"**. How much information the Bank requires, depends on the client classification. Private Clients need to be provided more information than Clients classified as Professional Clients.

The Bank's suitability assessment depends on accurate, complete, and up-to-date information provided by its Clients. The Bank can only act in the Client's best interest if it receives all information requested.

Where the Bank provides portfolio management services to the Client, it performs a periodic suitability assessment which is reflected in the portfolio management report named "Standard Investment Report". However, as regards investment advice provided by the Bank, a periodic suitability assessment is not provided by the Bank as a matter of principle.

Where the Bank provides the service of investment advice to a Client it has classified as a Private Client, it provides a suitability report to the Client which specifies the advice provided and its compliance, among other things, with the Client's investment objectives and personal circumstances, including the Client's attitude to risk and ability to bear financial loss. The suitability report is, as a matter of principle, provided once the investment advice has been provided, but prior to the execution of the Private Client's related order(s).

However, under certain circumstances, among other things, the use of a means of distance communication for the provision of investment advice, the Bank may send the suitability report in a durable medium to the Private Client without undue delay after the conclusion of the relevant transaction, based on a corresponding consent of the Private Client and after having given

the option to postpone the transaction. In this case, the suitability report is dispatched in accordance with the mailing instructions the Client has provided to the Bank, and in addition, where applicable, by other means as agreed with the Client on an ad-hoc basis.

Where the recipient of the suitability report is not the person who has received the investment advice, the recipient of the suitability report may not be in a position to assess the content of the report. The Client must ensure that the person who has received the investment advice is provided with the Bank's related suitability report.

The suitability report which a Private Client will be provided with by the Bank after the conclusion of a transaction is entitled "Advisory Minutes" and contains, in addition to the report regarding suitability, details regarding the conversation between the recipient of the investment advice and the Bank including information about the products discussed.

#### **1.4 Services of Execution of Orders as well as Reception and Transmission of Orders**

Besides the services of investment advice and portfolio management (cf. section 1.3 above), the Bank provides the services of execution of orders as well as reception and transmission of orders related to financial instruments.

The Bank's best execution principles and order handling rules apply to the services of execution of orders and the services of reception and transmission of orders. More detailed information can be found in the section "Best Execution and Order Handling Rules".

A suitability assessment will not be performed in relation to these services, but the Bank performs an appropriateness assessment as regards related orders provided by Private Clients. In order to be in a position to act in the Private Client's best interest and to perform an accurate appropriateness assessment in this respect, the Bank depends on the provision of accurate, complete, and up-to-date information regarding the Private Clients' knowledge and experience in the Investment Profile Questionnaire.

Information on the main execution venues per financial instruments class can be found in **Appendix 3** of this Client Information Booklet.

#### **1.5 Product Information Documents**

For financial instruments and other investment products that are offered to the public and for which a sales prospectus is available, the sales prospectus is usually provided to the Client on the issuer's or investment management company's website, as well as in printed form upon the

Client's request. Some issuers and investment management companies provide further information on the relevant investment product on their websites.

In relation to certain investment products, the Bank might provide product information prior to the investment decision and trade execution. As regards PRIIPs, such as for example structured products, Private Clients will receive a KID containing information about the characteristics, costs, risks and expected performance of the relevant PRIIP. This includes the identity of the PRIIP manufacturer, information about the recommended holding period, what happens in case of insolvency of the manufacturer and details on the process for directing questions or concerns.

Clients may contact their Relationship Manager at any time for further product information. Please note that the issuers are solely responsible for the correctness and completeness of the product information documents.

In accordance with applicable laws and regulations, the Bank will be obligated to refuse the execution of a transaction regarding a PRIIP (e.g. the purchase of a PRIIP) if the Bank is unable to provide a KID to the Client. However, Clients who have given a discretionary mandate to the Bank will not receive any KID or other product documentation for transactions which the Bank is entering into as portfolio manager.

### **1.6 Communication and Language**

As a matter of principle, orders should be transmitted to the Bank in writing. In relation to transmission of orders via telephone or fax the Bank's General Terms and Conditions ("**GTC**") apply.

As a general rule, the Bank uses postal services to send correspondence. If explicitly specified or agreed, the Bank may provide information and other correspondence also via electronic channels, subject to the terms of the relevant agreement.

All information material, forms and other documents are available in English, French and German.

The Clients can choose to receive correspondence in one of these languages. In accordance with the GTC, the language to be used is agreed with the Client at the outset of the banking relationship.

### **1.7 Recording of telephone conversations and electronic communications**

As regards investment services provided by the Bank, telephone conversations and, to the extent relevant, electronic communications will be recorded by the Bank in accordance with applicable laws and regulations. A copy of the recording of such conversations/communications with the Client will be available on request free of charge for a period of seven years.



# 2. Conflicts of Interest

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## 2.1 Background

The Bank has adopted an internal policy (“**Policy**”) to address actions or transactions within the Bank that may give rise to actual or potential conflicts of interest (“**Conflicts**”). The Policy aims to uphold the Bank’s reputation for integrity and fair dealing, meet regulatory expectations and maintain the trust and confidence of the Bank’s Clients and counterparties. The Policy makes up one part of the Bank’s ongoing commitment to adhere to the highest standards of ethical conduct in relation to the Bank’s treatment of the Clients and management of Conflicts. This section summarizes the key aspects of the Policy.

The Bank’s Policy is to manage, and where necessary prohibit, any action or transaction that may pose a Conflict between the Bank’s or its employees’ interests and those of the Bank’s Clients.

Like every global financial services provider that engages in a wide range of businesses and activities, the Bank faces potential Conflicts on a regular basis. The Bank strives to manage them in a manner consistent with the highest standards of integrity and fair dealing. In order to ensure that these standards are met, the Bank continually and proactively seeks to identify and manage Conflicts to avoid both the appearance of, as well as actual, impropriety.

## 2.2 Management and Mitigation of Conflicts

Conflicts are unavoidable in an integrated global financial services provider. The Bank undertakes a number of activities and provides a number of services, including investment advice and portfolio management services, where there is a risk that the interests of one or more Clients could be compromised.

The Bank employs a number of techniques to manage and mitigate Conflicts including:

- Creating areas of confidentiality by establishing information barriers, separating business areas and responsibilities, and spatial separation;
- Devising strict employment guidelines, including in relation to the use of internal information, as well as pre-approval requirements regarding outside business activities (including directorships);
- Maintaining a watch list to monitor sensitive information and prevent the misuse of insider information, as well as a restricted list, which is used for various purposes including to manage potential Conflicts due to business or advisory services provided by the Bank. This includes amongst others certain sales or trading restrictions;
- Setting up employee guidelines for executing and monitoring employee transactions (e.g. compliance with restricted lists, prohibition of certain types of transactions);
- Providing training and continuing education of employees above and beyond legal requirements;
- Following rules regarding the acceptance of, or offering of, invitations and gifts, to and by employees;
- Using physical and electronic information barriers to stop and control the flow of information between certain parts of the business where a Conflict may arise;
- Monitoring to ensure proper functioning of the information barriers;

- Applying a Reputational Risk Review Process for arising Conflicts that fall outside of established Conflicts-resolution procedures; and
- Providing internal guidance and training to relevant employees to raise their awareness of Conflicts and how to deal with Conflicts when they arise.

The information barriers are often referred to as “Chinese walls” which prevent confidential information to circulate between parts of the business which have to act independently from each other. Certain services are particularly exposed to Conflicts, should information be transmitted from one operational entity to another. This is the case, in particular, for portfolio management, investment advice and corporate finance activities.

Physical, electronic and operational information barriers are set up in order to prevent and control the circulation of confidential information between persons who are exposed to Conflicts within the framework of their activities, if such circulation of information could harm the interests of one or more Clients. Physical information barriers include, for example, the installation of the departments concerned in different buildings/places, systems controlling the access to certain spaces, access limitation for visitors, conservation of documents in protected locations with restricted access etc.

Examples of electronic barriers are special electronic security systems, mandatory passwords which are indispensable for obtaining access to certain information. On an operational level, the business parts concerned are directed by different persons who respect the joint signature requirement according to internal procedures in order to prevent/limit the possible exercise of an improper influence by one of those directors only.

A temporary deviation from these principles is only allowed in exceptional circumstances. Every such deviation must be justified and is meticulously supervised.

In addition, there are various other policies and processes in place that address Conflicts at all levels within the Bank. These include, for example, Personal Account Trading, Outside Business Interests, Gifts and Entertainment, New Issues Allocation and the Independence of Financial Research.

Compliance with these measures, and therefore the control and management of Conflicts, is monitored by an independent compliance unit that assists the management board in fulfilling its oversight responsibilities.

In addition, the Bank is committed to ethical values and professional standards that the management board and all employees are required to follow, including adherence to all relevant laws, regulations and policies in order to maintain and strengthen the Bank’s reputation for integrity, fair dealing and measured risk taking.

While the Bank employs these managing and mitigating techniques, Conflicts may still arise in the Bank’s businesses.

### **2.3 Disclosure of Conflicts**

Although the following does not define an exhaustive list of all relevant Conflicts that may arise in the Bank’s businesses, there are in particular the following identifiable, business relevant areas:

- Investment research;
- Investment advice and portfolio management;
- Inducements (see separate section “Inducements” for more details).

#### **Investment Research**

The Bank does not produce its own investment research, but transmits, where applicable, investment research produced by the CREDIT SUISSE GROUP. CREDIT SUISSE GROUP has established internal policies to ensure the independence of the investment research function.

It cannot be fully precluded however that companies that are analyzed are in a business relationship with CREDIT SUISSE GROUP. In exceptional circumstances, it is possible that analysts may recommend financial instruments that they hold in their own portfolios. Should analysts proceed to a sale of these financial instruments, this transaction is subject to approval of the Compliance Department of the CREDIT SUISSE GROUP.

#### **Investment Advice and Portfolio Management**

There is the possibility that some employees of the CREDIT SUISSE GROUP may be members of advisory bodies of corporations, institutions or government agencies and might as a consequence of their function be in possession of information not freely available in the market. In order to minimize potential Conflicts, CREDIT SUISSE GROUP obliges all employees to obtain prior consent to all private and business related mandates, and this is also monitored.

In addition, employees are not permitted to trade in financial instruments for which they provide investment advice and to use information not available to the public for other transactions.

The control and selection of products is done by independent product selection boards of the CREDIT SUISSE GROUP.

It is possible that the Bank also distributes products where CREDIT SUISSE GROUP is lead or member of the underwriting group for that product.

It is possible, in the context of portfolio management, that client assets are invested in products where CREDIT SUISSE GROUP is the issuer and/or sponsor of such products. Details can be found in the related product factsheet.

If for certain transactions the debit or credit of the respective account requires a currency conversion, the Bank applies its own processes. For currency conversions the Bank may be entitled to charge additional fees.

In an exceptional case, the effective organizational and administrative arrangements implemented by the Bank and described above may not be sufficient to ensure, with reasonable confidence, that risks of damage to the interests of a Client will be prevented. In such exceptional case the Bank will consider, taking into account these risks and any steps to mitigate them:

- whether to proceed, as a measure of last resort, to a disclosure of the relevant Conflict to the relevant Client in a durable medium or
- whether to refrain from acting for one or more of the Clients concerned.

# 3. Inducements

## 3.1 Inducements received

In certain circumstances the Bank receives from legal entities of the CREDIT SUISSE GROUP or other third parties remunerations, fees, commissions, refunds, rebates and other monetary or non-monetary benefits (“**Inducements**”) in connection with the provision of certain services or in connection with client referrals to other entities of the CREDIT SUISSE GROUP, to the extent this is legally permissible. Minor non-monetary benefits are not included in the definition of Inducements for the purposes of this Client Information Booklet and are dealt with in a separate section 3.3 below. Sections 3.1 and 3.2 relate to “monetary” Inducements.

The aforementioned services include buying of investment products or relate to safe custody of client assets (especially product launch and development, production and provision of product information, set up and provision of a high quality infrastructure) and are not charged to the Client separately.

Inducements are normally measured as a percentage of the total investment volume held by the Bank in a product, whereby the amount varies depending on the product and the product provider. In the case of investment funds, the Bank receives Inducements in the form of regular payments. In the case of structured products, the Bank receives Inducements in the form of regular payments and/or a reimbursement of part of the issue price or a discount on the issue price.

Detailed information about the existence, nature and amount of Inducements the Bank receives for a specific product is provided to Clients on a regular basis and in particular prior to the Bank providing investment advice.

As regards to discretionary portfolio management mandates, the Inducements received, if any, will not be retained by the Bank, but passed on to the Client. As regards to financial services

outside a discretionary portfolio management mandate, the Bank may receive and retain Inducements in accordance with applicable law.

Product class	Product category	Bandwidth of the Inducements (in percentage of the investment volume on an annual basis)
Funds	Money market funds	0 up to 1.0%
	Bond funds and real estate funds	0 up to 1.6%
	Other investment funds	0 up to 2.0%
Structured products	Money market investments	0 up to 1.5%
	Bond investments	0 up to 1.5%
	Mixed investments	0 up to 1.5%
	Alternative Investments	0 up to 1.7%
	Equity investments	0 up to 2.5%

The amount of the maximum Inducements per Client is calculated by multiplying the maximum percentage by the value of the Client’s investment volume for the relevant product classification.

The bandwidths disclosed above correspond to the maximum Inducements that the Bank may receive in accordance with the terms and conditions of the respective product (to the extent permissible by law). If the Inducements constitute a reimbursement of part of the issue price or a discount on the issue price and the product is redeemed before the expiry of the term, the Bank shall retain the full amount of Inducements despite any early redemption of the product. The Bank may also receive full annualized Inducements, in accordance with the bandwidths specified above, for incomplete annual periods. Changes with respect to the amount of Inducements may occur and will be communicated in an appropriate manner. The Client is aware and the Bank hereby explicitly informs that Inducements may lead to potential Conflicts by creating incentives to select

or recommend products that result in Inducements to the Bank in the first place (e.g. investment funds or structured products as opposed to equities or bonds) or that result in a higher amount of Inducements to the Bank (e.g. preferring products from specific providers or specific categories of products that result in higher Inducements). Potential Conflicts and, in particular, with regard to Clients' interests will be taken into account through appropriate measures as detailed above.

In determining the applicable fees to be charged by the Bank for its services, consideration has been given to the fact that the Bank receives Inducements. Accordingly, the Client consents to the Bank receiving and retaining Inducements, where permitted by law, and in accordance with the Bank's GTC.

### **3.2 Inducements paid**

The Bank may pay parts of Inducements received, in case of investment funds products, or parts of client fees, commissions and/or other payments received, to distributors, external asset managers, intermediaries/introducers (with respect to client referrals), CREDIT SUISSE GROUP companies or other third parties.

Where the investment product is not only distributed by the Bank, but also "manufactured" within CREDIT SUISSE GROUP, and where ancillary services such as custodian and administration activities are provided by CREDIT SUISSE GROUP, Inducements paid in relation to the product may remain within CREDIT SUISSE GROUP.

The exact amount of the Inducements paid depends on the turnover of the individual product, the Bank's revenues in relation to the Client, on the individual distributor and other factors, such as the regulatory requirements. The amount of such paid Inducements can be up to 75% of the Inducements or of the fees and commissions received.

Inducements may also be paid to intermediaries or other CREDIT SUISSE GROUP entities which refer clients to the Bank. In case of successful referrals, intermediaries may in principle be remunerated in an amount typically up to 1% of the initial investment amount, provided certain conditions are met and to the extent permitted by law. Alternatively, under certain conditions, a certain percentage which may be up to 50% of the revenues generated for the Bank may be paid to the intermediary during the term of the client relationship.

The agreement between the Bank and the third parties allows, in essence, these parties to set up and to provide efficient and high quality

financial services. This is beneficial to the Client as the Client will be put in a position to benefit from such services.

It is under the responsibility of the third party to assess whether any Inducements paid by the Bank may be retained.

To which extent such third parties receive additional Inducements from business partners other than the Bank is unknown to the Bank and beyond its control.

### **3.3 Minor Non-Monetary Benefits**

The Bank may receive and provide minor non-monetary benefits. Such non-monetary benefits include, for example, training on products such as participation in conferences or seminars or similar events, marketing material, provision of general market information, information or documentation relating to a financial instrument or an investment service, and other generally accepted minor non-monetary benefits, to the legally permissible extent. Minor non-monetary benefits are subject to internal approval that ensures the amount is in compliance with the Bank's standards.

The extent of these minor non-monetary benefits received depends on the product provider; the extent of minor non-monetary benefits provided depends on the distributor, external asset manager, introducer, or other third party.

### **3.4 Inducements and Conflicts of Interest**

Inducements may affect the relationship between the Client and the Bank due to potential Conflicts, which are effectively mitigated, as disclosed in the Bank's Policy and referred to above.

In accordance with the Policy and due to the various information barriers referred to in the section "Conflicts of Interest", Inducements are negotiated independently from the commercial activity of the Bank. Such Inducements, if any, thus do not lead to Conflicts concerning the provision by the Bank of the service of investment advice as well as any other services.

On specific request, the Client will obtain more detailed information on the nature and/or the amount of such Inducements, or, where the amount cannot be ascertained, the method of calculating that amount.

The Client may contact his/her/its Relationship Manager in case the Client would like to obtain more information.

# 4. Best Execution and Order Handling Rules

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## 4.1 Scope

a) This section summarizes the arrangements the Bank has established pursuant to Directive 2014/65/EU of the European Parliament and the Council of 15 May 2014 on Markets in Financial Instruments (“**MiFID**”), as implemented into Luxembourg law with effect as of 3 January 2018, in terms of best execution and client order handling rules.

b) MiFID best execution requirements are an important component of investor protection. These apply to investment firms either executing, receiving or transmitting Client orders in financial instruments, making decisions as whether to buy or sell financial instruments in the context of discretionary portfolio management mandates or engaging in securities lending transactions with clients (a list of financial instruments covered by MiFID is contained in **Appendix 1** of this Client Information Booklet). Such Client orders and decisions to buy/sell are hereinafter referred to as “**Order(s)**”.

c) According to MiFID, investment firms shall take all sufficient steps, when carrying out Orders, to obtain the best possible result for their Clients taking into account price, costs, speed and likelihood of execution, speed and likelihood of settlement, size, nature or any other consideration relevant to the execution of Orders (“**Execution Factors**”). The duty of best execution applies if the Client has been classified as Private Client or Professional Client.

d) The Bank has established and implemented a policy (“**Best Execution Policy**”) enabling it to take all sufficient steps to obtain the best possible result for their clients taking into account the Execution Factors. A summary of the Best Execution Policy is provided in this section of the Client Information Booklet, which forms an integral part of the account opening agreement between the Bank and the Client. As a pre-requisite for the opening of an account with the Bank, the Client shall acknowledge and

agree to the Best Execution Policy. Moreover, the Client will be deemed to have given such consent whenever placing an Order with the Bank.

## 4.2 Best Execution Policy

a) The Bank has established best execution arrangements describing the principles, duties and responsibilities that apply when receiving and transmitting or executing Orders. The Bank is taking all sufficient steps to obtain, on a consistent, however not on an individual Order basis, the best possible result when receiving and transmitting or executing Orders.

b) To achieve the best possible result for Clients, the Bank either uses an **Intermediary** when receiving and transmitting Orders (see **sub-sections 4.3 and 4.5**) or executes Orders itself directly on an Execution Venue (see **sub-sections 4.3 and 4.6**, and for the definition of “**Execution Venue**” please refer to the Glossary in **sub-section 4.11**).

c) For the selection of Intermediaries the Bank applies a stringent procedure. It monitors on a regular basis the execution quality, the best execution policies and practices of the Intermediaries and Execution Venues. Inter alia, this monitoring is done by comparing the execution quality achieved by the selected Intermediaries and Execution Venues with market benchmarks specific to a specific asset class. In case of continuous underperformance of an Intermediary, the Bank will, subject to a cost-benefit analysis, make changes to the existing best execution arrangements by, e.g. replacing the respective Intermediary by another Intermediary or Execution Venue. (see **sub-section 4.5** for further details).

d) The Bank reviews its Best Execution Policy at least annually or in case of any material change that affects the Bank’s ability to continue obtaining the best possible result for its Clients. Such material changes are significant events that could impact the Execution Factors, in particular

Total Consideration, and include, but are not limited to:

- Changes in the applicable regulatory framework;
- Significant changes to the Bank's organizational setup that could impact its ability to achieve the best possible result for the Clients on a consistent basis;
- The Bank's best execution monitoring processes show an inability to achieve the best possible result for the Clients on a consistent basis.

The Client will be informed of any material changes to the Best Execution Policy which will be published on the Bank's website <https://www.credit-suisse.com/lu/en/private-banking/best-execution.html>

e) The Bank has implemented procedures that enable it to demonstrate to the Client upon his/her/its request that Orders have been executed in line with the Bank's Best Execution Policy or in line with (a) Specific Instruction(s) (see definition in **sub-section 4.7**) received from the Client.

#### **4.3 Roles of the Bank when transmitting or executing Orders**

a) Depending on the financial instrument, the Bank either executes Orders itself or transmits Orders to an Intermediary for execution (including entities belonging to the Credit Suisse Group of companies).

b) Where the Bank has direct access to an Execution Venue, depending on the financial instrument, it may execute Orders on an Execution Venue itself.

c) Even in cases where the Bank has a direct access to an Execution Venue it may decide, depending on the financial instrument, to transmit the Order to an Intermediary for the execution of Orders.

d) Where the Bank has no direct access to an Execution Venue, it transmits Orders to an Intermediary who in turn executes such Orders in its own name on an Execution Venue.

e) When using an Intermediary, the Bank's main responsibility is the proper selection and monitoring of the Intermediary.

f) Where the Bank executes an Order itself, the Bank's main responsibility is to select the Execution Venue.

g) Whatever role the Bank assumes, it must take all sufficient steps to obtain, on a consistent

basis, the best possible result when selecting an Intermediary or an Execution Venue for the execution of Client Orders.

#### **4.4 Execution Factors and Criteria of Order Execution**

a) In order to fulfill its duty of best execution, the Bank takes all sufficient steps to obtain, when executing Orders, the best possible result for the Client. In this regard, the Bank takes into account the following **Execution Factors**:

- Price of financial instruments;
- Costs related to the execution of the Order;
- Speed of execution;
- Likelihood of execution;
- Speed of settlement;
- Likelihood of settlement;
- Size of the Order;
- Nature of the Order;
- any other consideration relating to the execution of the Order.

b) In order to determine the relative importance of the abovementioned Execution Factors, the Bank also considers the characteristics of the Order or the Client, the financial instrument in question as well as the Intermediary or Execution Venue(s) such Order could be directed to.

c) For Private Clients MiFID requires the best possible result primarily to be defined in terms of the **Total Consideration**. The Total Consideration is composed of the execution price of the financial instrument and of all costs directly related to the execution of it. The cost of a transaction includes brokerage, clearing and exchange fees, as well as settlement costs and other third party fees.

The Bank has determined that the best possible result for Clients, in terms of Total Consideration is generally obtained on Execution Venues that combine the highest liquidity and the smallest bid-ask spread for one financial product.

Other Execution Factors such as speed and likelihood of settlement, size, nature or any other consideration relevant to the execution are only considered in so far they are instrumental in realizing the best possible result in terms of the Total Consideration.

Although the Bank takes all sufficient steps to achieve the best possible result under the circumstances for the Client, taking into account the abovementioned Execution Factors, the Bank cannot guarantee that the price obtained by the Bank will always be the best

price available in the market at that point in time, in particular due to market conditions, market liquidity, price gaps or other circumstances.

d) While MiFID allows to determine the best possible result differently for Professional Clients compared to Private Clients, the Bank has chosen to also apply the Total Consideration as determining element for the best possible result also for Professional Clients. Should the Bank introduce a different relative importance of the Execution Factors for determining the best possible result for Professional Clients, the latter would be informed accordingly.

e) The fact that entities belonging to the Credit Suisse Group of companies are used as Intermediaries, does not result in higher transaction costs for the Client as would be the case if the Bank used third party intermediaries.

#### **4.5 Reception and Transmission of Orders**

a) The selection of Intermediaries may have an impact on price and cost of the execution, thus on Total Consideration. Therefore, the Execution Factor Total Consideration is an important element in the Intermediary selection process.

b) The Bank selects Intermediaries that combine high quality service standards with effective best execution arrangements in order to obtain best execution on a consistent basis. The following specific criteria are used during the selection in descending order of importance:

- Access to relevant Execution Venues or other Intermediaries;
- Capacity to deliver the best possible result on a consistent basis and monitor best execution, with focus on Total Consideration;
- Reliability of execution and settlement processes;
- Technology, infrastructure and support services.

c) The Bank uses Intermediaries for the following product classes:

- Equities, including shares in ETFs;
- Bonds;
- Traditional Funds;
- Non-Traditional Investment Products, including Alternative Funds (for all Clients other than investment fund Clients);
- Listed Derivatives;
- Certificates and structured products (where the counterparty does not form part of the

Credit Suisse Group of companies in primary market Orders and for all secondary market Orders);

- Primary market (Initial Public Offering).

d) For equities, including shares in ETFs, the Bank systematically chooses as Intermediary another entity of the Credit Suisse Group of companies (as further specified in Appendix 2) which executes the Client Order through a “smart order router” tool which is designed to access liquidity from different Trading Venues. This may imply that a Client Order is split and executed on multiple Trading Venues.

If a single Trading Venue is specified by the Client, the Order is executed directly on the specified Trading Venue according to the Client’s Specific Instruction (as defined in sub-section 4.7). If the Trading Venue is not specified, the “smart order router” tool will direct the order to Trading Venue(s) in accordance with the Execution Factors and Criteria set out in sub-section 4.4.

e) For bonds, structured products and certificates, the Bank occasionally chooses an Intermediary if access to an appropriate Execution Venue is not given or if a more favorable Total Consideration can be obtained when transmitting such Orders to an Intermediary for execution.

The Bank’s main Intermediaries are listed in **Appendix 2** of this Client Information Booklet. The Client will be informed of changes to this list which will be published on the Bank’s website.

#### **4.6 Execution of Orders**

a) Where the Bank directly accesses an Execution Venue, the choice of the Execution Venue may have a direct impact on both price and costs of the execution, thus on the Total Consideration.

b) The Bank selects Execution Venues based on the following specific criteria in descending order of importance:

- Liquidity and smallest bid-ask spread;
- Compliance with regulatory requirements such as transparency rules;
- Technology, infrastructure and support services.

c) The Bank has direct access to Execution Venues in terms of the following product classes:

- Bonds;
- Non-Traditional Investment Products, including Alternative Funds (for investment fund Clients only);



- OTC Derivatives;
- Certificates and structured products (where an entity of the Credit Suisse Group of companies, as further specified in Appendix 2, is the counterparty for primary market Orders);
- Securities lending transactions.

#### 1. Bonds

##### a) Secondary Market

For the purpose of executing bonds, the Bank is a member of Bloomberg MTF. This Execution Venue membership offers access to a large liquidity pool of bond market makers and liquidity providers. In a request for quote process the Bank selects the market maker or liquidity provider offering the lowest price and costs directly or indirectly related to the execution. Client orders relating to bonds are always executed via Bloomberg MTF where at least one liquidity provider offers a quote.

##### b) New Issues

The Bank places the Orders with the relevant counterparty acting as bookrunner for the issuer, as the bookrunner is the only available counterparty to execute the Order.

2. Non-Traditional Investment Products, including Alternative Funds (for investment fund Clients only), OTC Derivatives, Certificates and Structured Products (where an entity of the Credit Suisse Group of companies, as further specified in Appendix 2, is the counterparty).

For these types of products the Bank deals directly with the issuer, as execution via the issuer consistently results in a more favorable Total Consideration and a higher likelihood of execution. The Bank will check the fairness of the price proposed to the Client by gathering market data used in the estimation of the price and, where possible, by comparing with similar or comparable products.

#### 3. Principal securities lending

Securities lending is the temporary transfer of financial instruments from the Client as a lender to the Bank as borrower. The securities lending transactions are entered into by the Client and the Bank on a bilateral basis. When borrowing securities from the Client, the Bank acts in a principal capacity, not as agent on behalf of the Client. The Bank considers that best execution is not owed for principal securities lending, since the Bank is the counterparty to the securities lending transactions and does not, as in the case of agency securities lending, act as agent for the Client who wishes to lend its securities to borrowing counterparties in the market under agreements that the Client is a party to as principal with those other counterparties, but not with the Bank.

The Bank's main Execution Venues are listed in **Appendix 3** of this Client Information Booklet. The Client will be informed of changes to this list which will be published on the Bank's website.

On a regular basis the Bank monitors the effectiveness of its best execution policy, and in particular the execution quality of the entities involved and, where appropriate corrects any deficiencies.

#### 4.7 Specific Client Instructions

a) Where the Client's Order contains (a) **Specific Instruction(s)**, be it with regard to the Execution Venue or the Order type, the Bank will, to the extent possible, carry out the Order in accordance with such Specific Instruction(s). For all other aspects of the Order which are not specified by the Client, the Bank will follow its Best Execution Policy.

**The Client should take note that placing Orders with Specific Instructions may prevent the Bank from taking the steps that it has designed and implemented in its Best Execution Policy to obtain the best possible result for the execution of the Orders with respect to those aspects covered by such Specific Instruction(s) and hence result in an overall execution result which is less satisfactory compared to the execution result that would have been achieved in the absence of such Specific Instruction(s).**

b) In the absence of any Specific Instruction, the Bank shall carry out the Order according to its Best Execution Policy.

c) The following standard Order types are not considered as Specific Instructions:

- Market Orders;
- Limit Orders;
- Stop-loss Orders.

#### 4.8 Explicit Client Consent when trading outside a Trading Venue

The Bank's Best Execution Policy provides for the possibility that Orders may be executed outside a Trading Venue. Indeed, the Bank, or the selected Intermediary may decide, on an individual Order basis, that the best possible result can be obtained outside such Trading Venue. The Client should be aware that a so called counterparty risk may occur in case the Order is executed outside a Trading Venue. Counterparty risk refers to an event where the counterparty to a transaction fails to honor its obligations resulting from such transaction e.g. by failing to pay for the delivered financial instruments.

Upon request, the Client will receive additional information about the consequences of this means of execution.

**For executing Orders outside a Trading Venue, the Bank needs the Client's prior express consent.** The Client should note that the Bank will not be able to execute Orders outside a Trading Venue until it has received the Client's consent.

#### **4.9 Top 5 Execution Venues/ Intermediaries reporting**

a) To provide detailed and insightful information on the execution results and quality achieved, the Bank annually reports the Top 5 Execution Venues/Intermediaries in terms of execution volume. Furthermore, information on the execution quality obtained is provided.

b) Information is provided by asset class in separate reports for Private and Professional Clients made available on the Bank's website (see link in **sub-section 4.2 d.**) the latest by the end of April of each year covering the previous calendar year.

#### **4.10 Order Handling by the Bank**

a) The Bank has implemented procedures and arrangements which provide for the prompt, fair and expeditious execution of Orders, relative to other Orders or trading interests of the Bank.

b) The Bank executes Orders promptly and fairly. The Client is informed of any material difficulty relevant to the proper carrying out of his/her/its Order as soon as practically possible.

c) Comparable Orders are executed sequentially in accordance with their time of receipt unless the characteristics of an Order or the prevailing market conditions make this impossible or impractical.

d) The Bank may aggregate single Orders relating to a specific Client with Orders relating to other Clients in the context of discretionary portfolio management and/or initial public offerings only. Such aggregation is only performed when it is unlikely that it will work overall to the disadvantage of any Client whose order is to be aggregated. However, in relation to a particular Order such disadvantage for a Client cannot be excluded. In case of a partial execution of an aggregated order (e.g. due to a lack of market liquidity), the Bank will allocate the related trades on a pro-rata basis to the Clients whose Orders have been aggregated, unless such allocation on a pro-rata basis is not possible due to minimum trading denomination requirements defined by the issuer. In the latter case, the Bank will allocate the relevant trades on a pro-rata basis to those Clients whose Orders

meet these minimum trading denomination requirements.

### **4.11 Glossary**

#### **Bid-ask-spread**

The bid is an offer made by an investor, a trader or a dealer to buy a security. The bid will stipulate both the price at which the buyer is willing to purchase the security and the quantity to be purchased. Ask is the opposite of bid, i.e. the price for which a seller is willing to sell a security. The terms "bid" and "ask" are used in most financial markets covering equities, bonds, currencies and derivatives.

The spread is the amount by which the ask price exceeds the bid. For example, if the bid price is USD 20 and the ask price is USD 21 then the "bid-ask spread" is USD 1.

#### **Execution Venue**

A regulated market, multilateral trading facility, organized trading facility, systematic internaliser or a market maker or liquidity provider, or an entity that performs a similar function in a third country to the functions performed by any of the foregoing.

#### **Intermediary**

A company to which the Bank transmits Orders for execution and which either executes the Order received from the Bank on an Execution Venue or transmits the Order received from the Bank to another Intermediary for execution.

#### **Liquidity/liquidity provider**

The degree to which an asset or security can be bought or sold in the market without affecting the asset's price. Liquidity is characterized by a high level of trading activity. A liquidity provider is a sizable holder of a given security or facilitates the trading of the security. Liquidity providers ideally bring greater price stability and distribute securities to both retail and institutional investors.

#### **Market Maker**

Entity/person who holds itself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against its proprietary capital at prices defined by that entity/person.

#### **Multilateral Trading Facility (MTF)**

A multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with Title II of the MiFID.

**Organized Trading Facility (OTF)**

A multilateral system which is not a regulated market or a multilateral trading facility and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with Title II of MiFID.

**Regulated market (RM)**

A multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized and functions regularly and in accordance with Title III of the MiFID.

**Systematic Internaliser**

An investment firm which, on an organized, frequent, systematic and substantial basis, deals on own account when executing client Orders outside a RM, an MTF or an OTF without operating a multilateral system.

**Trading Venue**

A regulated market, a multilateral trading facility or an organized trading facility.

# 5. Safeguarding of Client Assets

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## 5.1 Financial Instruments

The financial instruments held in a Client's safekeeping account with the Bank shall be duly segregated from the financial instruments belonging to the Bank and from those of other Clients of the Bank.

In accordance with the Bank's GTC, the Bank has a right of lien over these financial instruments which secures its present and future claims against the Client arising from the business relationship, as well as, a netting right which allows the Bank, to the extent permitted by law, to net the Client's liabilities towards the Bank with the financial instruments held on the Client's safekeeping account.

In general, the Bank shall deposit the financial instruments in its own name with a professional custodian of financial instruments or a clearing house ("**Custodian**"). In principle, the custody agreements entered into by the Bank with the relevant Custodian are subject to the law of the country where the Custodian has its office.

In accordance with the legal requirements, the Bank shall maintain separate accounts with its Custodians: one account for all financial instruments of its Clients, and one account for its own financial instruments. In certain countries outside the European Union ("**EU**"), it may be the case that a separation between the Clients' financial instruments and those of the Bank is impossible for legal or practical reasons. A list of Custodians concerned will be issued to the Client upon request.

In the event that the Bank becomes insolvent, the law stipulates that the financial instruments deposited by Clients with the Bank are protected and are not included in the Bank's assets. However, insolvency proceedings may delay the transfer of the financial instruments in favor of the Client.

If, in connection with insolvency proceedings of this sort, adequate financial instruments are not

available in respect of one specific financial instrument, the Clients whose portfolios contain this financial instrument shall bear the loss proportionately, unless the loss can be covered by financial instruments of the same sort belonging to the Bank.

Furthermore, in this case, the protective mechanism of the investor compensation scheme in accordance with Luxembourg law shall come into effect. Section 5.3 contains more detailed information in this respect.

If a Custodian is subject to insolvency proceedings, the law in many countries also stipulates that the financial instruments deposited with the Custodian by the Bank are basically protected and are not included in the assets forming part of the insolvency estate, notwithstanding any delays in transfer as mentioned above and the risk of an inadequate number of available financial instruments.

In a limited number of countries outside the EU, it may nevertheless be the case that financial instruments deposited with the Custodian are included in the insolvency proceedings and that the depositor has no special right to their return. If financial instruments are in the custody of a prime broker, especially (but not exclusively) in connection with hedge fund transactions, this risk may also exist regardless of the location of the registered office of the prime broker in question.

In the case described in the preceding paragraph or in a case where the Bank for whatever reason only obtains the return from the Custodian of a number of financial instruments in a particular category which is not adequate to meet Clients' claims to these financial instruments, these Clients shall bear the loss proportionately on the basis of the number of financial instruments in this category deposited by each of them.

In certain countries, some or all Custodians have a collateral right, a right of lien or a right of netting in relation to the financial instruments deposited with them, or they may benefit from conditions of deposit which provide for the division of the loss in the event of default by their own Custodian. This can lead to situations where the Bank cannot obtain the return of sufficient financial instruments to meet its Clients' claims. The rule stated in the preceding paragraph, pursuant to which the loss shall be borne proportionately, shall apply in this case.

## 5.2 Funds

All funds, in any currency whatsoever, which the Client deposits with the Bank, are transferred to the Bank's assets. In the event that the Bank is subject to insolvency proceedings, there is a risk that Clients may lose some or all of their deposited funds, which (unlike financial instruments) are included in the insolvency proceedings. In this case the protective mechanism of the deposit guarantee scheme in accordance with Luxembourg law comes into effect. Section 5.3 contains more detailed information in this respect.

## 5.3 The deposit guarantee and investor compensation schemes in Luxembourg

The Bank is a member of the Luxembourg deposit guarantee scheme: Fonds de garantie des dépôts Luxembourg ("FGDL").

In the event of insolvency, cash deposits of depositors are protected by guaranteeing the reimbursement up to an aggregate amount of EUR 100,000.- (deposit guarantee). Liabilities of the Client towards the Bank shall be taken into account when calculating the repayable amount under the Luxembourg deposit guarantee scheme to the extent a set-off is possible under the statutory and contractual provisions governing the business relationship between the Bank and the Client. The deposit guarantee covers both natural persons and companies. **Appendix 4** "Depositor Information Template" to this Client Information Booklet contains more detailed information on the deposit guarantee, applicable exclusions from the deposit guarantee and circumstances under which temporarily higher coverage limits may apply. Information can also be found on the website of the deposit guarantee scheme indicated in **Appendix 4**.

Furthermore, the Luxembourg investor compensation scheme *Système d'indemnisation des investisseurs Luxembourg* ("SIIL") protects investors by guaranteeing the reimbursement of their claims arising out of investment transactions up to the amount of EUR 20,000.- (investor compensation) in case the Bank is unable to refund the investors with the funds owed to the Client or owned by the latter and held on his/her/its behalf by the Bank within the context of investment operations or in case the Bank is unable to return to the Client financial instruments owned by the Client but held, administered or managed by the Bank. As any Client retains the ownership of the financial instruments held by him/her/it with the Bank, such financial instruments will not form part of the estate of the Bank and can thus be claimed directly by the Client.

The investor compensation covers natural persons and companies governed by Luxembourg law or by the law of another Member State of the EU whose size is such that they are authorized to establish an abridged balance sheet pursuant to applicable Luxembourg law, as well as those of comparable size governed by the law of another Member State of the EU.

No claim in respect of a single amount is eligible for double compensation under both the FGDL and the SIIL.

Additional information will be made available upon request.

# 6. Cost information

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## 6.1 General Information

Information on costs and charges for the Bank's investment services are indicated in the Bank's Table of Fees and Commissions, as amended by the Bank from time to time. The Table of Fees and Commissions is also available under the following link: <https://www.credit-suisse.com/lu/en/private-banking.html>.

Where applicable, Clients will receive reports on the costs and charges relating to their holdings in financial instruments and the investment and ancillary services received beforehand (costs and charges estimate) as well as subsequently in an aggregated manner (annual costs and charges report). Upon request, the Bank will provide a more detailed breakdown of costs and charges (itemized costs and charges report).

Inducements received and retained are part of the total costs and charges disclosed in the relevant cost and charges reports.

The costs and charges information also allows the Client to understand the effect on return of the investment. Costs and charges may reduce the return of the investment.

## 6.2 Prior ("ex ante") Cost Information

The following information is relevant for the prior cost and charges information (costs and charges estimate), where applicable.

Unless otherwise agreed, the Bank discloses costs and charges prior to an investment decision following investment advice provided by the Bank or prior to concluding a discretionary mandate, taking into account the Client's classification.

For the calculation and disclosure of costs and charges, the Bank uses data available at that point in time or earlier. Real time data may differ from the valuation contained in the prior costs and charges information.

It is possible that additional fees are included in the price charged for the service or the financial product, e.g. spread (amount by which the ask price exceeds the bid). Entry costs are only charged once.

Other costs and charges which apply independently of any investment advice or discretionary mandate, e.g. administration fees and other fees in connection with the safekeeping account management, are not disclosed separately, not even partially, and are contained in the Bank's Table of Fees and Commissions.

It is possible that prior costs and charges information is calculated based on a reference investment amount and does not account for exceptional circumstances (e.g. subscription rights are exercised). Under such circumstances, the actual amount of capital invested may differ from the valuation, meaning that the actual costs and charges incurred may also differ.

In addition, cost information is provided in the respective KID, where available. The KID shows the Client the financial instrument costs included in the overall costs. The costs not shown in the KID consist of service costs which are disclosed in the costs and charges estimate.

## 6.3 Subsequent ("ex post") Cost Information

The Client will receive subsequent cost information (annual costs and charges report) on actual costs and charges which have been charged on an annual basis.

The calculation of the percentage figures contained in such report is based on the average invested capital over the reporting period. It is possible, that under certain circumstances estimated values are disclosed (e.g. if the calculation is based on monthly values).

Other costs, e.g. administration fees and other fees in connection with safekeeping account management, might be aggregated in the aggregate amount of costs and charges and are not disclosed separately.

If there are changes in the reference currency during the reporting period, the subsequent costs and charges information will be calculated and disclosed based on the latest available reference currency of the reporting period.

The Bank calculates the report based on data as of the cut-off date for the report and does not update the report figures after cut-off date.

# 7. Valuation and Reports to Clients

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## 7.1 Valuation

The Bank evaluates the financial instruments in Clients' portfolios on a daily basis, on each **Bank Business Day** (as defined in the GTC). This valuation is based on the closing prices of the relevant main market, generally supplied by reliable data providers such as SIX Financial Information AG, Zurich, (shares, bonds, option warrants, options, certificates), or on official net asset values (e.g. alternative investment instruments), if available. If no actual trading price exists, the financial instruments are valued based on historical market values within a specific period of time; the period of time that applies varies depending on the financial instrument; older values might not be taken into account. A different price is disclosed separately.

Specific valuations apply for the following:

- Futures positions are valued on a daily basis at the respective closing prices of the previous Bank Business Day. On this basis, the variation margin (i.e., the unrealized gain or loss) of each Client is recalculated daily and credited to the individual marginal account.
- Generally illiquid financial instruments are mostly shown in the portfolio at their redemption price.

Where foreign currency deposits are held in the Clients' portfolios, the foreign currency rates are denominated in the reference currency agreed with the Client. The respective exchange rate of the previous Bank Business Day is applied.

In the event that the Standard Investment Report contains slightly different information on valuation compared to the one provided in this Client Information Booklet, the information contained in the Standard Investment Report takes precedence and should be relied on.

Please also refer to the following section "Reports to Clients" for further details.

## 7.2 Reports to Clients

The Bank provides the Client with a transparent overview of his/her/its assets and funds with the Bank as well as with detailed information on completed transactions via regular reports. The section "Cost Information" contains information about the costs and charges reporting.

Some of the information and figures included in the reports are provided by third parties. Although these sources are considered reliable, the Bank accepts no responsibility for the quality, accuracy or completeness of such information and figures.

### 7.2.1 Trade Confirmation

Unless otherwise agreed, the Client receives for each transaction in financial instruments a trade confirmation. The trade confirmation also contains information on the costs of a transaction. Further details on the costs of a transaction can be found in the annual costs and charges report.

### 7.2.2 Quarterly Holding Report/ Portfolio Management Report

Clients who hold financial instruments and/or funds or have their portfolio managed by the Bank will receive reports on their portfolio (including cash) or financial instruments, on a regular basis. The **Holding Reports and the Portfolio Management Reports** will be provided on a quarterly basis. If the Client wishes to receive such reports more frequently, he/she/it may contact the Relationship Manager who can inform the Client about applicable costs for this service, if any.

### 7.2.3 Suitability Report

Section 1.3.3 contains information about the suitability report and the "Advisory Minutes" document.

### 7.2.4 Loss Threshold Report

Clients to whom the Bank provides portfolio management services will be informed as soon as their portfolio's value has decreased by 10%



or multiples thereof (“Loss Threshold Report”). In addition, Private Clients who are not provided with portfolio management services by the Bank also receive a Loss Threshold Report as soon as their portfolio’s value has decreased by 10% or multiples thereof.

For the purposes of such Loss Threshold Report and the related performance calculation, the current value of the portfolio is compared against the value reflected in the latest report on the Client’s portfolio. The base from which the performance calculation is carried out is thus updated on a periodic basis. The update takes place with creation of the Holding Report or Portfolio Management Report, as referred to in section 7.2.2 above. Updates to the basis of the performance calculation will take place quarterly, unless a higher frequency is required.

Performance is calculated daily (Bank Business Days only) and communicated, where applicable, the next Bank Business Day.

The Bank will notify a Client of a value decrease exceeding 10% on the basis of data after overnight reconciliation the same Bank Business Day, in accordance with legal and regulatory requirements. As these data are not necessarily reliable and partly subject to corrections, a second Loss Threshold Report will be issued on the basis of confirmed data two Bank Business Days later, unless on the basis of the confirmed data the value decrease does not exceed 10% in which case no second Loss Threshold Report is issued.

As generally stated above, in some cases the Bank depends on data provided by third parties for calculations. Although only reliable sources of market data are used, errors or delays can occur. In case of incorrect or delayed data the Bank may not be able to provide the Loss Threshold Report in time, or at all. The Bank cannot take responsibility for data provided by third parties. In case of errors, reports correcting these will not be issued.

If the same threshold is exceeded multiple times within the same reporting period, the Client will be notified in the first instance of the decrease being detected, and thereafter only if the decrease exceeds multiples of 10%.

Communication will take place using the channel agreed with the Bank. Should non-electronic communication be preferred, receipt of the Loss Threshold Report may be slower than if electronic output had been used. The Client may discuss switching to electronic output with his/her/its Relationship Manager.

# 8. Client Complaints

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The Bank aims to ensure complete client satisfaction. In that optic, the Bank has implemented processes to ensure an adequate handling of client complaints.

In the event that the Client is not entirely satisfied with the service provided, the Bank would like to hear from the Client at the earliest, and where possible, will take steps to prevent the problem from re-occurring. In any case, the Bank will aim to put matters right as soon as possible.

The normal processing time for complaints is set to 10 Bank Business Days unless a longer period is justified by the complexity of the request and the required investigations. Therefore, an answer to the Client shall be provided within the aforementioned time limit. Should this not be possible, the Client will be informed.

## **How to submit a complaint**

In order to submit a complaint to the Bank, the Client may contact his/her/its Relationship Manager or normal day-to-day contact, by telephone, email, fax or letter.

The Client is encouraged to submit a complaint via a website, as the complaint will be automatically transmitted to the Bank. The link is available on the Bank's website: <https://www.credit-suisse.com/lu/en/private-banking/become-a-client.html>.

The Client may also send a complaint in writing directly to the Bank:

CREDIT SUISSE (LUXEMBOURG) S.A.  
5, Rue Jean Monnet,  
L-2180 Luxembourg  
Grand Duchy of Luxembourg  
Phone: +352 43 61 61 1

Further information is available under the following link: <https://www.credit-suisse.com/lu/en/private-banking/become-a-client.html>.

The Client may contact the CSSF for the purposes of the Client's complaint at any time, and in particular if the Client has not obtained any response within the provided time limit or if the Client and the Bank were unable to reach an agreement on the resolution of the complaint. The CSSF contact details are:

Commission de Surveillance du Secteur  
Financier (CSSF)  
283, Route d'Arlon,  
L-1150 Luxembourg,  
Grand Duchy of Luxembourg  
Phone: +352 26 25 11

The procedure as well as all relevant information can be found on the website of the CSSF: <http://www.cssf.lu/en/consumer/complaints/>

# 9. Data Protection Information

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With the following information, we would like to give an overview of how we will process Your Data (as defined below) and of Your rights according to data protection laws and regulations. The details on what data will be processed and which method will be used depend significantly on the services applied for or agreed upon.

“You” and “Your” as used in this information refers to individuals (*and/or legal entities for the purpose of professional/banking secrecy only*):

- who themselves are our Clients; or
- who are involved in the business relationship, as the case may be, such as authorized representatives, persons holding a power of attorney, beneficial owners, if different from the Client, any natural person who exercises control over an entity (control is generally exercised by any natural person who ultimately has a controlling ownership interest in an entity, “**Controlling Person**”) and any person for the benefit of which the Client is holding an account as agent, nominee or similar (account holder for automatic exchange of information purposes, “**AEI Account Holder**”), (each an “**Affected Person**”); or
- with whom we come into contact, or in respect of whom we obtain personal data, in the usual course of dealings with You, our service providers, and our other business counterparties or transaction participants, which may include, without limitation, employees, directors, officers, beneficial owners and other personnel of such clients, service providers, business counterparties or transaction participants, in all cases outside the Credit Suisse Group (as applicable to You, “**Your Organization**”).

“**Data Protection Legislation**” means any law and/or regulation (including guidance and codes of practice issued by authorized data protection regulators) which is applicable to the processing

of Your personal data by us, and which shall include, but is not limited to the EU General Data Protection Regulation (2016/679) (“GDPR”) and applicable EU member states’ national legislation amending and/or supplementing the GDPR.

## 9.1 Who Is Responsible For Data Processing and How Can You Contact Them?

The Data controller (hereinafter referred to as “**we**” or “the **Bank**”) is:

CREDIT SUISSE (LUXEMBOURG) S.A.  
5, rue Jean Monnet  
L-2180 Luxembourg  
Grand Duchy of Luxembourg  
Phone: +352 46 00 11-1  
Fax: +352 46 32 70

In case of any questions or requests concerning Your Personal Data (as defined below), You may contact either:

CREDIT SUISSE (LUXEMBOURG) S.A.  
Data Protection Office Representative  
5, rue Jean Monnet  
L-2180 Luxembourg  
Grand Duchy of Luxembourg  
Phone: +3520 46 00 11-1  
Email: [luxembourg.data-protection@credit-suisse.com](mailto:luxembourg.data-protection@credit-suisse.com)

or

CREDIT SUISSE SERVICES AG, LONDON BRANCH  
Credit Suisse Group Data Protection Officer  
Five Canada Square  
London E14 5AQ  
Great Britain  
Phone: +44 20 7888 8888  
Email: [data-protection@credit-suisse.com](mailto:data-protection@credit-suisse.com),

(hereinafter referred to as “**Data Protection Office**”)

## 9.2 What Sources and Data Do We Use?

### Data from You:

We process **Personal Data** (also referred to as **"Data"**) about You, as defined below, that we obtain from You in the context of our business relationship with You (as applicable). We do this in order to facilitate, enable and/or maintain that relationship and/or to provide services to You or for other reasons specified below. In addition, in carrying on our business relationship with You, information may be collected about You by other means (e.g. recording of telephone calls, email communication journaling). In these circumstances, the information is not accessed on a continuous or routine basis.

### Data from other sources:

We also process personal data about You that we obtain from publicly accessible sources (e.g. commercial registers, press including trade press or paid for content, publicly available websites and other publicly available sources of information such as sanctions lists or lists of directors disqualifications) or that is legitimately transferred to us by other companies in the Credit Suisse Group or from other third parties. These may include third parties not related to You, such as settlement service providers, central securities depositories, exchanges, central clearing counterparties and other similar entities, databases, and third party service providers such as professional advisers, insurers and risk consulting firms.

### Types of personal data:

The types of personal data we process may include, without limitation:

- identification details relating to You (*name/company name, date and place of birth/date and place of incorporation, nationality, gender, domicile/registered office*)
- contact details, including private and/or business phone numbers, postal and email addresses
- identification data such as passports, *bylaws and extract of commercial register*, National Insurance or Social Security numbers, driving license, ID cards, property register identification, social network user names, customer identifiers (CIF, IBAN/BIC), relationship identifiers (e.g. client segment and account currency), photographs
- authentication data such as sample signatures
- marital status, name of spouse, number of children (if applicable)
- tax status (e.g. tax ID)
- order data (e.g. payment data and account information)

- data from the fulfilment of our contractual obligations
- information about Your financial situation (e.g. source of wealth, incomes, benefits, mortgage information, shareholdings)
- video surveillance and telephone/audio recordings
- data relating to criminal convictions and offences (including excerpts of criminal register)
- data related to designation of Your status as a politically exposed person (PEP) and related information
- marketing and sales data (e.g. customer relationship documentation)
- data relating to Your habits and preferences
- dietary and access requirements (e.g. for event organization purposes)
- data from Your interactions with us, our branches, our internet websites, our apps, our social media pages, meetings, calls, chats, emails, interviews and phone conversations
- documentation data (e.g. file notes or meeting minutes from a consultation, client needs and product usage)
- data relating to Your current and past professional roles and employment, and education (e.g. corporate title, membership of professional associations or bodies, career histories or biographies, job function, knowledge and experience in investment matters, qualifications and skills)
- other data similar to the broad categories mentioned above

(**"Personal Data"** or **"Data"**).

**"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### 9.3 What Do We Process Your Personal Data for (Purpose of Processing) and On What Legal Basis?

We process Personal Data in accordance with the provisions of the Data Protection Legislation on the following legal grounds:

#### a) if processing of Personal Data is necessary for the fulfilment of contractual obligations

We may process Your Personal Data in order to **maintain our business relationship with You in accordance with our legal agreement(s) with You**. Such processing may take place in order to carry out obligations or exercise rights we may have pursuant to the legal agreement(s) with You, to take steps necessary in order to conclude a legal agreement with You or to take other steps at Your or Your representative's request prior to entering into a legal agreement with You. If You are our client, the level and nature of processing of Your Personal Data that we may carry out pursuant to this paragraph will likely depend on the specific product or service to be provided to You (and can include needs assessments and other assessments to provide advice and support to You, as well as to carry out transactions contemplated in, or necessary to fulfil, such legal agreement).

You may find further details about the purposes of Data processing in the relevant contractual documents and/or the GTC.

#### b) Due to legal obligations

We are subject to various **legal and regulatory obligations**, including without limitation prudential and conduct regulation of banks, as applicable, regulation of financial markets, compliance with any court orders, investor protection regulations, securities regulations, laws relating to money laundering, terrorist financing, sanctions and any tax laws.

The purposes of processing may include, without limitation:

- identity checks, fraud and financial crime and market abuse prevention or detection. If fraud is detected, certain services may be refused.
- fulfilling control and reporting obligations under applicable financial regulations including securities regulations
- fulfilling requirements related to our licenses and regulatory permissions
- complying with investor protection or conduct of business regulation (such as carrying out suitability or appropriateness assessments)
- complying with regulatory record keeping obligations

- complying with regulatory obligations in relation to measuring and managing risks within the Credit Suisse Group.

#### c) For purposes of legitimate interests

We may process Your Personal Data for the purposes of the **legitimate interests** pursued by the Bank, Branches of the Bank or a third party, for example in:

- developing, deploying and supporting our products and services
- developing and furthering our business and business relationships, and keeping our clients and other stakeholders satisfied
- protecting our businesses and the integrity of the financial markets
- assessing, managing and reporting risk efficiently and effectively
- securing our systems, assets, infrastructure and premises
- exercising and defending our legal rights and position anywhere in the world
- complying with legal and regulatory obligations and cooperating with regulatory, judicial and other authorities and bodies around the world
- supporting other Credit Suisse companies in pursuing the above interests.

The purposes for which we may process Your Personal Data (in connection with the above interests) include the following without limitation:

- carrying on business relationships with clients and other parties
- providing services to clients
- performing obligations and exercising rights under and otherwise carrying out contracts, or taking pre-contractual measures with You or a third party
- management of the businesses and further development of services and products
- reviewing and optimizing procedures for needs assessment for the purpose of direct client discussions
- marketing or market and opinion research
- obtaining personal data from publicly available sources for client acquisition/review purposes
- compliance with licensing, permission and/or licensing exemption requirements and regulatory requests or guidance related to such licenses, permissions or exemptions

- compliance with applicable laws, regulations and judicial orders outside Luxembourg and/or the Branch locations
- compliance with regulatory guidance, policy statements, best practice and associated policy requirements and controls in connection with the carrying on business
- facilitation of and responding to, regulatory requests and supervisory visits, and otherwise acting in open and collaborative manner with competent regulatory authorities
- prevention of and investigations related to financial crime, including fraud, financing of terrorism and money laundering, and compliance with sanctions, including know your customer (KYC) and regular politically exposed persons (PEP) screening
- asserting legal claims and defenses in legal disputes
- carrying out conflict checks
- handling client complaints
- facilitating operational actions in connection with our business relationships (e.g. processing of payments, billing)
- validating the authority of signatories (e.g. when concluding agreements and transactions)
- risk control across Credit Suisse Group
- consulting with credit rating agencies to investigate creditworthiness and credit risks where we may have an exposure to You
- securing and operating Credit Suisse Group's IT systems
- video surveillance and measures to protect the rights of an owner of premises to keep out trespassers and to provide site security (e.g. access controls)
- performance of contracts (e.g. in respect Data of Affected Persons or Your Organization's personnel).

Whenever we intend to rely on legitimate interest as the legal basis for the processing of Personal Data, we will give due consideration to Your rights and freedoms.

#### d) **As a result of Your consent**

There may be circumstances where we ask for **Your consent** to process Your Personal Data. As long as You have granted us this consent, this processing is legal on the basis of that consent. You can withdraw Your consent at any time by contacting the Data Protection Office (see section 9.1 above). Withdrawal of consent does not affect the legality of Data processed prior to withdrawal.

#### **9.4 Who receives Your Data?**

**Within the Bank**, every unit that requires Your Data will have access to it in order for the Bank to achieve purposes described in section 9.3. As regards to Clients serviced by the Branches of the Bank, the Bank processes Your Data and shares such Data with the Branches to which the Data relates and vice versa on a need to know basis. In this respect, the Bank and its respective Branch act as joint Data Controllers. As regards to the processing of Data by the Branches of the Bank please refer to **Appendix 6**, entitled **“Additional Data Protection Information relating to the Branches of CREDIT SUISSE (LUXEMBOURG) S.A.”**.

The data recipients **outside the Bank** and its Branches are hereinafter referred to as **“Data Recipients”**.

With regard to transferring Personal Data to Data Recipients, it is to be noted that, as a financial institution, we are bound by confidentiality obligations regarding all Client-related matters of which we acquire knowledge (**professional secrecy** pursuant to the section entitled “Data Protection and Professional Secrecy” of our GTC). We may pass on Personal Data only if legal provisions demand or authorize it or in case of Client consent (e.g. to process a financial transaction). Bearing in mind these requirements, please see the overview of all Data Recipients outside the Bank and the Branches of the Bank outlined in the **Appendix 5**, entitled **“List of Data Recipients”**.

#### **9.5 Will Data Be Transferred to a Third Country or an international organization?**

In certain circumstances, we may transfer Your Data to Data Recipients located in **third countries** (countries outside the European Economic Area). You understand that the data protection legislation in such third countries may not give You as much protection as the data protection legislation in the country where You are located.

For transfers to third countries which have not been determined by EU Commission as countries offering an adequate level of data protection, we will either rely on a derogation applicable to the specific situation (e.g. if the transfer is necessary to perform our contract with You such as when making an international payment), or implement standard contractual clauses approved by the EU Commission to ensure the protection of Your Personal Data.

Please contact our Data Protection Office if You would like to request to see a copy of the specific safeguards applied to the export of Your Data. Contact details are provided in section 9.3 above.

## 9.6 Use of electronic means of communication

The Bank may use any means of communication, including electronic means such as email, to share, disclose and/or transfer Personal Data in order to achieve the purposes outlined in section 9.3. For further details relating to the use of electronic means of communication please refer to the section entitled "Data Protection and Professional Secrecy" in the GTC.

## 9.7 For How Long Will Your Data Be Stored?

We will process and store Your Personal Data **for as long as it is lawful** for us to do so. It should be noted here that our business relationship is based on a long-term obligation, which is set up on the basis of periods of years.

We will normally retain Your records for a minimum of ten years to comply with legal, regulatory and contractual requirements (for example Luxembourg Commercial Code and Law of 5 April 1993 on the financial sector, as amended), unless there is a particular reason to hold the records for longer, including legal hold<sup>1</sup> requirements, which require us to keep records for an undefined period of time.

## 9.8 What Data Privacy Rights Do You Have?

In relation to Your Personal Data, and to the extent permitted under the Data Protection Legislation You have the right:

- to request access to Your Personal Data
- to request the rectification of inaccurate or incomplete Personal Data
- to request deletion of Your Personal Data
- to request the restriction of the processing of Your Personal Data
- to data portability.

In addition to the above rights, you have the **right to object** at any time to:

- the processing of Your Personal Data for direct marketing purposes, and profiling to the extent related to direct marketing and
- the processing of Your Personal Data for the reasons set out in section 9.3 c) ("legitimate interest") of this statement (including profiling for these purposes), to the extent permitted under the Data Protection Legislation.

<sup>1</sup> A legal hold is a process that an organization uses to preserve all forms of relevant information in case of pending or anticipated litigation, investigation and other legal proceedings.

To exercise any of the above rights You do not need to use a particular form but you should write to our Data Protection Office in accordance with section 9.1 of this statement. We will then assess and respond to Your request to exercise Your rights.

Please note that some of the above rights are subject to limitations in some situations, and that the exercise of the above rights may affect our ability to continue a business relationship with You.

If applicable, You also have a right to make a complaint to the competent supervisory authority.<sup>2</sup>

You may also withdraw the consent granted to us for the processing of Your Personal Data at any time by contacting the Data Protection Office (see section 9.1 above). Please also see section 9.3 d) for further details on consent.

## 9.9 Are You Obligated to Provide Data?

In the context of our business relationship, You may need to provide certain Personal Data that is required for accepting and carrying out a business relationship, fulfilling contractual obligations or that we are legally obliged to collect. **Without this Data, we may not be in a position to enter into a legal agreement, provide services, or initiate or maintain a business relationship.** For example, anti-money laundering regulations may require us to identify You on the basis of Your identification documents before establishing a business relationship and to collect and put on record name, place and date of birth, nationality, address and identification details for this purpose. In order for us to be able to comply with these statutory obligations, You must provide us with the necessary information and documents in accordance with such regulations, and to immediately disclose any changes over the course of the business relationship. If You do not provide us with the necessary information and documents, we cannot enter into or continue the business relationship You require.

## 9.10 To What Extent Is There Automated Decision-Making?

In establishing and carrying out a business relationship, we generally do not use any fully automated decision-making pursuant to the Data Protection Legislation. If we use this procedure in individual cases, we will inform You of this separately, provided this is a legal requirement.

<sup>2</sup> Luxembourg data protection authority: *the Commission nationale pour la protection des données* (CNPD) (<https://cnpd.public.lu>).

### **9.11 Will Profiling Take Place?**

We process some of Your Personal Data **automatically with the goal of assessing certain personal aspects** (profiling).

For example we use profiling in the following ways:

- Due to legal and regulatory requirements, we are required to combat money laundering, terrorism financing, fraud, assess risk and offences that pose a danger to assets. Data assessments (including on payment transactions) are also carried out for this purpose. At the same time, these measures also serve to protect You.
- We may use assessment tools in order to be able to specifically notify You and advise You regarding products. These allow communications and marketing to be tailored as needed, including market and opinion research.
- We may use scoring as part of the assessment of Your creditworthiness. This calculates the probability that a Client will meet the payment obligations pursuant to the contract. This calculation may be influenced by the Client's earning capacity, expenses, pending liabilities, occupation, employer, term of employment, experience from the business relationship thus far, contractual repayment of previous credits, and information from credit information offices, for instance. Scoring is based on a mathematically and statistically recognized and established process. The calculated scores help us to make decisions in the context of product sales and are incorporated into ongoing risk management.

### **9.12 May we collect biometric Data from You?**

Biometric data is classified as sensitive Personal Data. Therefore Your explicit consent will be required in a separate process to use Your Touch ID or other biometric identification to access certain applications.



# Apendices

## Appendix 1

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### Financial Instruments

1. Transferable securities;
2. Money-market instruments;
3. Units in collective investment undertakings;
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
5. Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
6. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF (multilateral trading facility), or an OTF (organized trading facility), except for wholesale energy products traded on an OTF that must be physically settled;
7. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
8. Derivative instruments for the transfer of credit risk;
9. Financial contracts for differences;
10. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Appendix 1, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;
11. Emission allowances consisting of any units recognized for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme).

In addition, structured deposits are not considered to be financial instruments, but most of the financial instrument related rules and requirements apply to structured deposits as well. Structured deposits are deposits that must be repaid in full at maturity, whereby the payment of interest or a premium, or the interest or premium risk, results from a formula contingent on factors such as an index, a financial instrument or combination of financial instruments, or an exchange rate or combination of exchange rates. Regarding the information provided in this Client Information Booklet, only the section on Best Execution does not apply to structured deposits, since the best execution rules only apply to financial instruments. For all other topics referred to in this Client Information Booklet, including the Order Handling by the Bank, structured deposits are treated the same way as financial instruments.

It is important to note that the Bank does not offer all the aforementioned product categories. The Client may contact the Relationship Manager if he/she/it is interested in a specific product. The Client shall note the product and service-related risks in each case.

# Appendix 2

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## List of Main Intermediaries by Financial Instrument Class

### **Intermediaries for Equities, including shares in ETFs**

Credit Suisse Securities (Europe) Ltd., Credit Suisse Securities Sociedad de Valores S.A.,  
Credit Suisse (Switzerland) Ltd.

### **Intermediaries for Bonds**

Credit Suisse (Switzerland) Ltd.

### **Intermediaries for Traditional Funds**

Credit Suisse (Switzerland) Ltd.

### **Intermediaries for Non-Traditional Investment Products, including Alternative Funds (for all Clients other than investment fund Clients)**

Credit Suisse (Switzerland) Ltd.

### **Intermediaries for Listed Derivatives**

Credit Suisse (Switzerland) Ltd.

### **Intermediaries for Certificates and Structured Products (Secondary Market)**

Credit Suisse (Switzerland) Ltd.

Intermediaries are selected by the Bank and cannot be changed at the Client's request. This list is not exhaustive. The Bank may add or remove Intermediaries as deemed appropriate in order to obtain the best possible result for the Client. This Appendix 2 is regularly reviewed and revised by the Bank. Any changes will be published on the Bank's website.

# Appendix 3

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## List of Main Execution Venues by Financial Instrument Class

### **Main Execution Venues for Bonds**

a) Secondary market  
Bloomberg Multilateral Trading Facilities

b) New issues  
Issuer

### **Main Execution Venues for Equity OTC Derivatives**

Credit Suisse AG

### **Main Execution Venues for FX OTC Derivatives**

Credit Suisse (Switzerland) Ltd.

### **Main Execution Venues for Certificates and for Structured Products**

Credit Suisse (Switzerland) Ltd.

### **Main Execution Venues for Non-Traditional Investment Products, including Alternative Funds (for investment fund Clients only)**

Issuer

This list is not exhaustive. The Bank may add or remove Execution Venues as deemed appropriate in order to obtain the best possible result for the Client. This Appendix 3 is regularly reviewed and revised by the Bank. Any changes will be published on the Bank's website.

# Appendix 4

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## Depositor Information Template

### **Depositor Information Template**

Basic information about the protection of deposit

### **Deposits in CREDIT SUISSE (LUXEMBOURG) S.A. are protected by:**

Fonds de garantie des dépôts Luxembourg<sup>1</sup>

### **Limit of protection:**

EUR 100,000 per depositor per credit institution<sup>2</sup>

### **If you have more deposits at the same credit institution:**

All your deposits at the same credit institution are “aggregated” and the total is subject to the limit of EUR 100,000<sup>2</sup>

### **If you have a joint account with other person(s):**

The limit of EUR 100 000 applies to each depositor separately<sup>3</sup>

### **Reimbursement period in case of credit institution’s failure:**

7 working days<sup>4</sup>

### **Currency of reimbursement:**

Euro

### **Contact:**

Fonds de garantie des dépôts Luxembourg  
283, route d’Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg  
Postal address: L-2860 Luxembourg, Grand Duchy of Luxembourg  
Tel. (+352) 26 25 1-1  
Fax (+352) 26 25 1-2601  
[info@fgdl.lu](mailto:info@fgdl.lu)

### **More information:**

[www.fgdl.lu](http://www.fgdl.lu)

### **Additional information**

<sup>1</sup> Scheme responsible for the protection of your deposit.

<sup>2</sup> General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum EUR 100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with EUR 90,000 and a current account with EUR 20,000, he or she will only be repaid EUR 100,000. In the cases referred to in article 171, paragraph 2 of the Law of December 18, 2015 related to the failure of credit institutions and certain investment firms, deposits are protected above EUR 100,000 and up to a maximum of EUR 2,500,000. More information can be obtained under [www.fgdl.lu](http://www.fgdl.lu).

<sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of EUR 100,000 applies to each depositor.

However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR 100,000.

<sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is the Fonds de garantie des dépôts Luxembourg (FGDL), 283, route d'Arlon, L-1150 Luxembourg, Grand Duchy of Luxembourg, Tel. (+352) 2625 1-1, Fax (+352) 2625 1-2601, info@fgdl, [www.fgdl.lu](http://www.fgdl.lu). It will repay your deposits (up to EUR 100,000) within 7 working days at the latest.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit.

Further information can be obtained under [www.fgdl.lu](http://www.fgdl.lu).

**Other important information**

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes.

Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.

# Appendix 5

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## List of Data Recipients

### 1. Introductory note

The purpose of this document is to provide a detailed overview of the disclosure of Your Data to **recipients outside the Bank (“Data Recipients”)**. This Appendix forms an integral part of the **Data Protection Information** issued by the Bank and may be updated from time to time.

### 2. Data Recipients outside the Bank

#### 2.1 Within the Credit Suisse Group

In the context of outsourcing of certain functions, to ensure an efficient servicing of our Clients, to comply with legal and/or regulatory requirements and/or to pursue legitimate interests of the Bank and/or Credit Suisse Group we will share or otherwise process Your Data with the following Credit Suisse Group entities.

The following data sharing scenarios between the Bank and Credit Suisse Group entities apply also in the context of **Branch Client Relationships** (as defined in the separate **Appendix 6, “Additional Data Protection Information relating to the Branches of CREDIT SUISSE (LUXEMBOURG) S.A.”**), in which case the relevant Credit Suisse Group entities may provide services to the Branches of the Bank indirectly, i.e. via the Bank. Nonetheless, the Branches of the Bank (as defined in the separate **Appendix 6**) may further decide, for the same purposes as outlined above, to share Personal Data directly with the relevant Credit Suisse Group entities.

#### 2.1.1 Credit Suisse AG, Credit Suisse (Switzerland) Ltd., Credit Suisse Services AG (“CREDIT SUISSE CH”)

a) Processing of Data in the context of the outsourcing of certain functions and support activities

The Bank may use the information technology (IT) platform of CREDIT SUISSE CH in Switzerland (“Swiss IT Platform”) for certain operational activities including online banking services entailing the processing of Your Data (e.g. storage) on the Swiss IT Platform.

The Bank may furthermore outsource certain operational activities related to the following purposes and/or functions to CREDIT SUISSE CH entities, such as:

- operational tasks and processes
- compliance (e.g. anti-money laundering) (including data quality assessment)
- risk assessment and/or risk management (for example credit risk management)
- reporting (e.g. Client, regulatory, management)
- internal supervision, internal investigations and audit
- marketing and client event management
- including the related use of the Swiss IT Platform.

Accordingly, dedicated persons and/or teams of or at the service of CREDIT SUISSE CH will have access to Your Data on the Swiss IT Platform as well as process such Data on a need-to-know basis. It may also be required for the Bank to provide Your Data to CS CH by other means than via the Swiss IT Platform.

Further, the Bank's email infrastructure and online banking applications are operated by CREDIT SUISSE CH. Your Data could therefore be viewed by employees of CREDIT SUISSE CH for maintenance purposes. Emails received and sent by the Bank (e.g. emails received from and sent to Clients or emails sent to Data Recipients) will, for a period not exceeding the maximum statutory safekeeping period for business correspondence, be stored in Switzerland by means of an automated procedure known as "Communication Journaling" by CREDIT SUISSE CH. Communication Journaling means that unalterable copies of emails are stored in a strictly confidential internal "Journaling Repository".

The Bank may outsource the function of the Group Data Protection Officer and related support activities to CREDIT SUISSE CH entities.

- b) Processing of Data to comply with legal/regulatory requirements and/or to pursue legitimate interests of the Bank and/or Credit Suisse Group

Your Data is furthermore processed (e.g. stored) by CREDIT SUISSE CH, to the extent required in order to enable CREDIT SUISSE CH and/or the Bank to comply with regulatory (reporting) requirements and/or for operational purposes, data quality assessment, risk assessment and/or management (e.g. credit risk), internal supervision and investigations, audit, compliance (e.g. anti-money laundering), Client event management, reporting (e.g. Client, regulatory, management) and/or IT purposes. Accordingly, dedicated persons and/or teams of or at the service of CREDIT SUISSE CH will have access to Personal Data as well as process such Personal Data on a need-to-know basis.

### **2.1.2 Credit Suisse Services AG, London Branch**

The Bank may outsource the function of the Group Data Protection Officer and related support activities to Credit Suisse Services AG, London Branch.

The Bank may further use the services of Credit Suisse Services AG, London Branch for the purposes of internal supervision and investigations.

Accordingly, dedicated persons and/or teams of or at the service of Credit Suisse Services AG, London Branch will have access to Personal Data as well as process such Personal Data on a need-to-know basis

### **2.1.3 Credit Suisse (Poland) Sp. z o.o.**

CREDIT SUISSE CH may sub-outsource certain tasks to Credit Suisse (Poland) Sp. z o.o. or any other Credit Suisse company in Poland, as the case may be, ("**CREDIT SUISSE Poland**"), in which case CREDIT SUISSE CH may be required to disclose Your Data to CREDIT SUISSE Poland. In such cases, Your Data may be processed by CREDIT SUISSE Poland.

The Bank may also directly outsource certain activities to CREDIT SUISSE Poland (e.g. relating to operational processes, compliance (e.g. anti-money laundering), risk assessment and/or management (e.g. credit risk management), internal supervision, reporting, audit and/or IT). Such outsourcing may require dedicated persons and/or teams of or at the service of CREDIT SUISSE Poland to obtain access to the IT systems used by the Bank and/or client data systems in Luxembourg, including access to Your Data on a need-to-know basis.

## **2.2 External recipients (Data Recipients outside the Credit Suisse Group)**

**2.2.1** In connection with payment or other transactions we carry out for You, or in cases where the Bank acts as custodian and/or broker in relation to financial instruments, the Bank – if applicable through its service providers – may be required to transfer Your Data to **other financial service institutions or comparable institutions and/or authorities**, in Luxembourg, in countries where Branches and/or the service providers of the Bank are established or abroad. Depending on the transaction/service Data Recipients may include other entities of the Credit Suisse Group, other banks (e.g. correspondent banks), operators of payments systems, credit card service providers, sub-custodians and their service providers or processing units, issuers and/or other target investments and their service providers, brokers, (stock) exchanges, processing units, (proxy) voting (advisory) service providers, central securities depositories, clearing institutions and the Society for Worldwide Interbank Financial Telecommunication ("**SWIFT**"). Such disclosure may be required to third parties to whom the Bank or any CREDIT SUISSE Luxembourg Branch has a reporting obligation (e.g. trade repositories, authorities or (stock) exchanges, central (regulatory) registers) in accordance with applicable legislation (e.g. European Market Infrastructure Regulation ("**EMIR**"), Markets in Financial Instruments Regulation ("**MiFID**")), to establish segregated accounts for You with a sub-cus-

todian (as may be required by law) or to obtain investor and/or tax licenses/registrations or similar. Even in relation to transactions within Luxembourg or countries where Branches of the Bank are established, Your Data may need to be disclosed in other countries (e.g. in case a Payment Transaction is carried out using SWIFT). The Data Recipients referred to before may be required to further disclose Your Data to authorities or other third parties in accordance with applicable law or regulations, e.g. for the purpose of anti-money laundering or combating terrorist financing.

**2.2.2** We may also share Your Personal Data with **information offices** (e.g. debt registers), search engines, internet platforms and/or with third party providers for the purpose of investigating creditworthiness, credit risk and solvency (in particular, in credit business) and/or for the purpose of gathering information for regulatory purposes.

**2.2.3** Under certain circumstances, the Bank may be obliged to disclose Personal Data to **public entities and institutions** in Luxembourg, in the countries where Branches of the Bank are established or abroad (e.g. bank and/or financial sector supervisory authorities and tax authorities, criminal prosecution authorities) based on a legal obligation.

Under the law of 18 December 2015 regarding the automatic exchange of information relating to financial accounts in tax matters, as amended, we are obliged to report certain Personal Data relating to the Client, any **AEI Account Holder** or **Controlling Person**, as the case may be, in connection with the Automatic Exchange of Information ("**AEI**"), to the Luxembourg Tax Administration ("**LTA**"). This reporting is completed on an annual basis, and the LTA further transfers such Personal Data to the competent tax authorities in any reportable jurisdiction(s), in which the reportable person is resident for tax purposes. Also for the purposes of the AEI, the Bank is deemed to be data controller within the meaning of statutory regulations on data protection. The Personal Data that the Bank is required to disclose to the LTA includes: name(s), address(es), country/ies of residence for tax purposes, tax identification number(s) ("**TIN(s)**"), date(s) and place(s) of birth, account number(s), the name of the Bank, account balance(s) or value(s) as of the end of the relevant calendar year or other appropriate reporting period if the account(s) was/were closed during the year, in the case of (a) custodial account(s), the total gross amount of interest, dividends and other income generated with respect to the assets held in the account(s), the total gross proceeds from the sale or redemption, and in the case of (a) depository account(s), the total gross amount of interest paid or credited regarding the Client and/or the Affected Person, as applicable. The Client's failure to provide Personal Data required for the purposes of the AEI to the Bank may trigger a reporting in multiple jurisdictions.

Further, the Bank is subject to various US tax regulations and agreements, such as the US Foreign Account Tax Compliance Act ("**FATCA**") and the Qualified Intermediary regime ("**QI**") requiring the Bank to provide certain information relating to a **US Client** (as defined in the respective legislation) to the US Internal Revenue Service ("**IRS**") on a yearly basis ("**US Tax Reporting**"). Under the QI regime the reporting relates to US Clients with US securities, under FATCA the reporting relates to any bank assets/financial accounts held by US Clients. Under FATCA the US Tax Reporting obligation exists towards the LTA which passes such information on to the IRS. Under QI, in connection with US securities the US Tax Reporting is provided to CREDIT SUISSE CH which in turn passes on such information to the US sub-custodian which then passes the information on to the IRS. For US Tax Reporting purposes the Bank must report the Client's/any Controlling Person's name and address, a copy of any IRS Form W-9 "Request for Taxpayer Identification Number and Certification", TIN, assets, gross income and gross proceeds, as well as any other information which may be required at any given time for the fulfillment of the US Tax Reporting obligations to which the Bank is subject.

**2.2.4** In connection with the outsourcing of certain activities to CREDIT SUISSE CH Entities, CREDIT SUISSE CH Entities may further outsource certain IT support activities requiring access to limited Personal Data (e.g. maintenance, development) to third parties, namely Q-Perior AG, Switzerland (or any successor entity) in relation to a fee calculation software

**2.2.5** We may use external service provider(s) ("**Third Party Service Providers**"), located in Luxembourg or in the countries where CREDIT SUISSE Luxembourg Branches are established, for the purpose of physical **documents lifecycle management**, including archiving and destruction thereof.



We may share limited Personal Data with Third Party Service Providers, located in Luxembourg or in the countries where CREDIT SUISSE Luxembourg Branches are established, which support us with issuance, management and mailing of **Client invoices**, or which we have entrusted with the production and preparation of the yearly **Client tax reporting**, respectively.

We may use Third Party Service Providers providing messaging functionalities located in Luxembourg, Switzerland or abroad to enable a secure communication with You and/or within the Credit Suisse Group entities (e.g. by way of **Secure Email**.)

Such Third Party Service Providers are selected by us with due care and are subject to confidentiality obligations.

**2.2.6** The Bank may be required to disclose Personal Data to the following third parties in Luxembourg, in the countries where CREDIT SUISSE Luxembourg Branches are established or abroad:

- legal counsels – in particular, in the context of pending or reasonably foreseeable legal proceedings (including complaints to authorities), as the case may be, against the Bank or initiated by the Bank
- public notaries – in particular, for mortgage transactions and inheritance-related cases
- other professional advisors (e.g. tax advisors, external evaluators) and external auditors

all being subject to confidentiality and/or professional secrecy obligations.

### **3. Other recipients of Personal Data**

Other recipients of Personal Data can be any units for which You have released us from professional secrecy by means of **a separate consent**.

# Appendix 6

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## Additional Data Protection Information Relating to the Branches of CREDIT SUISSE (LUXEMBOURG) S.A.

### Preamble

The Data Protection Information issued by the Bank including the Appendix 5 (“**List of Data Recipients**”) (“**Data Protection Information**”) applies accordingly, with the deviations referred to below, to Personal Data processing operations relating to the Client and other Affected Persons, as the case may be, conducted in the context of a business relationship between the Client and a respective Branch of the Bank (“**Branch Client Relationship**”):

Credit Suisse (Luxembourg) S.A., Succursale en France  
86 Boulevard Haussmann  
CS 40047  
75008 Paris  
France  
Phone: +33 (0)1 70 39 00 00,  
Fax: +33 (0)1 70 39 04 30  
(hereinafter referred to as “the **France Branch**”),

Credit Suisse (Luxembourg) S.A., Nederlandse Vestiging  
1071 DC, Amsterdam  
The Netherlands  
Phone: +31 (0) 20 606 8000,  
Fax: +31 (0) 20 606 8001  
(hereinafter referred to as “the **Netherlands Branch**”),

Credit Suisse (Luxembourg) S.A., Sucursal em Portugal  
Avenida da Liberdade, n.º 180-A, 8.º andar  
1250-146 Lisboa  
Portugal  
Phone: +351 21 310 92 10,  
Fax: +351 21 310 92 11  
(hereinafter referred to as “the **Portugal Branch**”),

Credit Suisse (Luxembourg) S.A., Ireland Branch  
Kilmore House, Park Lane, Spencer Dock  
Dublin 1  
Republic of Ireland  
Phone: +353 1 523 5913  
(hereinafter referred to as “the **Ireland Branch**”),

hereinafter referred to as “**Branch(es) (of the Bank)**”.

**The variations set herein are as follows:**

1. In the context of the Branch Client Relationship, on the basis of the established service provisioning model whereby services are provided jointly by the respective Branch responsible for the overall relationship management and the Bank, in particular, for the maintenance and management of Client accounts, **the respective Branch and the Bank** will act as **joint data controllers** in relation to the Client's or any Affected Person's (as the case may be) Personal Data processed in the context of such Branch Client Relationship.
2. This Appendix 6 forms an **integral part** of the Data Protection Information.
3. All references to "legal" or "statutory" obligations included in the Data Protection Information and Appendix 5 shall be deemed to include all legal, regulatory and/or statutory obligations to which the respective Branch is subject under the laws or regulations of the relevant jurisdiction.
4. The Branches will transfer, disclose or share Personal Data relating to the Branch Client Relationship to/with the Bank on a need-to-know basis. For details regarding **Data Recipients** outside the Bank and the Branches, please see the Appendix 5 ("**List of Data Recipients**").
5. Personal Data will be processed by the respective Branch of the Bank for as long as it necessary for the purposes described in section 3 of the Data Protection Information. In addition to the obligation to preserve records the Bank is subject to, as described in section 7 of the Data Protection Information, the Branches of the Bank may be subject to the Data **retention requirements** applicable in **the respective jurisdictions**, and the Branches of the Bank need to comply with obligations to preserve records according to **local civil, commercial and tax laws**, as well as **financial sector laws and regulations**:

- the **France Branch**: In line with respective provisions in the French Civil Code and the French Commercial Code, in general the France Branch keeps Client and Affected Persons' Personal Data for a time period of maximum 10 years upon termination of the business relationship. However, in some limited situations, as per specific French Civil Code provisions, in case of postponement of the applicable statute of limitations, suspension, or interruption of such statute of limitations, a maximum period of 20 years period applies, starting from the date when the right was born.
- the **Portugal Branch**: Portuguese commercial and tax legislation in general set the obligation to maintain records for the purposes of accounting, administration and tax management for a period of 10 years. This relates to Client and Affected Persons' Personal Data upon termination of the business relationship. Other deviating minimum and maximum retention periods can apply.
- the **Netherlands Branch**: In line with the Dutch Civil Code and the State Taxes Act, in general, the Netherlands Branch keeps Client and Affected Person's Personal Data for a time period of maximum 7 years upon termination of the business relationship, or from the moment the underlying agreement has lost its actual value. Other deviating minimum and maximum retention periods can apply.
- the **Ireland Branch**: There is an obligation to maintain records for a period of not less than 5 years after the date on which the Ireland Branch ceases to provide services to the Client or the date of the last transaction with the Client (if any), whichever is the later. Other deviating legal obligations may apply, which might require the Ireland Branch to keep records for a longer period of time.

The fact that **legal holds** can be faced which might trigger a requirement to keep records for a longer period of time, as explained in section 7 of the Data Protection Information, may also apply to **the respective Branch** in the context of Branch Client Relationship.

6. In order to exercise the **data subjects rights** described in section 8 of the Data Protection Information, You may reach out to contact persons listed in the Data Protection Information. In addition, You have a right to lodge a complaint with the **respective Data Protection Authority**:

- in **Portugal** – the *Comissão Nacional de Protecção de Dados (CNPd)*, <https://www.cnpd.pt>
- in **France** – the *Commission Nationale de l'Informatique et des Liberté (CNIL)*, <https://www.cnil.fr>
- in the **Netherlands** – the *Autoriteit Persoonsgegevens*, <https://www.autoriteitpersoonsgegevens.nl>
- in **Ireland** – the *Data Protection Commissioner*, <https://www.dataprotection.ie>

### **Important Information**

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