

Please submit only **one** copy.  
**Your form will be rejected** if  
 – it was completed **by hand** or adapted/supplemented;  
 – the **mandatory fields** (pink or \*) are not completely filled.

To be sent to:

Credit Suisse (Switzerland) Ltd.  
 SCAN 100  
 P.O. Box  
 8071 Zurich

## Application to Open a Rental Deposit Savings Account

### Rental Property (only for properties in Switzerland)

Street*	Number		
Postal code*	City/town*		
Description/reference (optional)			
Agreed security* <sup>1</sup>	CHF		Date of lease

<sup>1)</sup> This is the security agreed between tenant and lessor/agent in favor of the lessor/agent.

The tenant is moving to the new rental property address, which will also be the tenant's new address for correspondence.

### Tenant

	Tenant 1	Tenant 2
	<input type="checkbox"/> Ms. <input type="checkbox"/> Mr. <input type="checkbox"/> Company	<input type="checkbox"/> Ms. <input type="checkbox"/> Mr. <input type="checkbox"/> Company
Last name*		
First name		
Street*	Number	
Postal code*	City/town*	
Date of birth*		
Nationality*		
Phone		
Language of corresp.:	<input type="checkbox"/> German	<input type="checkbox"/> French
	<input type="checkbox"/> Italian	<input type="checkbox"/> English

### Lessor (At least one full address is mandatory: name, street, postal code/location)

	Lessor/owner	Represented by agent
Last name		
First name		
Street	Number	
Postal code	City/town	
Phone		

### Rental Deposit

Please use for the transfer the following Credit Suisse account:

Credit Suisse account number (IBAN)	
Held by (account holder)	
Authorized signature(s)	

The amount will be transferred once the account has been opened (e.g. via online banking or at the bank counter).

<b>05002</b>	Client no. (CIF)
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Checklist for issuing a "Certificat de Dépôt" for rental properties in the cantons of Geneva and Vaud:

- The information (e.g. tenant name/s) in the rental agreement is identical to the information on the account application.
- A copy of the rental agreement is attached to this account application.

**Your form will be rejected** if the **signature is not original** (please use a **blue** pen).

	<b>X</b>	<b>X</b>
Place, date	Signature of <b>Tenant 1</b> <i>Forms without signature will be returned</i>	Signature of <b>Tenant 2</b> <i>Forms without signature will be returned</i>
	<b>X</b>	
Place, date	Signature of <b>Lessor/Agent</b>	

Client no. (CIF)

## Conditions for rental deposit account

The following conditions govern the **rental deposit savings account** opened by **Credit Suisse (Switzerland) Ltd.** (hereinafter referred to as the Bank) at the joint request of the tenant and the landlord.

1. The Rental deposit savings account is held in the name of the tenant(s). With the exception of the withdrawal restrictions, the account will be subject to the Bank's standard conditions for savings accounts. Interest income in excess of CHF 200 per annum is subject to withholding tax. A statement of account will be issued on December 31 each year giving details of interest paid and principal.
2. The right of lien of the lessor/agent for claims arising from the rental agreement exists to the extent of the effective amount paid into the Rental deposit savings account (hereinafter rental deposit amount).
3. The tenant(s) may freely dispose of the interest accruing. Unless otherwise agreed, copies of the accounting vouchers and account statements will automatically be sent to the lessor/agent.
4. In accordance with Art. 257e, para. 3 of the Swiss Code of Obligations and subject to para. 4 below, the Bank will release the rental deposit only with the approval of both the tenant(s) and the lessor/agent or on the basis of a legally valid summons to pay or a legally valid court judgment. A decision of the arbitration authorities is deemed to be equivalent to a court judgment.
5. Unless the lessor/agent has legally asserted a claim arising from the rental agreement against the tenant(s) within one year after termination of the rental agreement and has substantiated this to the Bank by presenting appropriate documents (e.g. summons to pay, appeal to the arbitration authorities), the right of lien attaching to the credit balance deposited with the Bank lapses and the tenant(s) may freely dispose of such balance.
6. The tenant(s) must provide proof that the rental agreement has been terminated by presenting the notice of termination sent by the tenant(s) to the lessor/agent, together with proof of posting, or by presenting the notice of termination submitted to the tenant(s) by the lessor/agent on the official form; in each case the apartment handover checklist signed by the lessor/agent must also be presented to the Bank. If the rental agreement has been extended, the lessor/agent shall immediately communicate this to the Bank, enclosing the tenancy law ruling issued. Otherwise, the Bank may assume that the rental agreement has not been extended.
7. If there are two or more joint tenants, each tenant can dispose of the deposited credit balance individually and independently of the other(s) and, in particular, can sign an order to release and transfer the balance.
8. The Bank must be informed of any change of lessor or agent by presentation of the appropriate documents. The Bank shall assume that the new lessor or agent has taken over the rental agreement and that the rental deposit is henceforth held in their favor.
9. If within one year from the date of account opening confirmation to the tenant, no payment on the rental deposit savings account has been received, the Bank will close this account without further notice.
10. The lessor/agent must notify the Bank without delay in the event of any change with respect to tenancy (change of tenant, departure of one or several tenants, inheritance). In such a case, the Bank is entitled to demand that a new Rental deposit savings account be opened in the name of the new tenant(s).
11. In addition, the Bank's **General Conditions** shall apply.
12. This agreement is governed by Swiss law. The place of jurisdiction and the place of enforcement is **Zurich**. The Bank is also entitled to take legal action against the lessor/agent and the tenant(s) before any other competent court.
13. The Bank may change the terms and conditions for the rental deposit savings account at any time. Amendments may also be made by publication on the Internet. The client will be notified in advance of these amendments in writing or by other suitable means. Subject to written opposition by the client within the period of at least 30 days stated in the respective notice, the notified amendments shall be deemed approved. The currently valid version can be found on the internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)).

## General Conditions

These General Conditions govern the relationship between Credit Suisse (Switzerland) Ltd. (hereinafter referred to as *Bank*) and its clients, subject to any special agreements and the established rules of banking practice.

The masculine form used in this document always refers equally to all genders.

### Art. 1 Identity check

The Bank is obligated to carefully check the identity of its clients and their authorized agents with the standard of due care customary in the business. If this obligation is breached by the Bank, its employees or auxiliary persons, the Bank is liable for any resulting damage. Where no breach of duty has occurred, the client is liable for any damage resulting from the deficiencies in identification.

### Art. 2 Legal incapacity

The client must inform the Bank promptly in writing as to any legal incapacity on the part of his authorized agents or other third parties acting on his behalf. If the client fails to do so, or if it is the client himself who is subject to legal incapacity, the client is liable for any damage resulting from the legal incapacity, provided that neither the Bank nor its employees nor its auxiliary persons failed to exercise the standard of due care customary in the business.

### Art. 3 Notification obligation

The client must notify the Bank of any personal details and information required by regulation (in particular name, registered office, place of residence, tax residence, contact and correspondence details, nationality/nationalities) as well as any other information requested by the Bank. The information provided must be complete and correct and appropriate proof must be provided at the request of the Bank. The obligation applies to information concerning the client himself, his authorized agents and representatives, beneficial owners, controlling persons, beneficiaries, and other persons involved in the banking relationship. The Bank can also obtain this information directly from the persons involved or have them confirm the information if the Bank considers such action to be necessary, and may thus disclose the existence of a banking relationship to the persons involved who are contacted.

#### **The client must notify the Bank immediately of any changes to this information and of the revocation of granted powers of attorney or signatory powers.**

Communications from the Bank are deemed to have been duly transmitted if sent to the last address supplied to the Bank by the client.

### Art. 4 Errors in transmission and system failures

The Bank is obligated to exercise the standard of due care customary in the business in handling incoming and outgoing orders, instructions and notifications via mail, fax, telephone, telex, email, Internet, and all other means of transmission and transport. In the event that this duty is breached by the Bank, its employees or auxiliary persons, the Bank will be liable for any resulting damage. Where no breach of duty has occurred, the client is liable for any damage resulting from the transmission of orders, instructions and notifications via mail, fax, telephone,

telex, email, Internet, and all other means of transmission and transport, such as from loss, delay, misunderstandings, mutilation, or the repetitions, or due to unlawful interferences or other malfunctions, overloads, and interruptions in remote communication channels and systems, regardless of the cause.

### Art. 5 Defective execution of instructions, client's duty to notify, client's consent to OTC trading, and exclusion of tax, legal, or accounting advice

In the case of instructions that are urgent or that could lead to damage more extensive than the simple loss of interest, the client is obligated to notify the Bank of this situation and of possible damage consequences on a timely basis. If the client fails to do so, the Bank's liability in the event of the defective execution, late execution or non-execution of instructions (with the exception of instructions relating to stock exchange transactions) is limited to no more than an amount equal to the loss of interest.

If the client issues various instructions for a total amount that exceeds the balance at the Bank available to him, the Bank will decide at its own discretion, irrespective of the instruction date or receipt of the instructions, which instructions are to be carried out in whole or in part.

The client consents that the Bank is authorized to execute orders relating to financial instruments outside a trading venue (over-the-counter – OTC).

As a matter of principle, the Bank does not offer any tax, legal or accounting advice. Special agreements with agents specialized in these areas remain reserved. Other advice and information provided to the client by the Bank shall not be construed as tax, legal, or accounting advice, and the client may not rely on such advice or information in this regard. The client should consult with his own tax, legal, and accounting advisor before making or refraining from making any investments or participating in any structures or transactions.

### Art. 6 Saturday an official holiday

In business transactions with the Bank, Saturday shall be treated as an official Bank holiday.

### Art. 7 Complaints

Complaints by a client relating to the execution of instructions as well as to other communications must be lodged immediately upon receipt of the communication concerned and at the latest within the particular period specified by the Bank.

If documents or communications that the client expects fail to arrive (e.g. account statements or safekeeping account statements, stock exchange settlements), the client must inform the Bank without delay.

Any damage arising from delay in making a complaint is to be borne by the client.

Objections concerning account statements or safekeeping account statements must be submitted within one month of receipt. Upon expiry of this period the statement is deemed to have been approved.

#### **Art. 8 Right of lien and set-off**

The Bank has a right of lien, for all its existing or future claims from time to time, against all assets it holds in each case for the account of the client, whether held in the Bank's own custody or placed elsewhere, and has a right of set-off with respect to all receivables (including receivables from savings deposits and deposits), regardless of the maturity or currency.

This right of lien and set-off also applies to any right of the Bank to be indemnified and held harmless, especially when claims are asserted against it by third parties (including issuers, liquidators, legal administrators, bankruptcy administrators, institutions, and government authorities) in connection with transactions conducted or assets held on behalf of the client.

Immediately upon default by the client the Bank shall be entitled to dispose, either by forced sale or in the open market, of any assets over which it has a right of lien. Notification as to the realization of the pledged assets will be provided in advance. Special agreements remain reserved.

#### **Art. 9 Interest, commissions, fees, taxes and charges**

Interest, commissions (including commission on credit balances and negative interest), and other fees are credited or debited to the account according to the applicable rates. These rates are published on the Internet or brought to the attention of the client by other suitable means, and may be obtained from the Bank. The Bank reserves the right to alter its interest and commissions or other debits at any time, e.g. in the event of changes in market conditions, and to advise the client of such change by suitable means. When a commission on credit balances or negative interest is introduced for the first time, the Bank shall inform the client thereof at least 30 days in advance in writing or by other suitable means.

The Bank's fees are based on the prevailing rates. The Bank reserves the right to amend these at any time. The client will be informed of such amendments in advance in writing or by other appropriate means, and subject to opposition by the client, the amendment takes effect 30 days after notice is given or within the period specified in the notice.

No deductions of any kind must be taken from the amounts pursuant to paragraph 1 and 2 of this provision. If a payment to the Bank is subject to a withholding tax, the amount owed by the client automatically increases by the amount to be deducted for the withholding tax.

Any taxes or charges that are levied at or by the Bank in connection with the business relationship between the client and the Bank or that the Bank must withhold on the basis of Swiss or foreign law, treaties or contractual agreements with foreign authorities (e.g. 30% withholding tax pursuant to the US Foreign Account Tax Compliance Act, FATCA), as well as the charges incurred at the Bank, are to be borne by the client and/or may be passed on to the client.

#### **Art. 10 Accounts in foreign currencies**

The Bank's assets corresponding to the client's credit balances in foreign currency are held in the same currency. The client bears proportionately to his share all the economic and legal consequences which, as a result of measures taken by the country in question, affect all the Bank's assets in the country of the currency or in the country where the funds are invested.

The obligations of the Bank arising from accounts in foreign currencies will be discharged exclusively at the place of business of the branches or offices at which the accounts in question are held solely through the establishment of a credit entry at a Bank branch, a correspondent bank or a bank nominated by the client in the country of the currency.

#### **Art. 11 Drafts, checks, and other instruments**

The Bank reserves the right to debit the client's account with unpaid drafts, checks, or other instruments, previously credited or discounted. This also applies if checks that have already been paid are later determined to be stolen or otherwise lost, forged, or incomplete. Pending the settlement of any outstanding debit balance, the Bank retains a claim to payment of the total amount of the draft, check or similar instrument, plus related claims against any party liable under the instrument, whether such claims emanate from the instrument or exist for any other legal reason.

#### **Art. 12 Termination of bank relationship**

The Bank or the client may terminate the bank relationship at any time, either with immediate effect or with effect at a later date.

The Bank may in particular cancel credit facilities at any time and declare its balance payable immediately, subject to special agreements and product-specific conditions on termination.

#### **Art. 13 Means of communication and notifications**

The Bank is entitled to use post, telephone, and electronic channels (e.g. email, fax, text messaging, Online Banking, mobile applications, and other electronic channels) to send correspondence to the user addresses (e.g. email address or mobile phone number for mobile applications) used for the Bank or explicitly specified by the client or his authorized agents.

The Bank is permitted to record telephone conversations and communication using electronic means without advance notice and to store them for purposes of quality assurance, compliance with legal and regulatory requirements, and as evidence.

Unencrypted emails and other unprotected electronic communication channels are not secured against access by unauthorized third parties and thus involve corresponding risks, e.g. insufficient confidentiality, manipulation of content or sender data, misrouting, delay, or viruses. Corresponding risks may also be associated with the use of devices or software. Devices and software belonging to a user are part of the system, but they are beyond the Bank's control and may become a weakness in the system. The Bank therefore advises the client to professionally protect the devices and software he uses at all times against electronic attacks and unauthorized use, and suggests that sensitive or time-sensitive information, instructions,

and information related to bookings not be sent to the Bank via unencrypted emails or unprotected electronic communication channels; rather, it suggests using the channels designated by the Bank for these purposes (e.g. Online Banking, Mobile Banking application, telephone) and verifying executed transactions immediately. The Bank will be liable for losses resulting from the use of these communication channels only if the standard of due care customary in the business has been breached by the Bank, its employees or auxiliary persons. In particular, the Bank is under no obligation to compare information and instructions received by the client or his authorized agent with other information and instructions issued by the client. The Bank assumes no responsibility for devices and software belonging to the client.

The Bank is permitted to provide legally relevant information, conditions, and documents to the client by publishing them on the Internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)) and to fulfill its duties of information, disclosure and notification (e.g. as stipulated in financial market regulations concerning investor protection and transparency) by publication on the Internet. Unless otherwise specified by law or regulatory requirements, the Bank is not obliged to provide the client with information by any other means in these cases. The information may also be published using other electronic means or via other appropriate media.

#### **Art. 14 Restriction of services and liquidation or deposit of assets with releasing effect**

To comply with legal, regulatory or contractual provisions, to ensure the exercise of the standard of due care customary in the business or to ensure proper management conduct, the Bank is permitted to partially or fully restrict services to the client. This applies regardless of any supplementary regulations governing individual banking services. In particular, the Bank can freeze account and safekeeping account relationships, limit the execution of instructions of any kind (e.g. deposit and withdrawal orders, orders to remit or transfer funds, securities and other assets and orders to close an account). The Bank may also generally refuse to accept assets or credits.

In the event that notice of termination is given or if the Bank is no longer permitted to manage deposited assets and funds due to legal, regulatory, or product-specific reasons or for any other reason, the client must notify the Bank upon its request with instruction as to where these assets and funds are to be transferred.

If the client fails to inform the Bank of this instruction, including after a grace period set by the Bank, the Bank may deliver the assets and funds in physical form or liquidate them and send the proceeds and any remaining balances to the client's last known delivery address in the form of a check made out in a currency determined by the Bank, with the effect of releasing the Bank from liability. Alternatively, the Bank may also, in a judicial or extrajudicial manner and at the client's expense, deposit assets, funds and/or proceeds from the liquidation with a custodian of its own choosing, with the effect of releasing the Bank from liability.

#### **Art. 15 Outsourcing of operations**

The Bank may outsource operations and services to other legal entities of UBS Group worldwide as well as to third party service providers (including their subcontractors). Access to client identifying data is permitted only by legal entities of UBS Group worldwide and third party service providers located in Switzerland or selected other jurisdictions as published in the Privacy Statement on the Internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)). The service providers are required by law or contract to comply with the corresponding confidentiality obligations. Access to data that could reveal the client's identity will be safeguarded by appropriate technical and organizational measures.

#### **Art. 16 Data protection, bank client secrecy, and other confidentiality provisions**

The Bank is subject to various duties of confidentiality on the basis of data protection, bank client secrecy and other confidentiality provisions.

**The client acknowledges that the Bank shall be exempt from such confidentiality duties to the extent necessary for the following purposes:**

- a)** To comply with legal or regulatory requirements, or for compliance-related reasons (e.g. the Bank's reporting obligations, management of market risks, operational risks incl. IT risks and general crime prevention, incl. the managing of money laundering risks and reputational risks). Such legal or regulatory requirements, or compliance-related reasons, may stem from Swiss or foreign law applicable to the client relationship.
- b)** To comply as a regulated organization with ad hoc information requests by foreign supervisory authorities subject to the limitations set by Swiss law and with respect to data incidents and for the purpose of remedial measures and actions, both in Switzerland and abroad.
- c)** To perform the Bank's obligations of a contract with the client and in order to provide the client with comprehensive banking transactions. Such a contract may relate to transactions and services that the Bank provides for the client, and particularly if they present a foreign connection. In conjunction with such foreign transactions, the Bank is both entitled and required to disclose information to foreign third parties that are involved in these transactions and services. The client acknowledges that the Bank is permitted to determine the data that is appropriate or necessary for these purposes. The client shall ensure that third parties associated with the client (such as beneficial owners, agents or advisors) are aware of the possibility of their personal data being disclosed for these purposes and have given their consent in this regard. The Bank may be prevented from disclosing client information related to transactions and services for legal or regulatory reasons. The client acknowledges that any resulting liability on the part of the bank is excluded in such cases.
- d)** To increase internal operational effectiveness and to make best use of the Bank's resources and capabilities within the UBS Group worldwide (e.g. for internal workplace management or central data management). This applies in particular for the benefit of a holistic and efficient client service delivery (e.g. for offering electronic communication channels to clients).

e) To share data for business purposes, to improve i) the understanding, by the UBS Group, of the relationship the client has holistically with the Bank and other UBS Group entities, ii) the understanding of the needs and preferences of the client, and iii) the offering of products and services holistically by the UBS Group. For these purposes, the client agrees that the Bank may disclose client data to the UBS Group entities in Switzerland.

f) To pursue the following marketing-related purposes: I) personalized marketing and advice tailored to the client and his situation, circumstances, and needs; II) market research; III) development of products, services and offerings of the Bank, other banks and legal entities of the UBS Group. For these purposes, the Bank may: i) process client data obtained from its own sources (in particular account and payment transaction data, other transaction data, and other behavioral data, e.g. from activity on the Bank's website and mobile applications) and from publicly accessible sources, as well as from contractually affiliated data providers; ii) evaluate certain personal aspects of the client (**profiling**), such as the client's financial situation and personal interests, and create and evaluate client profiles; iii) disclose such data and profiles to other banks and legal entities of the UBS Group in Switzerland, including to third party service providers in Switzerland. **The client may at any time object in whole or in part to data being processed in accordance with this Art. 16 f) in writing, by telephone, or by any other means provided for by the Bank.** Further information on the rights of the client (including, in particular, the client's right of objection) and on the principles of data processing can be found in the Credit Suisse Privacy Statement on the Internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)).

Exchanges and mutual retrieval of data as referred to above in a), c), d) and e) can include all details related to the client, the relationship between the client and the Bank, and any beneficial owners, controlling persons, beneficiaries, authorized agents and representatives, guarantors, and other individuals involved in the banking relationships. The data may also be shared with third parties in selected jurisdictions within the scope of outsourcing arrangements (see Art. 15).

The legal basis or justification for the data processing activities described in this Art. 16 are: a) legal obligation and/or legitimate interest; b) legitimate interest; c) contract with the client; d) legitimate interest; e) contract with the client and/or legitimate interest; f) legitimate interest.

In addition, the Bank may finally safeguard its own legitimate interests in connection with legal proceedings and thereby share client data with third parties (courts and judicial or other public authorities), in particular:

- in the event that the client or other persons involved in the bank relationship or the assets threaten or initiate legal measures, criminal charges or other notifications to authorities against the Bank in Switzerland or abroad (also as a third party);

- relating to the Bank's claims against the client incl. to realize collateral provided by the client or third parties in Switzerland and abroad;
- in the event of reproaches by the client or other persons involved in the banking relationship or the assets against the Bank made in public, vis-à-vis the media or vis-à-vis authorities in Switzerland and abroad;

as well as, together with other legal entities of the UBS Group in Switzerland and abroad,

- to identify and manage conflicts of interest that may arise in the course of day-to-day business between various business lines of the Bank and its clients, for which purpose client information is shared with UBS Group entities in Switzerland and abroad, in particular in connection with financing, capital market transactions and M&A advisory mandates of corporate clients; and
- to create research reports and similar documents that include an evaluation of a client and in this context to disclose the client relationship to avoid any conflicts of interest based on laws, regulations or industry standards.

The Bank publishes its principles of client data processing as well as any related updates on the Internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)).

#### **Art. 17 Adherence to provisions of law and regulations**

The client is responsible for adhering to the provisions of law and regulations (including tax legislation and capital transfer or foreign exchange restrictions and controls) in any country applicable to him and other parties involved in the banking relationship or the assets and adheres to the provisions of law and regulations applicable to him at all times.

#### **Art. 18 Applicable law and place of jurisdiction**

**All legal relations between the client and the Bank are governed by Swiss law. The exclusive place of jurisdiction for all legal proceedings is Zurich or the place of business of the Swiss branch of the Bank with which the contractual relationship exists or the respondent's registered office or place of domicile. Mandatory places of jurisdiction prescribed by law remain reserved.**

#### **Art. 19 Amendments to the General Conditions**

The Bank reserves the right to amend the General Conditions at any time. Amendments may also be made by publication on the Internet. The client will be notified in advance of these amendments in writing or by other suitable means. Subject to written opposition by the client within the period of at least 30 days stated in the respective notice, the notified amendments shall be deemed approved. The currently valid version can be found on the Internet (at [www.credit-suisse.com/LegalNotes](http://www.credit-suisse.com/LegalNotes)).

## Information Brochure

# Information on the Disclosure of Client Data for Payment Transactions, for Transactions in Securities and Other Financial Instruments, and for Services, Especially with a Foreign Connection

In this letter, you will find important information regarding the disclosure of client data in connection with transactions and services that the bank provides you with, such as

- Payment transactions (incoming and outgoing payments),
- Purchase, receipt and delivery, custody and sale of securities and other financial instruments and/or safekeeping account assets,
- Other transactions and services such as foreign exchange and precious metals transactions and derivatives/OTC transactions,

especially those with a foreign connection.

This letter explains the relevant provision contained in Art. 16 c) of the General Conditions of Credit Suisse (Switzerland) Ltd. (hereinafter referred to as *the Bank*) and supplements the brochures regarding the disclosure of client details issued by the Swiss Bankers Association (SBA). Please note that Art. 16 c) of the General Conditions of the Bank should also be understood as a supplement to Art. 17 of the Conditions for Payment Transactions of the Bank.

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### Global Developments

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Worldwide, there is an increase and escalation of laws, regulations, contractual and other provisions, business and trade practices, as well as compliance standards, that are potentially relevant to the transactions and services offered by the Bank. This development means that, for transactions and services, increased transparency and disclosure of data to third parties in Switzerland and abroad may be required; the latter may be required especially in cross-border payment transactions, payment transactions, or any other transactions and services

involving foreign currencies, when foreign exchanges or trading partners are involved or in connection with foreign securities and other financial instruments and/or safekeeping account assets.

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### Scope and Purpose

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The basis for the disclosure in connection with the aforementioned transactions and services differs from country to country, according to local conditions, or according to the requirements of the third parties involved in the transactions and services. Disclosure may be required to enable the Bank, in individual cases or in general, to execute or provide the relevant transactions or services, or to generally comply with laws and regulations, contractual and other provisions, business and trade practices, as well as compliance standards, that are potentially relevant for the aforementioned transactions and services in a country or transaction with involved third parties. For instance, this may be the case

- if local licenses require it,
- if it is required as part of registration (e.g. for the registration of transactions or securities),
- if client rights must be asserted (e.g. for the execution of corporate actions in connection with safekeeping account assets in custody),
- in connection with locally applicable holding limits or holding regulations,
- to comply with local disclosure or reporting obligations,
- to comply with contractual provisions, and other rules, business practices, trade practices, by the Bank and by third parties that are involved in the transactions and services, respectively,
- because the compliance standards of involved third parties requires the proactive disclosure of relevant information or can trigger queries at the Bank (e.g. due to the monitoring systems used), especially in the fight against money laundering, terrorist financing, or corruption, as well as in relation to sanctions or politically exposed persons (PEP).



Examples: Disclosure of information by the Bank regarding individual transactions and their background, as well as transmission of documents, such as passport copies, to enable the processing of a client instruction or a response to a request from a correspondent bank concerning money laundering or sanctions.

Furthermore, exclusion of liability applies if the bank is prevented from disclosing client data for legal or regulatory reasons.

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## Affected Data

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Data that may need to be disclosed for transactions and services varies from case to case and may include:

- information about the client, authorized representatives, beneficial owners, and other involved parties (e.g. name, registered office, domicile, address, nationality of these persons),
- information about the affected transactions or services (e.g. purpose, economic background, and other background information about the transactions and services), as well as
- information on the client's business relationship with the Bank (e.g. scope, status, purpose, historical data, other transactions executed in the course of the business relationship).

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## Type and Time of Disclosure

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The information can be disclosed through any means. In particular, this includes transfer via telecommunications (including electronic data transmission), but also the physical transmission of documents (e.g. passport copies). Disclosure may be required before, during, and after the execution of a transaction or service.

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## Information Recipients

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Involved third parties who qualify as information recipients are for instance stock exchanges, brokers, banks (especially correspondent banks), trade repositories, processing units and third-party custodians, issuers (including fund companies and transfer agents), authorities or their representatives, and other companies involved in the transactions or services in Switzerland and abroad. It is possible that such third parties will communicate the received information to other parties. For instance, they may entrust processing to their own processing centers.

Some foreign countries, namely the member states of the European Union, allow access to beneficial ownership information through public registers, so that third parties are able to ascertain, throughout the Union, who are the beneficial owners of corporate and other legal entities as well as of certain types of trusts and similar legal arrangements. Such data may be viewable by other persons and authorities (including tax and criminal authorities) or even publicly accessible (e.g. register of beneficial owners). Furthermore, such data is subject to the data protection rules applicable in the country maintaining the register.

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## Data Security in Switzerland and Abroad

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Security is an integral part of the Bank. For this reason, it protects the data of its clients with proven security standards following security systems and processes, and develops them on an ongoing basis. All group companies of the Bank in Switzerland and abroad are subject to these security standards and are regularly reviewed.

**If data is made available to an information recipient abroad, the bank client confidentiality protection guaranteed by Swiss law no longer applies. Furthermore, data may reach countries that guarantee less extensive data protection than Switzerland.**

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## Contact

Your client advisor or contact center will be pleased to help if you have any questions.

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