

# Special Terms and Conditions for SEPA transactions

These Special Terms and Conditions for SEPA transactions (hereinafter SEPA Terms and Conditions; SEPA = Single Euro Payments Area) apply between the client<sup>1</sup> and UBS AG (hereinafter UBS) and govern the execution and the receipt of domestic and cross-border transfers in euros in accordance with the SEPA payments standards (hereinafter SEPA transactions).

## 1. Requirements for a transfer

UBS executes a transfer in euros by order (hereinafter payment order) of the client or his authorized agent (hereinafter collectively originator) in accordance with the SEPA payments standards, if the financial institution of the payee is participating in SEPA and the following requirements are entirely met:

### 1.1 Complete information in the payment order

The payment order must contain the following information:

- the IBAN (International Bank Account Number) of the account to be debited;
- the last and first name or the company name and the address of the client's place of residence/domicile;
- the amount in euros to be transferred;
- the IBAN of the payee's account to be credited;
- the last and first name or the company name and the address of the payee's place of residence/domicile;
- the BIC (Bank Identifier Code) of the payee's financial institution;
- the execution date of the payment order.

UBS is entitled to execute the payment order despite insufficient or missing information if this information can be corrected and/or added by UBS without doubt.

### 1.2 Power of disposal and credit balance

The originator must be authorized to dispose of the account to be debited.

If the originator issues payment orders which exceed his available credit balance or limit, UBS may decide at its own discretion, and irrespective of the date or time the payment orders are received, the extent to which payment orders are to be executed.

### 1.3 No prohibitions or restrictions of disposal

No prohibitions or restrictions of disposal, in particular no statutory or regulatory provisions, no official orders and no agreements may exist which according to Swiss law would rule out the execution of the payment order.

### 1.4 Submission of the payment order

The payment order must be submitted via the electronic UBS products.

## 1.5 Specifics of collective orders

UBS may fully reject a collective order if the above requirements (sections 1.1-1.4) are not met by each individual payment order (cf. section 4).

## 2. Debit and credit date

UBS shall execute the payment order at the scheduled time provided the cut-off times (section 3) have been adhered to. The account specified by the originator will be debited on the execution date.

If a credit or debit date falls on a Saturday, Sunday or public holiday, UBS is authorized to credit or debit the account on the following bank business day.

As originator, the client acknowledges that credits to the payee may also be delayed by foreign arrangements for bank business days and public holidays.

## 3. Cut-off times

If a payment order is submitted by the originator after the relevant cut-off time, the payment will normally only be executed on the next bank business day. The client will be informed of the cut-off times in an appropriate manner.

## 4. Rejection of payment orders

UBS may reject a payment order if one or more of the requirements according to section 1 are not met.

Similarly, another party involved in the transfer (such as a clearinghouse or the payee's financial institution) may reject the payment order.

In both cases, UBS shall inform the originator within a period of time customary in the business and in an appropriate manner as to the reason for the rejection and shall credit back any amount already transferred to the account debited.

If UBS is itself in a position to dispose of the reason for the rejection of the payment order, UBS is entitled to (re-)execute the payment order, even without consulting the originator.

## 5. Return of incoming payments

Incoming payments, for which no IBAN or a non-existent IBAN is specified in the payment order, or which cannot be credited for other reasons (e.g. statutory or regulatory provisions, official orders, closed account), will be returned to the payment originator's financial institution. If other information according to section 1.1 is missing, UBS may also return the transfer amount.

For all returns (including those according to section 6), UBS is entitled to inform all parties involved in the transaction (including the payment originator) of the reason why the payment was not credited.

<sup>1</sup> The singular also includes the plural, the male form also includes the female form.

## **6. IBAN and data reconciliation**

As payee and originator respectively, the client agrees that the transfer amount will only be credited by UBS or by the payee's financial institution respectively, based on the IBAN provided and without any reconciliation thereof with the name and address of the payee.

However, UBS reserves the right to carry out such reconciliation at its own discretion. In case of discrepancy, UBS is entitled not to credit the transfer amount, but to return it instead. The payee's financial institution may also reserve the right to carry out such reconciliation and possibly a return.

## **7. Processing and transfer of data**

As originator, the client agrees that his data, in particular his name, address, IBAN and further information pursuant to section 1.1, will be disclosed as part of the settlement of domestic and cross-border payment orders to the involved domestic and foreign banks (including correspondent banks) and system operators (e.g. operators of payment systems), SWIFT (Society for Worldwide Interbank Financial Telecommunication) as well as payees in Switzerland and abroad.

Moreover, he agrees that all parties involved in the transaction may on their part transfer the data for further processing or data backup to assigned third parties in other countries.

The client further acknowledges that the data which is transferred abroad is no longer protected by Swiss law. Foreign laws and official orders may e.g. request that this data be forwarded to authorities or other third parties.

## **8. Fees**

UBS charges fees for services rendered in connection with SEPA transactions which are based on lists that may be amended and viewed at any time. The client will be informed in advance and in an appropriate manner of changes to fees and the introduction of a fee respectively.

UBS is entitled to debit an account of the client with any charges that may be applicable.

## **9. Credit and debit advices**

Credit and debit advices shall be made available to the client in an appropriate manner within one month, subject to any special agreements on date, form and type of advice.

## **10. General Terms and Conditions and other provisions**

In addition to these SEPA Terms and Conditions in particular the General Terms and Conditions as well as the provisions regarding the account relationship and electronic products shall apply.

## **11. Alterations to the SEPA Terms and Conditions**

UBS reserves the right to alter these SEPA Terms and Conditions at any time. Such alterations will be communicated in an appropriate manner and shall be considered as approved if no written objection is received within one month following their announcement.

## **12. Applicable law, place of performance, place of jurisdiction and place of debt collection**

These SEPA Terms and Conditions shall be governed by and construed in accordance with Swiss law. The place of performance as well as the exclusive place of jurisdiction for all disputes arising in connection with these SEPA Terms and Conditions shall be the domicile of the UBS office with which the business relationship exists. This shall also be the place of debt collection for the client if he is domiciled abroad (special domicile pursuant to Article 50, para. 2 SchKG). UBS reserves the right, however, to also take legal action at the client's domicile.