



# Contractual terms

For **private clients** – printed in May 2024



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# General Terms and Conditions

These general terms and conditions contain the fundamental principles that govern the business relationship between the client and UBS Switzerland AG ("UBS") in the absence of any other special agreements.

## 1. Interest, charges, commission, expenses and taxes

Interest, charges (incl. negative interest), commission, expenses and taxes, which have been agreed upon or are standard, shall be credited or debited to the client immediately, monthly, quarterly, every six months or annually at the discretion of UBS.

The current interest rates, charges and commissions can be found in the relevant published fee schedules/product factsheets. Changes may occur at any time due to changes in market conditions or costs, respectively, by adjusting the fee schedules/product factsheets, and will be communicated by appropriate means. Upon notification, the client may, in case of objection, terminate the service affected by the change with immediate effect.

## 2. Accounts in foreign currencies

UBS shall hold assets corresponding to the client's credit balances in foreign currency in the same currency within or outside the area of the currency concerned.

The client shall bear proportionately to his share all economic and legal consequences of any measures taken by the relevant authorities (e.g. prohibition of payment or transfer) which may affect any of UBS's invested assets in the country of the respective currency, area of the currency or investment concerned.

UBS's obligations arising from accounts in foreign currencies shall be discharged at the place of business of the office at which the accounts are held by establishing a credit balance for the client at a UBS branch, a correspondent bank or a bank named by the client in the country of the currency concerned.

## 3. Crediting and debiting amounts in foreign currencies

Amounts in foreign currencies shall be credited or debited in Swiss francs unless the client holds an account in the currency concerned or has issued instructions to the contrary in due time.

If the client holds neither a Swiss francs account nor an account in the respective foreign currency, UBS may, at its own discretion, credit or debit the amounts concerned to any foreign currency account held by the client.

## 4. Bills of exchange, checks and similar instruments

If UBS has credited bills of exchange, checks and similar instruments to the client, it shall be entitled to redebit the applicable amounts to the client in as much as the collection of funds subsequently fails. The same shall apply to paid checks that are subsequently deemed lost, counterfeit or deficient. Notwithstanding the foregoing, all payment claims which arise from such instruments shall remain with UBS.

## 5. Lien and set-off

UBS has a lien on all assets it holds in its own custody or elsewhere on behalf of the client, as well as on all claims the client has against UBS. UBS has the right to set off any claims the client may have against UBS against any claims accruing to UBS from its business relationship with the client, irrespective of the due date and currency of such claims.

The foregoing shall also apply to any loans and credit facilities whether or not such loans are secured by specific collateral.

In the event of default on the part of the client, UBS shall be entitled to realize the pledged assets either by forced or by private sale.

## 6. Legitimation agreement

Each person who verifies his identity with UBS by means of the specimen signature placed on file and/or a separately agreed electronic verification method, is deemed to be a legitimate user who has the right to issue binding orders to UBS.

UBS shall undertake the verification of identity with customary diligence. The instructions thus entered are deemed to be entered by that person. UBS shall have performed properly when it carries out these instructions or orders in the context of usual business activity.

The client is obligated to store all his banking documents accurately to prevent unauthorized third parties from accessing the information contained therein. When issuing orders or instructions, the client shall observe all precautionary measures to reduce the risk of fraud. The client shall keep all means of electronic identification that are provided (incl. passwords and codes) private and confidential in order to prevent misuse and shall store them separately and follow all UBS security recommendations for the electronic services/products. If the client identifies irregularities, the client shall make these known to UBS immediately. Any losses or damages suffered due to any breach of these duties of care shall be borne by the client.

UBS shall take appropriate measures to identify and prevent fraud. UBS shall be liable for any loss or damage suffered due to any failure on its part to exercise the appropriate standard of care and diligence customary in the business.

Any loss or damage suffered other than through a breach of duty of care by UBS or the client shall be borne by the party within whose sphere of influence the action giving rise to the loss or damage has occurred. UBS assumes no liability for loss or damage resulting from transmission error, technical defects and illegal intervention in IT systems or computers of the client.

## 7. Incapacity of the agent

The client shall inform UBS immediately in writing if the agent appointed by him becomes incapacitated or unable to act. If the client fails to notify UBS as aforesaid, any loss or damage arising from acts performed by the agent shall be borne by the client, unless UBS is in breach of the standard of care and diligence customary in the business.

## 8. Notifications

The client shall keep UBS updated of his information provided to UBS, e.g. name, address, domicile, e-mail address, telephone number etc. Notifications from UBS shall be deemed to have been duly served if sent to the last known address provided by the client.

## 9. Compliance with law

The client shall be responsible for complying with all laws and regulations applicable to him. This also includes his obligation to declare and pay taxes.

## 10. Execution of orders

If the client issues one or several orders which exceed the available credit balance or limit he has been granted, UBS may, at its own discretion and irrespective of the date or time the orders are received, decide to which extent individual orders are, in full or in part, to be executed.

In the event of loss or damage due to the incorrect execution or unjustified non-execution of orders, or untimely execution of orders (with the exception of stock exchange orders), UBS shall be liable for loss of interest. The client shall inform UBS in advance of any further loss or damage likely to be suffered in any given instance. Should the client fail to do so, such loss or damage shall then be borne by the client.

## 11. Complaints

The client shall raise any complaint in respect of the incorrect execution or non-execution of orders, or in respect of account or custody account statements or any other communications from UBS immediately upon receiving notice of the same, but no later than the period specified therein by UBS for raising such complaint, where applicable. In case the client fails to submit a timely complaint, he may breach his obligation to minimize any loss and may therefore be held liable for any resulting loss or damage.

## 12. Outsourcing of operations and services

UBS may outsource operations and services to Group entities and third parties within Switzerland and abroad. In particular, the administration of securities and other financial instruments, payment processing, data retention, IT (information and data processing), risk management, compliance, master data management and accounting (financial accounting and controlling), the internal anti-money laundering office and other back- and middle-office activities may be outsourced in whole or in

Additional important information about the client's business relationship with UBS as well as details on risks and regulatory developments can be found on the website: [www.ubs.com/legalnotices](http://www.ubs.com/legalnotices)

part. Outsourcing may require the transfer of data to affiliated or third-party service providers, and third-party service providers may involve other third-party service providers. All service providers are required to comply with respective confidentiality obligations. With regard to service providers located abroad, UBS only passes on data that does not refer to the identity of the client.

### 13. Data protection and banking secrecy

UBS is obliged by law to treat data related to its business relationship with the client ("Client data") as confidential.

The client authorizes UBS to disclose Client data to Group entities within Switzerland for business purposes. This applies in particular for the benefit of holistic and efficient client service delivery as well as information on the product offering across Group entities. **The client releases UBS to this extent from its duty of confidentiality and data protection and waives bank client confidentiality.** UBS will make sure that recipients of Client data are bound by applicable confidentiality and data protection obligations.

The client agrees that UBS is entitled to disclose Client data in order to comply with legal or regulatory obligations as well as to safeguard legitimate interests. This applies in particular to transactions relating to foreign countries insofar as applicable provisions demand disclosure, e.g. to custodian banks, central securities depositories, brokers, exchanges, repositories or authorities.

The UBS Data Privacy Notice contains detailed information on how UBS processes personal data. UBS publishes its Data Privacy Notice and any related updates on its website [www.ubs.com/data-privacy-notice-switzerland](http://www.ubs.com/data-privacy-notice-switzerland). A copy of the current Data Privacy Notice may be obtained from the client advisor.

### 14. Transactions and services requiring disclosure of data

UBS is obliged by law to treat data related to its business relationship with the client ("Client data") as confidential.

In the context of transactions and services UBS performs for the client (e.g. payments, securities, derivatives and foreign exchange transactions, custody services), in particular if they have a foreign connection, UBS may be required by applicable laws, self-regulations, market practices and conditions of issuers, providers and other parties it depends on for the performance of such transactions and services, to disclose data related to the transaction or service, the client and related persons (e.g. beneficial owner). **The client permits UBS to do so, also on behalf of affected third parties, and shall support UBS in**

**complying with such requirements.** The client understands and accepts that the recipients of the data may neither be bound by Swiss banking secrecy nor by Swiss data protection laws and that their use of the data is not controlled by UBS. UBS shall not be required to perform such transactions and services if the client withdraws or refuses to give its consent or cooperation.

### 15. Profiling and marketing

UBS may store, process, combine and use Client Data and data from third-party sources and create profiles therefrom. In particular they will be used by UBS and its Group entities to provide clients, where appropriate, with individual advice, tailored offers and information about UBS products and services as well as for market research, marketing and risk management purposes. Such data includes in particular: master data, financial data (e.g. asset and product data, account and custody account activity, as well as transaction and payment data, including its respective components) and client preferences.

### 16. Modification of conditions

In justified cases UBS shall be entitled to modify the general terms and conditions at any time. UBS shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the client unless an objection is raised in writing within one month of notification. In the event of objection the client shall be free to terminate the business relationship with immediate effect subject to special agreements.

### 17. Saturdays as public holidays

In the business relationship with UBS, Saturdays shall be treated as public holidays.

### 18. Termination of the business relationships

Either the client or UBS shall be entitled to terminate any existing business relationships with immediate effect and to terminate or call in any credit facility approved or drawn down unless otherwise agreed to in writing.

If the client, after an appropriate grace period granted by UBS, fails to notify UBS where to transfer the assets and credit balances held with UBS, UBS shall be entitled to either deliver the assets physically or to liquidate them. UBS may, with the effect of discharging all its obligations towards the client, deposit the proceeds and any credit balances at the place designated by a court or may send a check to the client's last known address.

# Disclosure of Client Data

## Information on Disclosure of Client Data for Transactions and Services

There are a growing number of laws, regulations, contractual and other provisions, industry practices, as well as compliance standards, requiring us to disclose client data, when providing certain types of financial services. Article 14 of our General Terms and Conditions (GTC) establishes the contractual basis for such disclosures in our relationship with you. This document provides you with further details. It supplements the information document (*Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities*) issued by the [Swiss Bankers Association](#).

### 1. Why do we need to disclose client data?

Adherence to applicable laws, regulations, licensing conditions, contractual provisions, industry practices and compliance standards is a prerequisite for doing business. This may include the disclosure of certain client data to relevant third parties on a regular basis (e.g.; trade reporting to an exchange) or on specific request (e.g.; unusual transactions).

Affected transactions and services include in particular securities transactions and custody (including corporate actions and transactions involving securities traded in a foreign country where local investor or tax ID is required), payments, foreign exchange transaction, derivatives, precious metal and commodities.

### 2. Who might receive your client data?

Recipients may be, but are not limited to banks, brokers, exchanges, securities trading platforms, trade repositories, system operators, processing units, clearing houses, custodians, central securities depositories and issuers, depending on the type of transaction and service and the specific involvement of that third party. The receiving third party may also be a UBS branch or affiliate.

Recipients may also be foreign regulators, foreign authorities and their representatives. Article 42c of Federal Act on the Swiss Financial Market Supervisory Authority and FINMA Circular "Direct transmission" (Circular 2017/6) enable banks to disclose information directly to foreign regulators, foreign authorities and their representatives.

### 3. Which client data might be disclosed?

Disclosed client data may include information on:

- Clients, authorized representatives, beneficial owners (any natural person[s] who ultimately owns or controls the [end] client and/or the natural person on whose behalf a transaction or activity is being conducted) and other involved parties (including, for example, their name, address, domicile, nationality, ID, passport number, contact details)
- Transactions or services (e.g. source of funds and other background information on transactions and services and any other compliance-related information, including client status, client history and scope of the client relationship with UBS)

### 4. When and how will client data be disclosed?

Disclosure may be required before, during or after the performance of transactions and services, may even occur after the banking relationship has ended and include data relating to transactions entered into and services rendered before the GTC dated January 2018 came into effect. Recipients may receive client data through any means or channels deemed appropriate including encrypted or unencrypted e-mail.

### 5. How will disclosed client data be protected?

Recipients of client data are subject to the legal and regulatory data protection standards applicable in the jurisdictions where they operate. Please note that once the client data has been disclosed, it is no longer under UBS's control and you should assume, for practical purposes, that it is also no longer protected by Swiss data protection and banking secrecy law. Recipients of client data within UBS Group are bound by UBS's global information security standards.

UBS does not necessarily know and may have no influence as to how the client data will be used following its disclosure. Normally, local laws and regulations provide what the data may be used for, for example, for combating money laundering, terrorism financing and corruption; for ensuring compliance with local securities laws or for investigating suspicious transactions. However, the data disclosed may eventually be used also for purposes that go beyond what is strictly required by law or regulation.

# Terms and Conditions for Payments

## 1. Scope

These Terms and Conditions for Payments between UBS Switzerland AG (hereinafter "UBS") and the client<sup>1</sup> govern the execution and receipt of domestic and cross-border payment orders and incoming payments. They shall apply regardless of which payment product is to be used to process the payment and which banks, correspondent banks and payment service providers (together "financial institutions") are involved. Other product or service-specific contracts and other special regulations for payment transactions are reserved.

## 2. Payment orders and incoming payments

### 2.1 Requirements for the execution of a payment order

UBS executes a transfer (hereinafter "payment order") in the name of the client if the following requirements have been fully met and any additional information (e.g., details specific to currency and payment solutions) is provided (subject to the provisions of sections 2.4.3 and 2.9.1).

#### 2.1.1 Details in the payment order

The client shall provide UBS with at least the following details:

- the IBAN (International Bank Account Number) or at least the account number of the account to be debited.
- their first and last name or company name, respectively, and the respective address.
- the amount to be transferred and the currency.
- the IBAN or at least the account number or another reference of the payee agreed upon with UBS (e.g., mobile number). Provided that the account number is provided: additionally, the BIC (Business Identifier Code) and/or the national clearing number as well as the name of the payee's financial institution.
- the first and last names or the company of the payee, as well as the respective address (in a structured format accepted by UBS).

#### 2.1.2 Power of disposal

The client must be authorized to dispose of the account to be debited. In addition, there shall be no prohibitions or restrictions of disposal, in particular no statutory or regulatory provisions, no official orders and no agreements (e.g., pledging of credit balances), which exclude or restrict the power of disposal.

#### 2.1.3 Credit balance

At the time of execution of the payment order, the client must have freely available assets on the account to be debited (credit balance and/or credit limit) at least in the amount of the payment order to be executed.

If the client issues payment orders that exceed his or her freely available assets, UBS may, irrespective of the time of receipt of the respective payment order, determine at its own discretion the extent to which it executes payment orders. If a payment order is executed despite an insufficient credit balance, UBS will charge the client interest according to the rates in the agreement or the fee schedules / product fact sheets.

#### 2.1.4 Submission of payment orders

As a rule, payment orders must be submitted via the electronic UBS products or in writing as original copy with a legally valid signature (hereinafter "in writing").

## 2.2 Amendments, revocation and recall of payment orders

As a rule, amendments to payment orders that have already been issued as well as the revocation of payment orders must be effected via electronic UBS products or in writing.

If the payment order has already been executed, the client may request a recall.

Recalls and amendment requests for executed payment orders are forwarded to the financial institution of the payee by UBS. However, it is not UBS's responsibility whether the recall leads to repayment or whether the amendment request will be accepted.

## 2.3 Special types of payment orders

### 2.3.1 Collective orders

In cases involving several payment orders with the same execution date and for which the execution as a collective order is desired, the requirements for the execution must be fulfilled for each individual

payment order. Otherwise, UBS reserves the right not to execute the entire collective order or parts thereof.

### 2.3.2 Standing orders

New standing orders as well as amendments and cancellations of existing ones must be received by UBS at least five bank business days before the date of execution. If this is not the case, they can usually only be taken into account at the next date of execution / due date. UBS reserves the right to cancel standing orders in justified individual cases, thereby observing a notice period of 30 days before the date of execution, notifying the client accordingly.

## 2.4 Execution of payment orders

### 2.4.1 Date of execution

UBS will execute the payment order as at the desired date of execution, provided that the respective cut-off times (section 2.4.2) have been adhered to and all requirements (section 2.1) for the execution of a payment order have been fulfilled. The specified account will be debited with the desired date of execution. Depending on the market opening times for the specific currency and on the type of order, UBS is authorized to process a payment order before the desired date of execution. The client's account will be debited at the time of processing with the value date for the desired date of execution. If the requirements (section 2.1) for the execution of the payment order are only completely fulfilled after the date of execution, UBS is still entitled to execute the payment order. If no date of execution is indicated in the payment order, UBS will execute the order, taking into account the respective cut-off times (section 2.4.2), provided that all the requirements (section 2.1) for the execution of a payment order have been fulfilled. UBS has no influence on when the crediting to the account of the payee from another financial institution occurs.

### 2.4.2 Cut-off times

The cut-off times are specified in the list "Cut-off times" for payment orders and incoming payments, which will be communicated to the client in an appropriate manner. If the payment order is submitted by the client after the relevant cut-off time, the payment order will usually only be processed on the following bank business day.

### 2.4.3 Alterations and additions by UBS

UBS may make alterations or additions in form or content to all types of payment orders (e.g., unsupported characters, corrections of spelling mistakes, conversion of an account number into IBAN format, insertion or adjustment of BIC [Business Identifier Code] and/or the national clearing number) in order to facilitate a more efficient processing.

Moreover, UBS is authorized to execute the payment order, despite insufficient or missing details, if these details can without any doubt be corrected and/or completed by UBS.

Furthermore, the client agrees that UBS may complete details about the payee, insofar as these are known to UBS, and may communicate the completed details to the originator on any debit advice or similar individual or periodical statement.

In addition, UBS has the right to determine the routing, i.e. the parties involved in the transfer (e.g., intermediary financial institutions) and to change any possible client details respectively.

### 2.5 Credit of incoming payments

If the incoming payment arrives after expiry of the respective cut-off time, it will usually be credited on the following bank business day. In principle, the amount as per the incoming payment is credited to the account specified. If no complete IBAN / account number / reference is specified, UBS shall determine the account to which the amount shall be credited.

### 2.6 Currency conversion and exchange rate risk

Currency conversions are performed for each payment transaction at the current exchange rate at the time the payment transaction is processed by UBS.

Any possible exchange rate profits or losses (e.g., with a refund) will be credited to or debited from the client respectively.

### 2.7 Infringements of legal and bank-internal rules and regulations

UBS is not obliged to execute payment orders or to process incoming payments that infringe the applicable law, regulatory provisions or of-

ficial orders of responsible authorities, or that in some other way are not compatible with internal or external rules of conduct and measures of UBS (e.g., embargo or anti-money laundering rules). UBS shall not be liable for any delays that result from required investigations, unless it has thereby infringed the due standards of care and diligence customary in the business.

## 2.8 Particularities specific to country and currency

Particularities specific to country or currency (statutory or regulatory restrictions, political turmoil, natural catastrophes, etc.) may result in delays or the non-execution of payment orders or incoming payments. Accordingly, UBS reserves the right at any time to partially or completely suspend payments in certain countries or in certain currencies. The client will be informed about such restrictions or suspensions in an appropriate manner. Regulations and particularities for payments from and into the respective countries are to be observed by the client. UBS shall not be liable for delays or the non-execution of payment orders and incoming payments or for increased costs resulting from from particularities specific to country and currency.

## 2.9 Rejections and re-transfers

### 2.9.1 Rejection of payment orders

If one or more of the requirements for the execution of a payment order are not fulfilled and no rectification is carried out by UBS, then UBS will not execute the payment order. Moreover, the payment order may be rejected by another party involved in the transfer (e.g., the payee's financial institution).

In the case of rejection, UBS will inform the client in an appropriate manner. If UBS has already executed the payment order, it will re-credit the amount received to the account after recovery. Costs and fees are charged to the client, provided they were not caused by UBS by a failure to exercise the appropriate standard of care and diligence customary in the business. If UBS is itself in a position to rectify the reason for the rejection of the payment order, it is authorized to re-execute the payment order even without consultation with the client.

### 2.9.2 Re-transfer of incoming payments

UBS will re-transfer incoming payments to the financial institution of the originator if good reasons exist which prevent the amount being credited to the account (e.g., non-existent account, statutory or regulatory provisions, official orders, rules and standards).

In connection with such a re-transfer, UBS is entitled to disclose to all parties involved in the payment transaction (including the payment originator) the reason for not crediting the amount.

## 2.10 Data reconciliation

In principle, incoming payments require the IBAN / account number / reference and corresponding first and last name, or company name, and address. As payee, however, the client agrees that the transfer amount may be credited by UBS solely on the basis of the IBAN / account number / reference and without any reconciliation thereof with the first and last name, or company name, and address of the payee. However, UBS reserves the right to perform such reconciliation at its own discretion and to request the correct details from the financial institution of the originator or to return the incoming payment if these details do not match. As originator, the client acknowledges that the financial institution of the payee may effect the credit either solely on the basis of the IBAN / account number / reference without any reconciliation thereof with the first and last name, or company name, and address of the payee or may perform such reconciliation and, in case of discrepancies, contact UBS and make queries or reject the payment order. In the event of such queries, UBS is entitled to disclose the respective information.

## 2.11 Processing and transfer of data

The client agrees that in the context of payment transactions for all account types the data of the client, in particular his or her first and last name, or company name, address, IBAN / account number / reference and other details as per the payment order, will be disclosed to all parties involved, such as domestic and foreign financial institutions, payment service providers, payment systems operators and SWIFT. Depending on the specific payment transaction (e.g., foreign currency) and payment processing (e.g., via SWIFT), this applies for both domestic and cross-border payment transactions.

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

Certain currencies are, partially or entirely, not processed via correspondent banks but via payment service providers.

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

## 2.12 Cover payments

UBS reserves the right to only credit incoming payments in foreign currencies that are connected to a cover payment (acquisition of the respective currency by another financial institution) after the definitive confirmation of the receipt of the cover from the correspondent bank. If, however, UBS immediately credits the incoming payments to the account, UBS reserves the right to re-debit the account at any time if the cover is not received within two bank business days from the correspondent banks. Other agreements are reserved.

## 2.13 Notification of incoming payments

The client can notify UBS about incoming payments in accordance with the list "Cut-off times" for payment orders and incoming payments. They shall be fully liable to UBS for incorrect notifications and shall be liable for any loss or damage, particularly in the case of an incorrect value date, if the credit advice is not received or is received by a bank other than that notified or if there is a discrepancy in the amount, except where UBS has failed to exercise the customary due diligence.

## 2.14 Additional special terms and conditions for SEPA payment transactions

Payment orders in accordance with the SEPA (Single Euro Payments Area) payments standards can only be executed if, in addition to the general requirements for the execution of payment orders, all of the following requirements are fulfilled:

- the payment order is denominated in euros.
- the payment order contains the IBAN of the payee.
- the payment order has been submitted via electronic UBS products.
- the payee's financial institution participates in SEPA.
- splitting of costs, i.e., payee and originator bear the costs incurred by their respective financial institution.
- no special instructions are issued.
- the maximum amount is not exceeded (see separate terms).

## 2.15 Additional special terms and conditions for instant payments

In the case of instant payments – in deviation from the provisions on cut-off times and bank business days – the payment order is usually executed immediately and credited to the payee.

Instant payments can only be executed if, in addition to the general requirements for the execution of payment orders, in particular the following requirements are fulfilled:

- UBS and the payee's financial institution support instant payments.
- the maximum amount is not exceeded (see separate terms).
- the account to be debited has a credit balance of at least the amount of the instant payment that is to be executed.
- the required validation checks were successfully carried out when the order was placed.

If an instant payment cannot be executed, UBS has the right to execute this as a non-instant payment.

## 2.16 Direct debit system

For direct debit systems, special conditions apply. If the respective contractual agreements with the client are not available, UBS has the right to reject all incoming direct debits without notifying the client.

## 2.17 Check

For checks special conditions apply.

## 3. Final provisions

### 3.1 Prices

UBS may levy fees for services rendered in connection with payment transactions (payment orders and incoming payments), which are based on fee schedules which may be altered and consulted at any time.

Changes are possible at any time in line with changes in market conditions or costs by adjusting the fee schedules / product fact sheets. They shall be communicated to the client in an appropriate manner.



Upon notification and in the event of objection the client shall be free to terminate the service affected by the change with immediate effect.

### 3.2 Bank business days

If a credit or debit date falls on a Saturday, Sunday or public holiday, UBS is authorized to effect the credit or debit on the following bank business day. Other arrangements with the client are reserved.

Payment orders or debits as well as incoming payments or credits may also be delayed due to regional, foreign or specific regulations of the financial institutions concerning bank business days and public holidays.

### 3.3 Data correction

Correct and complete data with standard formatting facilitates the efficient and economical processing of payment orders and incoming payments. UBS is entitled to correct client data without previous notice to the client (e.g., to correct incomplete or incorrect account numbers / IBAN / reference, first and last name, or company name and address, as well as to convert an account number into IBAN format). The client agrees that UBS may disclose the corrected client data to persons domiciled in Switzerland, who on request of the client issue payment orders in favor of the latter and who have received the corresponding details from the client for this purpose. This correction of data serves to ensure the smooth processing of future payments to the client.

### 3.4 Reverse posting

In the case of erroneous or incorrect bookings by UBS, UBS has the right to reverse these bookings at any time without consulting the client (reverse posting).

### 3.5 Credit and debit advice

Credit and debit advice shall be made available to the client in an appropriate manner or as agreed upon.

The client shall raise any complaint in respect of the incorrect execution or non-execution of orders, or in respect of credit or debit advices from UBS immediately upon receiving notice of the same, but no later than within 30 days of the date of the advice. The client may breach their obligation to minimize any loss or damage, in case they do not submit the complaint in time and are therefore liable for any resulting loss or damage.

### 3.6 Risk information

UBS provides information about possible risks in the use of paper-based products in the respective product descriptions. Reference to possible risks in the use of electronic UBS products is indicated in the corresponding contractual conditions and conditions of use.

### 3.7 Liability

UBS shall be liable to the client only for direct damages caused by UBS by a failure to exercise the appropriate standard of care and diligence customary in the business.

### 3.8 General Terms and Conditions and other provisions

In addition to these Terms and Conditions for Payments, in particular the General Terms and Conditions, as well as provisions governing the account relationship and electronic UBS products, shall apply.

### 3.9 Modifications to the Terms and Conditions for Payments

In justified cases, UBS is entitled to modify the General Terms and Conditions for Payments at any time.

UBS shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the client unless an objection is raised in writing within one month of notification, but in any event when the service is first used. In the event of an objection, the client shall be free to terminate the business relationship with immediate effect. Special agreements remain reserved.

### 3.10 Applicable law and place of jurisdiction

This agreement is governed by and construed in accordance with substantive Swiss law.

Exclusive place of jurisdiction for all legal proceedings is Zurich or the location of the branch holding the account.

This shall also be the place of performance and the place of debt collection for clients domiciled abroad.

Exclusive legal venues shall remain reserved.

[www.ubs.com](http://www.ubs.com)

<sup>1</sup>The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.

# Basic provisions for UBS Digital Banking

## (E-Banking and Mobile Banking for natural persons)

These **basic provisions** govern the terms relating to the access to UBS Digital Banking between the Client and/or the authorized agent of a Client's banking relationships jointly referred to as "**Contractual Partners**" and UBS as well as the functions offered with it. A description of the functions offered is available on the UBS website. The term "Client" refers to the holder of the banking relationship(s) for which the services of UBS Digital Banking have been activated pursuant to the agreement. The Authorized User is the actual user of UBS Digital Banking, as Contractual Partner or as a user authorized by the Contractual Partner (jointly referred to as "**Authorized Users**"). **The duties that are incumbent upon the Contractual Partner under these basic provisions shall also apply to the Authorized User. The Contractual Partner shall be entirely responsible for ensuring that the Authorized Users appointed by him comply fully with the obligations specified herein.** The authorized agent of a Client's banking relationships is also obliged to seek the Client's consent to the conclusion of this agreement and to explicitly inform him of the risks associated therewith (cf. Section 6). The term "**EDP system**" subsequently refers to hardware and software including mobile devices, fixed-line and mobile phones and other technical means used to access and use UBS Digital Banking.

### I. General provisions

#### 1. Personal means of access and user guides

Access to UBS Digital Banking and the functions offered with it is granted once the Authorized User has identified himself to UBS using the **personal means of authentication**, e.g., Access App, Access Card and card number, PIN/passwords, security code, contract number ("**Means of Access**"). The personal means of access provided to the Authorized User by UBS may only be used in accordance with the applicable terms and conditions. The dedicated user guide accompanying the personal means of access or submitted in electronic form ("**Instructions**") describes the correct utilization of the respective personal means of access to prove access authorization. Upon receipt, the Instructions shall be deemed to have been accepted as binding when the personal means of access are used for the first time (cf. Section 2). UBS may substitute or modify the personal means of access at any time.

The UBS Access App can be unblocked using PIN or biometrics (e.g., fingerprint or facial recognition). For the biometric check, UBS uses the mobile device's technology. During this check, UBS can neither influence nor access this technology and cannot view the biometric data stored on the mobile device. The Authorized User must ensure that they are the only person whose biometric data is stored on the mobile device. The Authorized User must protect their mobile device against access by third parties. Should the mobile device become lost, the Authorized User must deactivate the UBS Access App immediately. Additionally, due care must be exercised as laid out in Section 5. **The Contractual Partner shall bear overall responsibility for ensuring that the Authorized Users appointed by the Contractual Partner comply in full with the aforementioned obligations and further instructions from UBS (e.g., displayed in the UBS Access App).**

In addition to being a Means of Access for UBS Digital Banking, the UBS Access App can also be used for other UBS services, e.g., for identity-verification purposes and for additional confirmations.

#### 2. Identification and blocking of access

For the use of UBS Digital Banking and the functions offered with it, UBS does not check identity by means of signature or identity document verification. The verification of the user's authorization shall be established solely on the basis of the personal means of access provided (cf. Section 1) (self-authorization).

**Any person successfully gaining access to UBS Digital Banking using the personal means of access, shall be regarded by UBS as authorized to access; this shall apply irrespective of whether this person is actually the Authorized User and/or was authorized by the Contractual Partner accordingly.**

**All directives and instructions received by UBS concerning UBS Digital Banking shall be deemed to have been issued by the Authorized User. UBS shall be deemed to be authorized to execute**

**these directives in the standard course of business and to follow these instructions and messages where they are based on a correct verification of identity.**

Any Authorized User may request the blocking of access to UBS Digital Banking. He may also block his own access/authorization by entering his means of access incorrectly until the system shows it to be blocked.

**The Authorized User shall bear the risk of the use of his personal means of access until the block takes effect within the normal business period.**

Access authorizations/Personal means of access do not become invalid automatically, e.g., as a result of death or incapacity, cancellation of the authority to sign or deletion from a register. Notwithstanding the above, **the Client, his legal successors or the Authorized Users must always explicitly order the blocking of the access authorization or the personal means of access.** In the case of non-use, UBS reserves the right, on its own initiative, to block or permanently deactivate access to UBS Digital Banking.

#### 3. UBS hardware and software (incl. apps)

To use UBS Digital Banking, the Authorized User may use the hardware (e.g., card reader) and software (e.g., UBS Mobile Banking App) provided specially by UBS. These must be checked within one week of receipt. UBS must be notified immediately of any defects, otherwise the hardware and software shall be deemed to have been accepted as fully functional.

As far as is legally permissible, UBS gives no guarantee that the hardware and software are provided entirely free of errors. Moreover, UBS gives no guarantee that all elements of the hard-/software correspond to the Authorized User's expectations or will function without error in relation to all applications and in conjunction with any other programs and device/network configurations selected by the Authorized User. In the event that defects or errors impair or hinder the functionality, the Authorized User must refrain from using the hard-/software and immediately notify UBS.

The use of hardware and software provided by UBS on devices not controlled by UBS, especially **the use of apps on a mobile device, may mean that third parties (e.g., device manufacturers, providers of app distribution platforms or, network providers) are able to conclude that there is a banking relationship with UBS or access bank client information (e.g., when bank client information is saved on the devices or the device is lost).**

For optimum security, UBS can use special security functions in the UBS Access App on some manufacturers' devices. To activate these security functions, UBS must transmit **device-identifying data** such as the serial number of the device processor and, if applicable, **the network address (IP address) used by the device to external service providers abroad** after downloading or updating the UBS Access App. From this data, the service providers may be able to infer the identity of the Contractual Partner or Authorized User and conclude that a banking relationship exists with UBS. The device owner has the opportunity to reject the data transfer and to forgo the use of the security functions. In this case, certain transactions (especially the confirmation of payments to new payees) as well as changes to security-relevant settings must be confirmed using the UBS Access Card instead of the UBS Access App. By agreeing to the use of the security functions UBS is authorized to transmit data to the service providers. The Contractual Partner understands and accepts that the service providers may neither be bound by Swiss banking secrecy nor by Swiss data protection laws and that their use of the data is not controlled by UBS.

By using the hardware and software provided by UBS the Contractual Partner acknowledges that these are used at his own risk.

For the use of software, UBS grants the Contractual Partner the non-exclusive, non-transferable right to download the software at no additional charge, to install it on a device owned and controlled by the Contractual Partner and to deploy it to use UBS Digital Banking and the functions offered with it.

For reasons of security, UBS is authorized to block the use of software provided by UBS, e.g., on devices with potentially harmful software or on which the usage restrictions have been removed (rooting/jailbreaking).

Provided UBS exercises the customary level of care, UBS offers no guarantee for the provision of uninterrupted, fault-free access to its services. It will therefore accept no liability for damage as a result of faults, interruptions (including system-related maintenance work) or the overloading of UBS ATMs or EDP systems.

#### 4. Notification services

In UBS Digital Banking and the functions offered with it, the Contractual Partner has the option to be informed of certain events by electronic messages (e.g., email, SMS). For system-related reasons, these notifications are **sent via unencrypted communication channels**. For technical reasons, UBS is unable to guarantee that messages are actually received by the user in every case.

In the absence of any special instructions, **as part of the Client's entire business relationship** (including future banking relationships), UBS reserves the right to send **electronic messages** such as security notifications and recommendations, event reports, tips, confirmations of meeting requests, publications and general and personalized product and service information **to end devices, phone numbers or email addresses provided to UBS using unencrypted communication channels**. These messages may reveal that the Client has certain UBS products and services and allow **third parties, such as network and service providers, to conclude that a banking relationship exists**.

#### 5. Obligations to exercise due care

The Contractual Partner must obey instructions of UBS relating to the use of UBS Digital Banking, especially those on security precautions. UBS may provide these instructions on the UBS website, in UBS Digital Banking or another suitable manner.

The Authorized User is obliged to **store the personal means of access carefully and separately from each other**. Means of access (especially PIN/passwords, security code and the Access Card number) **may not be passed on or otherwise made available to other persons**. PIN/passwords must be modified immediately upon receipt and **kept secret**. PIN/passwords may not be noted down on the means of access (e.g., the Access Card) and must be encrypted if stored electronically (e.g., in UBS Safe). PIN/passwords must be chosen in such a way that they are not easy to determine (no phone numbers, dates of birth, car number plates, simple numeric sequences, etc.).

No replies may be sent to emails, SMS or other messages allegedly sent by UBS and requesting disclosure of personal means of access (e.g., by entering user names, contract numbers, passwords or security codes on websites accessed by links). UBS must be informed immediately of any such requests. If there are reasons to suspect that any other person has obtained knowledge of a PIN or passwords, the Authorized User must ensure that they **are changed immediately**. The loss of a means of access **must be reported to UBS immediately**.

Where the Authorized User connects to UBS Digital Banking via the internet or other electronic networks, he is obliged, for the purposes of combating errors and fraudulent use, to verify the correctness of the selected UBS address and authenticity of the respective UBS server certificate (fingerprint), unless this is executed automatically by the UBS software or the personal means of access used for the login (for further details, please consult the Instructions). In the event of irregularities, no login may take place and the connection is to be aborted immediately and UBS must be contacted. The personal means of access may only be submitted to UBS. Login may only take place on the UBS login web page and never on the web page of a third-party provider.

It is possible that unauthorized third parties may attempt to gain undetected access to the **EDP system of the Authorized User**. The Authorized User is therefore obliged to take standard security measures in order to minimize existing security risks (e.g., internet-related risks). In particular, the operating system and browser must be kept up to date. In other words, the Authorized User must install the security patches supplied and recommended by the respective providers. The security precautions customary for public electronic networks must be adhered to (e.g., by using a firewall and an anti-virus program that must be updated regularly). It is the responsibility of the Authorized User to obtain information about the required security precautions and to implement them.

To increase security, the Authorized User may be asked to confirm selected transaction data when placing orders, including for example the payee, or the entire transaction. In this case, the Authorized User is obliged to check the information displayed for confirmation against the available original (physical) order instruction, i.e., independently of the information displayed in UBS Digital Banking, and, if correct, to confirm it using the personal means of access. The exact procedure is described in the Instructions. The Authorized User alone shall be responsible for the correct and careful execution of the confirmation. UBS may modify the existing safeguards as well as introduce new ones at any time.

**The Contractual Partner shall bear overall responsibility for ensuring that the Authorized Users appointed by the Contractual Partner comply with the aforementioned obligations in full.**

#### 6. Risks

**The agreement regarding the verification of authorization (cf. Section 2) means that any risks, which result from (i) manipulation of the EDP system of the Authorized User, (ii) fraudulent utilization of personal means of access, (iii) breaches of duties of care, or (iv) interference by unauthorized third parties during data transmission shall be borne by the Contractual Partner.**

The Contractual Partner and the Authorized User are aware of the risks of exchanging information and data over public and private networks and of using the hardware and software provided by UBS. Even though data transmitted over the internet in UBS Digital Banking is automatically encrypted (apart from the sender and recipient), the risk of targeted manipulation of the Authorized User's EDP system falls within the area of responsibility of the Authorized User and must accordingly be borne by the Authorized User and/or Contractual Partner. UBS hereby excludes all liability in respect of loss or damage suffered due to transmission errors, misrouting, technical faults or defects, breakdowns or illegal/fraudulent intrusions in EDP systems of the Authorized User or any third party (incl. systems and transmission networks that are generally accessible to the public), unless UBS failed to exercise the appropriate standard of care and diligence customary in the business.

#### 7. Information from machines, terminals, monitors and other EDP systems

UBS exercises the appropriate standard of care and diligence customary in the business when displaying information via machines, terminals, monitors or other EDP systems (including apps). UBS excludes any further guarantee and accepts no further liability for timeliness, accuracy and completeness. **The information and messages displayed shall be regarded as provisional and shall not be legally binding** unless certain information is explicitly stipulated as such within the framework of a specific function.

#### 8. Special terms and conditions of use and legal notices

Some functions offered by UBS Digital Banking require an additional agreement. UBS may submit this to the Authorized User in electronic form once the latter has authorized himself via UBS Digital Banking. This shall also apply to amendments or additions to these basic provisions. The functions shall be activated as soon as the Authorized User successfully applies for them, where necessary, and electronically accepts the respective function-specific provisions. Upon acceptance, the provisions shall become binding for the Authorized User and/or Client. Agreements concluded electronically shall be regarded as equivalent to agreements signed by hand. The provisions can be printed and can be viewed in UBS Digital Banking. UBS may alter its range of services at any time.

The function "Agreements" (cf. Section 18) may also be used to electronically sign selected documents (e.g., declarations, contracts) relating to services and products outside of UBS Digital Banking.

Due to the internationalization of markets and the ongoing expansion of electronic services, UBS is obliged to display additional legal notices on electronically communicated information and services. Once displayed, these shall become binding for the Authorized User and/or Client. In the event that the Authorized User / Client do not wish to accept these, they shall be obliged to cease using the affected information/services.

#### 9. Country-specific restrictions, foreign import and export restrictions

The range of financial services offered to Authorized Users abroad may be subject to local legal restrictions. If UBS does not have the nec-

essary local approvals, the scope of the services available to Authorized Users from the country concerned must be restricted. These restrictions are constantly changing in line with legal developments and the regulatory environment of the respective country. **UBS shall be authorized to adjust or restrict at any time the range of functions available without prior notice.**

The personal means of access provided by UBS may be subject to specific import/export restrictions as well as restrictions of use. Furthermore, export/import and the use of the personal means of access by the Authorized User in third countries, i.e., in countries other than the country to which UBS originally delivered them, may be subject to additional country-specific laws. The Authorized User shall be responsible for being aware of and complying with all relevant restrictions and laws. UBS accepts no liability whatsoever in this regard.

In all other respects the country-specific and/or page-specific information and notices on the respective websites shall apply.

#### 10. Costs, fees and conditions

The costs for using UBS Digital Banking, the functions provided therein and the provision of the personal means of access (incl. replacements and additional orders) and the accompanying hardware are detailed in a separate price list. Any value added tax and other duties that may be due shall be billed in addition to the agreed costs. The agreed costs shall be charged to the Client immediately, monthly, quarterly or annually as UBS chooses. The personal means of access provided by UBS may, when imported abroad, be subject to specific duties and taxes on import. In addition, further fees, e.g., customs clearance commissions, may arise. Since UBS delivers duty unpaid, all duties and fees in connection with any import abroad are at the expense of the Client.

The fees stated in the contract with your network provider shall apply to the transfer of data via the internet (incl. roaming).

UBS reserves the right to change the conditions (costs, fees, any discounts, the scope as well as type and nature of the provision of the services) for UBS Digital Banking and the functions offered with it at any time. Modifications shall be announced in an appropriate way.

#### 11. Banking secrecy and data protection, profiling and marketing

The Contractual Partner authorizes UBS to process all information (e.g., personal data, geodata, device information) associated with the use of UBS Digital Banking and the functions offered with it where this is necessary to provide services as part of UBS Digital Banking and to ensure security.

The General Terms and Conditions, in particular, the provisions concerning profiling and marketing, also apply to data acquired under UBS Digital Banking.

UBS is authorized to gather individual cookie data from the Authorized User concerning his use of UBS Digital Banking in order to continuously improve UBS Digital Banking and the functions offered with it, to develop it according to the needs and interests of the Contractual Partners (e.g., quicker resolution of technical errors, make it easier to find content, personal tips and offers on using UBS offers) and to identify any security risks. This allows UBS to identify the Contractual Partner individually as a person. Certain cookie settings can be configured by the Contractual Partner himself on the respective web page. UBS never passes cookie data to third parties that could identify the Contractual Partner personally or as a client of UBS.

Additionally, the "Terms of use" and the "Privacy statement" contained on the individual web page shall apply.

For security reasons, UBS is authorized to record any phone conversations conducted with UBS.

#### 12. Amendments to provisions and functions

UBS shall be entitled to amend the basic provisions, the Instructions, any guidelines on security precautions, additional agreements or special provisions on individual functions at any time. UBS shall be responsible to announce the amendments in advance, e.g., electronically on screen (cf. Section 8) or in any other suitable manner. The amendments shall be deemed to be approved, unless an objection has been raised in writing within one month of the announcement, but in any event, when

using UBS Digital Banking for the first time after the announcement. In case of a contradiction, the Contractual Partner shall be free to terminate the affected service with immediate effect, before the amendments come into effect, unless the Client otherwise comes to an agreement with UBS at that time.

UBS is authorized to change or discontinue (wholly or partially) the functions offered as part of UBS Digital Banking without prior notice.

#### 13. Termination

The Contractual Partner and UBS may terminate the use of UBS Digital Banking or individual functions if offered by UBS Digital Banking with immediate effect. Following the complete termination of UBS Digital Banking, the Means of Access provided must be rendered unusable/unreadable and returned at once and, without being asked to do so, to the branch holding the account and/or uninstalled.

**Notwithstanding such notice of termination, UBS shall still be authorized to execute, with legally binding effect all transactions initiated for the Contractual Partner before the personal means of access were returned.**

#### II. Function-specific provisions

The following function-specific provisions shall apply in addition to the general provisions above. The scope of the services offered may vary in E-Banking and Mobile Banking.

#### 14. Mailbox

UBS and the Authorized User can send each other messages via the Mailbox ("Messages").

**Messages sent to the Contractual Partner and/or Authorized User shall be deemed to have been duly received when they are electronically available in the inbox.** Therefore, the Contractual Partner or Authorized User thus shall bear full responsibility for promptly reading and duly noting the content of any Messages addressed to him.

Messages sent to UBS will be dealt with on bank business days during normal business hours by the relevant specialist unit of UBS as **part of current business processes, with no priority treatment.** Correspondingly, **Messages that are time-critical or subject to time limits** (e.g., time-critical payment and stock exchange orders, instructions to subscribe to issues or to carry out any other securities transactions subject to time limits, cancellations of orders and powers of attorney, blocking instructions for credit cards and other services) may not be sent to UBS via Mailbox.

The ability to save Messages is limited in both duration and scale and may not be used to comply with any legal duties of retention. UBS is authorized to delete opened and unopened Messages if they are older than 12 months or if a maximum storage capacity limit has been exceeded.

#### 15. Delivery of correspondence and issuing of corporate action instructions in electronic form

Without specific instructions, the Contractual Partner authorizes UBS with the "Declaration regarding the use of UBS Digital Banking" and the functions offered with it to send any correspondence sent by post under the current provisions governing the banking relationship (in particular account and custody account statements, notifications of credits and debits, confirmations and/or certificates, credit card invoices, other invoices, notifications related to capital transactions, other announcements) and other documents as indicated separately in the list available on the UBS website (referred to collectively as "**Documents**") to the Authorized User electronically (e.g., as digital bank documents) via UBS Digital Banking and the functions offered with it. **This applies to all products and services (e.g., accounts, custody accounts and credit cards) belonging to the banking relationship in question; this includes any documents on products and services excluded from access via UBS Digital Banking and documents on banking relationships which according to the delivery instructions must be delivered to the Authorized User.** Should the delivery by post of a specifically designated document be required in individual cases, UBS may be requested to provide a copy for an appropriate processing fee.

If instructed by the Contractual Partner or in justified cases UBS will resend the documents by post to the address provided. Documents accessible in UBS Digital Banking at that time remain available electronically to the addressee, however **the change may affect costs.**



Any documents sent electronically shall have the same legal effects as if sent by post and shall represent the original document (or the original version of any copies, duplicates, etc. sent electronically).

The Authorized User shall check the incoming documents carefully to ensure that they are complete and accurate. Complaints must be made immediately after delivery, or at the latest within the course of standard business or a specified period, otherwise they will be considered to have been approved.

**Documents are deemed to have been duly received by the addressee once accessible electronically via UBS Digital Banking and the functions offered with it.** Therefore, the Contractual Partner or Authorized User bears full responsibility for promptly reading and duly taking note of the content of any documents addressed to him.

There is no fixed time limit for saving delivered documents. However, UBS reserves the right to impose limits on how many delivered documents can be saved as well as how long they can be stored. Attention is expressly drawn to the fact that in view of the formal legal requirements for an electronic archive the addressee may not use saving in UBS Digital Banking for archiving purposes.

In addition, UBS is authorized to send **corporate actions (e.g., optional dividends or capital increases) electronically** in UBS Digital Banking and to receive and execute electronic instructions from duly Authorized Users (e.g., individual signing authority for payment and/or trading orders). **The Contractual Partner and his Authorized Users shall be responsible for setting up the notification function for corporate actions, in order to be able to issue instructions in a timely manner and to not lose voting rights.** If instructed by the Contractual Partner or in justified cases, the delivery type can be changed to paper format.

## 16. Quotes

Quotes (including the "Virtual Portfolio" and other functions) provides rates and a variety of information on financial products, currencies, companies, etc. as well as a number of different notification tools (e.g., market notifications, notification about expiry dates or new issues).

In some cases, UBS receives the **rates and information** in Quotes from third parties. Although UBS selects the data sources and technical systems very carefully **there may be time delays** or the rates and information **may contain errors or be incomplete**. For these reasons, all notification tools may also be subject to time delays (e.g., when limits are reached) or errors. **All rates and information** in Quotes or the notification tools are **therefore, purely indicative**.

The rates and information in Quotes as well as the information supplied by the notification tools **do not constitute an offer, a recommendation or any form of individual investment advice**. Please contact your client advisor for individual advice or to check if a particular product is suitable.

In Quotes, UBS provides **the relevant product information for investors required by law**, for example, in the form of a Key Information Document (KID), PRIIPs KID or Key Investor Information Documents (KIID). Product information documents, such as a KIID, contain the information required by law regarding the significant features of the investment product in question, such as identity, a brief description of the investment objectives and investment policy, risk/return profile, costs and fees, past performance, and performance scenarios if applicable. This information is required by law to explain the nature of this investment product and the associated risks. Product information documents are prepared by the provider of the relevant product. UBS is not liable for the accuracy of information compiled by third-party providers. Such information is not advertising material. UBS recommends reading the investor information documents provided carefully in order to understand the fundamental aspects, functionality as well as the risks and costs of the investment product in question and, relying on this, be able to take one's own soundly based investment decision. **By placing any subscription order, the Contractual Partner confirms** that he has **received, read and understood the relevant product information via Quotes**. If the product information documents provided electronically are required as a hard copy, please contact your client advisor.

Quotes may also include information on collective investment schemes which may be offered in and from Switzerland only to qualified investors

in accordance with the Swiss Federal Act on Collective capital schemes (CISA) (including supervised financial intermediaries, public-sector corporations and pension funds with professional treasury operations, companies with professional treasury operations, high net worth individuals who have declared in writing that they want to be considered as professional clients, as well as asset management and investment advisory clients). **In Quotes, qualified investors have access to further product and financial information, provided the qualifying requirements are met and a corresponding authorization is available. This further product and financial information also comprises information about foreign collective investment schemes which have not appointed a representative or a paying agent in Switzerland. In Switzerland, the content of these Quotes web pages is directed solely at qualified investors in accordance with CISA.**

Based on the authorization data from the suppliers of UBS, the collective investment schemes that may not be distributed in Switzerland or only to qualified investors are marked with a clearly identifiable **disclaimer**. These collective investment schemes are **expressly excluded from being offered in and from Switzerland and/or to non-qualified investors**. Investors are requested to read the disclaimers and the legal documents on the collective investment schemes carefully and they agree to invest in collective investment schemes only in accordance with the applicable restrictions.

Quotes may also include information on structured products that may only be offered in and from Switzerland to professional and institutional clients as well as to private clients with a permanent portfolio management or investment advice relationship. Based on information from the suppliers of UBS, those structured products that may not be offered in and from Switzerland or only to professional and institutional clients as well as to private clients with a permanent portfolio or investment advice relationship are marked with a clearly identifiable disclaimer. These structured products are **expressly excluded from being offered in and from Switzerland to private clients (without a permanent portfolio or investment advice relationship)**.

## 17. Securities

Stock market orders may be placed via UBS Digital Banking. The Contractual Partner acknowledges that when placing stock market orders using the function "Securities", UBS cannot systematically check whether the product selected by the Contractual Partner is appropriate or suitable for his particular situation. Information on types of business with an increased risk potential and a complex risk profile is provided in the brochure "Risks Involved in Trading Financial Instruments". Please contact the client advisor for individual advisory.

**Only pending or partially executed orders may be modified or canceled.**

UBS forwards orders placed by the Contractual Partner to the responsible trading partner / trading system in Switzerland or abroad (bank, broker or trader). Although a modification or cancellation of the original order is received and forwarded promptly by UBS, it can occur in individual instances that subsequent modifications/cancellations by the relevant trading partner / trading system can only be processed at a time when the original order from the Contractual Partner has already been fully or partially executed.

**If the modification/cancellation of the original order cannot be processed by the trading partner / trading system in time, despite all due care on the part of UBS, it shall be deemed to have been belatedly received by UBS.**

**At the time when the modification/cancellation of the original order is made, it is not possible to state if it can actually be carried out in time or whether the original order has already been partially or fully assigned by the trading partner / trading system. The Contractual Partner hereby undertakes to check the latest status of the original order himself in the relevant order overview:**

- The order status "**Modification pending**" or "**Cancellation pending**" means that UBS has not yet received any confirmation of the modification/cancellation of the original order from the trading partner / trading system through;
- if the order status changes from "**Modification pending**" or "**Cancellation pending**" to "**Pending**", then the modification/cancellation of the original order has been received by the trading partner / trading system through;

- the order status "**Partially executed**" means that only a part of the original order could be modified or canceled. The rest of the original order had already been assigned prior to the modification/cancellation. The extent of the assignment is provided in the order details pertaining to the original order through;
- the order status "**Canceled**" means that UBS has received a confirmation from the trading partner / trading system stating that the original order from the Contractual Partner has been duly canceled on the basis of his cancellation request.

In UBS Digital Banking, UBS provides the **relevant product information for investors required by law**, for example in the form of a Key Information Document (KID), PRIIPs KID or Key Investor Information Documents (KIID). The provisions on product information for investors for Quotes in these basic provisions apply correspondingly for the function "Securities". Investors hereby agree to invest in collective investment schemes only in accordance with the applicable investment restrictions (in particular, non-qualified investors are prohibited from investing in collective investment schemes for qualified investors).

Depending on the function and authorization in UBS Digital Banking, the Contractual Partner can invest in investment products, for example, collective investment schemes, structured products and similar products from UBS Group companies in Switzerland as well as from independent third-party companies ("**Financial Instruments**"). The purchase or sale of a Financial Instrument generally incurs direct costs and fees, e.g., a subscription and redemption commission, and indirect costs and fees, e.g., a fund management and administration fee. Indirect costs such as distribution commissions in favor of UBS and/or its associated companies may also be incurred. Where available and permissible, UBS provides in UBS Digital Banking information on the relevant costs and fees and their use. In all other respects, inquiries regarding costs and fees must be addressed directly to the provider of the investment product in question or your client advisor. UBS is not liable for the accuracy of information compiled by third-party providers. **In addition, UBS typically receives, periodically or in advance, monetary benefits from these Financial Instrument manufacturers such as distribution fees / trailer fees, rebates and similar benefits as remuneration for the distribution and/or custody of these Financial Instruments.** The "Information sheet on monetary and non-monetary benefits" ("**Information Sheet**"), which is an integral part of these basic provisions, provides detailed information, particularly on the amount of the monetary benefits by presenting percentage ranges for various financial instrument categories. Such monetary benefits may lead to conflicts of interest on the part of UBS. UBS has taken appropriate organizational measures to minimize any associated risks resulting from conflicts of interest. The Contractual Partner agrees that UBS will retain the monetary benefits received from UBS Group companies or independent third parties in full, and **herewith expressly waives his right to receive any of these monetary benefits.** The Contractual Partner acknowledges that this arrangement deviates from the statutory right claim for restitution according to art. 400 para 1 of the Swiss Code of Obligations and/or from any other statutory provision with similar content.

**The Contractual Partner is aware of and accepts the system-related risks associated with the function "Securities"**, specifically the risk described above regarding the belated receipt of a modification/cancellation of the original order, and, to the extent permissible by law, releases UBS from all liability for loss or damage arising from the use of this function.

#### 18. Electronic signatures

UBS Digital Banking, in particular, the function "Agreements", allows the Contractual Partner to sign selected documents electronically according to their signing authority. In this section, electronic signatures refer to any form of electronic approval, in particular accepting and signing electronically. Electronically signed documents are stored and displayed within UBS Digital Banking once they have been processed.

The Contractual Partner shall check the received document carefully for completeness and accurateness. Complaints must be made immediately. By clicking on the relevant button, the Contractual Partner states that he wishes to sign the document in the form shown to him in this function. This document is then deemed signed. Electronically signed documents have the same legal effects as documents signed by hand, and they represent the original. **A copy of an electronically signed document which is subsequently printed out and signed by hand has no legal effect.**

For electronic signatures, UBS may use electronic certificates from recognized suppliers of certification services. For electronic certificates from SwissSign AG, the "Subscriber Agreement Certificate Services" of SwissSign AG applies in the respective current version (available at <https://www.swissign.com/support/repository.html>). The Contractual Partner hereby accepts this subscriber agreement and complies with its provisions (in particular the obligations in handling certificates). If UBS uses electronic certificates from another supplier of certification services, the applicable terms of use will be made available by the respective supplier or will be provided in a suitable manner to the Authorized User in UBS Digital Banking. The Contractual Partner requests and authorizes UBS to forward the necessary information, such as last name and first name, to the relevant provider of certification services for the purposes of issuing such a certificate. The certificate may only be used to electronically sign UBS documents and contracts with UBS.

The Contractual Partner confirms that the information provided by him as identification (such as last name, first name, date of birth, nationality and residential address) are correct and complete at the time a document is signed electronically. The Contractual Partner must check the electronically signed document / the certificate from the recognized supplier of certification services for accuracy. Any errors and incorrect or incomplete information must be reported to UBS immediately.

The personal means of access (especially the Access Card and PIN/ passwords) are also used in this function to access the electronic certificates relevant for electronic signatures. The personal means of access must therefore be stored separately and with particular care and may in no circumstances be passed on or otherwise made available to other persons (cf. Section 5).

In the event that the Contractual Partner discovers or suspects that his Means of Access are being misused, he must notify UBS immediately, so that, inter alia, the use of the electronic certificate to sign documents can be suspended.

Should the delivery by post of a specifically designated document be required in individual cases, UBS may be requested to provide a copy for an appropriate processing fee.

Documents submitted are generally retained in UBS Digital Banking and the functions offered with it for 10 years. UBS shall be authorized to delete any opened and unopened documents older than 10 years. UBS also reserves the right to delete both opened and unopened documents at any time with prior notice to the Contractual Partner.

#### 19. eBill

The eBill service ("**eBill**") allows the Contractual Partner to participate in the eBill invoicing system operated by SIX BBS AG in order to receive and pay electronic invoices ("**eBill Invoices**") in UBS Digital Banking.

The Contractual Partner must be registered with email address (or mobile number) at the eBill invoicing system from SIX BBS AG to use eBill. **Registration for eBill is generally automatic. For this purpose, UBS discloses the email address (or mobile number) provided to UBS to SIX BBS AG. Each Authorized User shall be deemed to be authorized to participate in the eBill invoicing system, to activate further eBill functionalities independently and to use and, where applicable, to conclude additional agreements (cf. Section 8) as well as to manage eBill invoices. The Contractual Partner is responsible for the activation and use of eBill by his Authorized Users.**

eBill allows the Contractual Partner to access and process eBill Invoices. The Contractual Partner may also use eBill at other financial institutions participating in the eBill invoicing system. He can retrieve and manage his eBill Invoices at all financial institutions where he has registered with the eBill invoicing system using the same email address. The Contractual Partner can conveniently pay invoices using a payment order in UBS Digital Banking or transmit a rejection of the invoices to the invoicing party electronically.

To make it simpler to pay invoices, some information from the submitted invoice is automatically completed in the payment order via UBS Digital Banking. The Contractual Partner must check the payment order carefully for completeness and accuracy. The responsibility for issuing the payment order correctly lies solely with the Contractual Partner.

If the "Automatically add invoicing parties" function is active, participating invoicing parties can send eBill Invoices to the Contractual Partner immediately and without prior notice. Additionally certain information on the Contractual Partner and Authorized User will be visible for the invoicing party (e.g., profile information such as email address and mobile number as well as company or technical identification number).

With the "eBill Sharing" function, eBill invoices can be shared with any other eBill users ("Co-users") for further processing. Furthermore, the Co-user is granted the following rights in particular: (i) full view of eBill Invoices, including invoice details which may contain confidential information (e.g., medical bill with details); (ii) view of standing approvals with related information (invoicing party, period of validity, execution day, limit); (iii) subscribing and unsubscribing of the Contractual Partner for eBill Invoices with invoicing parties. The name of the person having approved or rejected an eBill Invoice is also visible for all Co-users.

For the purpose of providing the eBill service, UBS makes the status of eBill Invoice processing and other Contractual Partner and Authorized User-related data visible (e.g., first and last name, date of birth, address, profile information such as email address and mobile number, company or technical identification number, business case, or invoice ID) to SIX BBS AG, other participating financial institutions of the eBill invoicing system, the respective invoicing party and its network partners, and, where applicable, to third parties involved by these. **The Contractual Partner releases UBS to this extent from the duty to maintain banking secrecy.** The recipients of the data may process it, where applicable, for their own purposes. UBS is authorized to process all data in connection with the use of eBill in accordance with Section 11 of these basic provisions. Additional agreements for eBill functionalities may include further provisions for the processing of personal data.

UBS has no influence on the billing by participating invoicing parties, in particular not on whether they send eBill Invoices or cease sending invoices via other channels (e.g., by post or email) without prior notice. The Contractual Partner must address any complaints concerning eBill Invoices (e.g., delivery, content, amount) to the invoicing party.

The Contractual Partner is responsible for archiving eBill invoices. They are not stored by UBS. Invoices issued to the Contractual Partner can

only be accessed via UBS Digital Banking for approximately 90 days from their due date. The Contractual Partner also acknowledges that eBill Invoices may not meet the formal requirements for tax purposes (e.g., when a tradesman reclaims input VAT).

The Contractual Partner may deregister from the eBill service or remove individual invoicing parties. Any eBill invoices approved will remain pending and will be executed, unless the Contractual Partner had canceled or modified the payment order.

**For the provision of the eBill service, e.g., registration with the eBill invoicing system, delivery and storage of eBill Invoices as well as preparation of the payment order (incl. IBAN of the selected accounts), UBS uses SIX BBS AG. SIX BBS AG may procure the services of other service providers.**

UBS accepts no liability in connection with invoicing. UBS accepts no liability for loss or damage arising from transmission errors, technical failures, disruptions, service interruptions or unlawful interference with transmission networks or the EDP systems/computers of the user or SIX BBS AG, network partners or invoicing parties. For technical or maintenance-related reasons, UBS will offer no guarantee for the provision of fault-free, uninterrupted access to eBill.

**UBS receives monthly remunerations from SIX BBS AG in connection with the provision of the eBill service.** The amount of the remunerations varies depending on the number of eBill Invoices processed and paid in the previous calendar year by all market participants across the eBill infrastructure. The remunerations amount to between CHF 0 and CHF 0.10 for each eBill Invoice paid over UBS Digital Banking. Such remunerations may lead to conflicts of interest on the part of UBS. UBS has taken appropriate organizational measures to minimize any associated risks resulting from conflicts of interest. The Contractual Partner agrees that UBS retains these remunerations in full **and herewith expressly waives his right to receive any of these remunerations.** The Contractual Partner acknowledges that this arrangement deviates from the statutory right to claim for restitution according to art. 400 para. 1 of the Swiss Code of Obligations and/or any other statutory provision with similar content.

# Special provisions for foreign exchange transactions via UBS Digital Banking

## 1. Subject matter of the contract

These special provisions apply in addition to

- the "Basic provisions for UBS Digital Banking" as agreed with the Contractual Partner;
- the "Master agreement for derivatives trading and forward transactions", if applicable.

This feature will enable the Authorized User, for his own account and at his own risk, to use UBS Digital Banking to perform purchases or sales ("**Transactions**") of the foreign exchange instruments ("**Investment Instruments**") listed below, provided he has the authorizations required to carry out foreign exchange transactions:

- Spot
- Forward (term: maximum 1 year)
- Swap (term: maximum 1 year)

## 2. Authorization to carry out foreign exchange transactions

By accepting, the Contractual Partner confirms that he has the necessary authorization to carry out foreign exchange transactions.

## 3. Information regarding risks, advisory services

The Contractual Partner confirms that the Authorized User has the necessary knowledge and the necessary experience in dealing with the risks of the Transactions and Investment Instruments concerned and that he will conclude all the Transactions based on his assessment of market conditions and trends. The Transactions will be processed by UBS purely as execution-only transactions. The Contractual Partner is therefore aware that, unless required by law, UBS Digital Banking will not provide any monitoring, risk assessment or advice on the part of UBS with regard to the portfolio, the trading activities and appropriateness or suitability of a Transaction or an Investment Instrument. The Contractual Partner will not be informed again at the time of execution of such Transactions, that no appropriateness or suitability assessment will be carried out. The Contractual Partner acknowledges and thus consents to the fact that UBS is not obliged to disclose any additional risks associated with the Investment Instruments or to supply further information.

The Contractual Partner is also aware that the price development of foreign exchange transactions or individual foreign currencies in the past are no guarantee for future performance. The Contractual Partner confirms that no verbal or written representations or warranties relating to the price development of the foreign exchange transaction or individual foreign currencies have been given in order to dispose him to carry out a corresponding Transaction. No representative or agent of UBS is authorized, neither now nor in the future, to give representations of any kind.

The Contractual Partner agrees that UBS or its associated and affiliated companies (or their employees) are also able, at any time, to buy or sell Investment Instruments which fall under this agreement, to carry out Transactions in these Investment Instruments as traders on their own account or as intermediaries, and to render associated advisory services or other services.

## 4. Processing of Transactions

The Contractual Partner confirms that he will have sufficient funds on his account (or overdraft limits) at UBS at all times, which will allow UBS to process outstanding and concluded Transactions. If the funds on the account are insufficient for UBS to process an outstanding Transaction, UBS shall instruct the Contractual Partner to provide the necessary funds within a specific period of time. If the necessary funds are not provided within the time period set by UBS, UBS is authorized to process the outstanding Transaction or to refuse its processing.

The **processing of foreign exchange transactions** via UBS Digital Banking may be **restricted or refused by UBS** at any time based on defined **trading and credit limits** as well as own risk assessment. With this agreement, neither the Contractual Partner nor UBS are obliged to conclude a foreign exchange transaction. An order entered in UBS Digital Banking constitutes a binding offer from the Contractual Partner to UBS. The foreign exchange transaction is concluded upon acceptance of the order by UBS, which is displayed in UBS Digital Banking. UBS may refuse acceptance without giving reasons. This is subject to a corresponding notice in UBS Digital Banking. Even during office hours, execution may be delayed or may not take place for a variety of reasons (market, system error, etc.). Provided that UBS exercises the appropriate standard of care and diligence customary in the business, UBS shall not accept any liability for damages resulting therefrom. The Contractual Partner may cancel, reverse or make other changes to the Transaction during office hours via his client advisor at UBS. The Contractual Partner shall indemnify UBS for all costs, expenses and damages resulting from the subsequent cancellations, reversals or other changes to individual Transactions, from insufficient account balances, or for other reasons in the course of contractual processing by UBS.

## 5. Limitation of liability

When fulfilling its duties arising from this agreement, UBS exercises the appropriate standard of care and diligence customary in the business. UBS is only liable for direct damages. Under no circumstances is UBS liable for consequential or special damages. UBS is not liable for losses arising as a result of the trading activities of the Contractual Partner unless they were caused by willful misconduct or gross negligence on the part of UBS.



# Terms and conditions for the use of UBS Debit Cards

(UBS Visa Debit, UBS Mastercard Debit and UBS Customer Card with PIN code)

## 1. Use of the card

**UBS Debit Cards** are to be used with a PIN code and allow holders to:

- withdraw cash at UBS counters and from designated ATMs in Switzerland;
- deposit cash at UBS counters and at designated ATMs in Switzerland;
- request account and custody account details at UBS counters, UBS ATMs, UBS Multimat and at designated ATMs in Switzerland;
- issue payment orders at UBS counters and at UBS Multimat.

**UBS Visa Debit and UBS Mastercard Debit** can also be used for the following functions:

- withdrawing cash at counters and ATMs abroad;
- paying for goods and services in Switzerland and abroad either physically from merchants equipped with devices for this purpose, online, on the phone or by correspondence (distance payment);
- guaranteeing reservation payments (e.g., hotels) and contingent claims (e.g., car rental).

The use of UBS Debit Cards for distance payments requires separate access to UBS Digital Banking. The separate "Basic provisions for UBS Digital Banking" apply for this.

The use of cards for illegal purposes is prohibited. **The options for using the cards may be modified at any time by UBS.**

## 2. Account relationship

The UBS Debit Card provides access to the account for which it has been issued. In general, all other accounts that are managed either now or in the future under the same banking relationship (together "account") can also be accessed at any UBS counter, UBS ATM, UBS Multimat and designated ATM.

## 3. Authorized Cardholder<sup>1</sup>

Authorized Cardholders may be account holders, power of attorney holders or persons designated by the account holder ("Authorized Cardholders"). The UBS Debit Card is issued in the name of the respective Authorized Cardholder. Every UBS Debit Card issued remains the property of UBS Switzerland AG ("UBS"). The UBS Debit Card applied for may also be issued solely as a virtual card and may be displayed in an environment defined by UBS or by any other means agreed with UBS.

The account holder is responsible for informing all other Authorized Cardholders of changes to these Terms and Conditions and further provisions governing the use of UBS Debit Cards.

## 4. Identification

**Any person who identifies themselves**

- **by inserting the UBS Debit Card and entering of the correct PIN code in a device equipped for this purpose,**
- **by simply using the UBS Debit Card (e.g., in a car park, at a highway tollbooth or to make a contactless payment),**
- **by signing the transaction slip or**
- **by giving the name as it appears on the card, the card number, the expiration date and (if requested) the three-digit security code (CVV, CVC) or identifying themselves in another manner specified by UBS (e.g., authorization via UBS Access App)**

is considered authorized to execute transactions with this UBS Debit Card. This also applies if this person is not the actual Authorized Cardholder. Accordingly, UBS is entitled to debit amounts that have been thus transacted and registered electronically from the relevant account. The risks arising from misuse of the UBS Debit Card are therefore assumed by the account holder. The same is also valid in the case of payment for goods or services via a different channel than named in Section 1 (e.g., mobile payment solutions) or any other way specified by UBS or by any other means agreed with UBS.

Furthermore, within the framework of tokenization technology, the card number and the expiration date can be replaced by a token which is used to process the payment.

## 5. Provisions for power of attorney

At UBS counters, client advisors are entitled at all times to identify the holder of a UBS Debit Card by means of a signature and/or an identification document instead of via the PIN code. In such cases, the signing authority on the UBS power of attorney document shall take precedence.

**The removal of an attorney's signing authority from the UBS power of attorney document shall not automatically invalidate the UBS Debit Card. Moreover, neither the death nor incapacity to act of the Authorized Cardholder shall automatically result in the termination of the power of attorney issued or the invalidation of the UBS Debit Card with the PIN code. Rather, in all such cases, the account holder is required to issue explicit instructions to UBS to block the UBS Debit Card.**

## 6. Costs and fees

UBS can charge costs and fees for the issuing and management of the UBS Debit Card and for the processing of transactions using the card. These can be found in the relevant fee schedules and product information sheets available at any time. Amendments to costs and fees due to changing market conditions and due to adjustments to the fee schedules and product information sheets may be made at any time. They shall be announced in an appropriate way. Upon notification and in the event of objection, the Authorized Cardholder may terminate the UBS Debit Card with immediate effect.

For transactions with the UBS Debit Card, UBS as card issuer shall under certain circumstances receive a so-called interchange fee from the acquirer (the company that concludes agreements with merchants for the acceptance of debit cards as a means of payment). The interchange fee serves, among other things, to cover the ongoing costs, in particular the costs for processing the transactions and the costs in connection with the risks involved with the granting of credit, if these are not already covered by costs and fees in accordance with fee schedules and product information sheets. The interchange fee can be viewed at [ubs.com/debitcards](https://ubs.com/debitcards) or can be requested from customer service. In addition, UBS may receive third-party contributions (from, for example, international payment systems) to promote sales.

## 7. Duty of care

In particular, the Authorized Cardholder must fulfill the following duties of due diligence:

### a) Signing

If the UBS Debit Card has a signature field, the Authorized Cardholder must sign it immediately upon receipt in the space provided.

### b) Storing and passing on the UBS Debit Card

The UBS Debit Card must be kept in a safe place to prevent loss or misuse. The Authorized Cardholder must always know where their UBS Debit Card is and regularly ensure that it is still in their possession. **The UBS Debit Card may not be handed to third parties or made accessible to others in any way.**

### c) Use of the PIN code

After receiving the PIN code, which is delivered in a separate, sealed envelope, the Authorized Cardholder may change it. The new PIN code must be chosen in such a way that it is not easy to detect or deduce (no phone numbers, dates of birth, car registration numbers etc.). **The Authorized Cardholder must ensure that no one else is aware of their PIN code. In particular, the PIN code must not be sent, passed on or made accessible in any other way (e.g., by not concealing the PIN code when entering it at a merchant or ATM).** The PIN code must neither be stored with the UBS Debit Card nor saved electronically (not even in an altered form). If there is reason to assume that another person is aware of the PIN code, the Authorized Cardholder must change the PIN code immediately.

<sup>1</sup> The singular form also includes the plural, and all masculine terms refer to persons of both genders.

**d) Obligation to check statements and reporting of discrepancies**

Account statements must be checked immediately upon receipt. Any **discrepancies**, in particular debits resulting from misuse of the UBS Debit Card, must be **reported immediately**, and **contested in writing** to the address of UBS **within 30 days** of receipt of the statement. If the objection is not submitted in time, this may result in the Authorized Cardholder violating their obligation to minimize losses and being liable for the resulting losses. The "Notification of claim for UBS Debit Cards" form must be completed, signed and returned to UBS within ten days of receipt.

**e) Blocking and termination of the card**

**Expired, terminated or blocked cards shall be rendered unusable immediately and without being requested to do so.** If the card is blocked or terminated, the Authorized Cardholder must inform all providers of mobile payment solutions and all merchants that are paid using the card or where the card credentials are stored for recurring services or pre-authorized payments (e.g., online services, subscriptions, memberships or ticket apps) or for bookings and reservations (e.g., for car rental, overnight hotel stays).

**f) Reporting a lost card and informing the police**

The Authorized Cardholder must **immediately** report any instance of **loss, theft, retention by a machine or suspicion of misuse** to the unit **designated by UBS**, regardless of any time difference. If there is suspicion that a criminal act has occurred, the Authorized Cardholder must further report this to the police immediately and take all reasonable steps to assist in resolving the matter and minimizing the loss or damage incurred.

**8. Responsibility and liability**

Provided the Authorized Cardholder can provide evidence that they have adhered to the "Terms and conditions for the use of the UBS Debit Cards" in all respects (in particular, the duties of due diligence under Section 7) and is not at fault in any other way, UBS shall assume responsibility for any loss or damage suffered by the account holder as a result of misuse of the UBS Debit Card by third parties. This shall also apply to damages arising from forgery or alteration of the UBS Debit Card. Persons related to or otherwise associated with the Authorized Cardholder, e.g., partners, power of attorney holders and persons living in the same household, shall not be deemed to be third parties.

Damages covered by insurance and all consequential damages shall not be borne by UBS. The Authorized Cardholder may not claim for compensation linked to technical faults and breakdowns that mean that the UBS Debit Card cannot be used.

UBS does not guarantee in any way the accuracy or completeness of information and reports obtained using machines, terminals, screens or other IT systems. In particular, any information regarding accounts and custody accounts (account balances, account statements, transactions, etc.) shall be deemed provisional and not legally binding unless explicitly stipulated as such.

**9. Card limits, usage limits and card functionalities**

UBS sets a daily and monthly limit for every UBS Debit Card and informs the account holder of these limits. The UBS Debit Card may only be used if sufficient funds are available on the account (credit balance or authorized credit limit).

In UBS Digital Banking, UBS enables the Authorized Cardholder to issue instructions and activate or deactivate debit card functionalities (e.g., block, shop online, make contactless payments). Transactions may be rejected by UBS if the account balance is insufficient or no credit limit has been granted. This also applies if the withdrawal limits of the account to be debited or the UBS Debit Card are exceeded or when the corresponding function is turned off. UBS is, however, entitled to authorize transactions, even if the account balance is insufficient, a credit limit has been exceeded or the function is deactivated.

**10. UBS's right to debit**

UBS is entitled to debit all amounts resulting from the use of the UBS Debit Card (see Section 4) and all costs and fees (see Section 6) from the corresponding account.

UBS's right to debit also remains in full force in the case of dispute between the Authorized Cardholder and third parties (e.g., merchants).

Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the Authorized Cardholder with the respective merchant. When returning goods, a credit confirmation must be requested from the merchant; when canceling a transaction, a confirmation of cancellation must be requested. Notwithstanding any blocking or termination of the card, UBS may charge the account holder for all amounts relating to recurring services (see Section 7 let. e).

Amounts in foreign currencies shall be converted into the account currency. The exchange rates applied can be viewed in the fee schedules and product information sheets at any time. The exchange rate also contains a surcharge. The surcharge applicable when using the UBS exchange rate can be viewed at [ubs.com/debitcards](https://ubs.com/debitcards) and be requested from customer service.

**11. Transaction slip**

The Authorized Cardholder can obtain a transaction slip on request when using the UBS Debit Card at most ATMs. Transaction slips are also made available either automatically or on request when the Authorized Cardholder purchases goods and services using the UBS Visa Debit or UBS Mastercard Debit. These are considered to be debit advices.

When depositing cash at designated ATMs, the amount recognized by the ATM and confirmed via the ATM by the person making the deposit is credited to the selected account. The transaction slip obtained when depositing cash at ATMs shall be considered to be a credit advice.

**12. Card renewal**

The UBS Debit Card shall remain valid up to and including the expiration date displayed on it. Subject to correct business procedures and unless the Authorized Cardholder expressly notifies UBS that the card is not to be renewed, the UBS Debit Card will be replaced by a new debit card prior to the end of the date indicated on the card. If the Authorized Cardholder does not wish to renew the card, UBS shall be informed of this in writing at least two months before the card expires.

**13. Blocking and termination**

The Authorized Cardholder and UBS may at any time and without giving reasons arrange for the card to be blocked or for the contractual relationship to be terminated. In particular, UBS shall block the UBS Debit Card if the Authorized Cardholder expressly requests this or if the Authorized Cardholder reports the loss or misuse of the UBS Debit Card and/or the PIN code.

Blocking of the card can only be requested from the unit designated by UBS and shall only be lifted by UBS with the written consent of the account holder. This is equivalent to having the block lifted by an Authorized Cardholder via UBS Digital Banking.

Notwithstanding any termination, UBS remains entitled to debit the account for all debit arrangements entered into prior to the blocking of the card becoming effective, within a reasonable period of time or prior to the actual return of the card (receipt by UBS).

UBS may also terminate the card as soon as the UBS Debit Card in question has not been used for a period of more than two years.

Upon termination of the UBS Debit Card, there shall be no entitlement to a refund of the annual fee.

**14. Obtaining, processing and disclosure of data and involvement of third parties**

The Authorized Cardholder authorizes UBS to process all information obtained in connection with the use of UBS Debit Cards (e.g., card and transaction reference number, transaction amount and date, information on the merchant) to the extent necessary to provide services under this agreement.

The Authorized Cardholder accepts that **UBS may involve third parties in Switzerland and abroad in order to fulfill its duties in accordance with this agreement.** In particular, the Authorized Cardholder agrees that the agents commissioned to conduct UBS card business on behalf of UBS and their contractors (e.g., for the purpose of card personalization) shall be given access to the Authorized Cardholder's data insofar as this is necessary for the diligent performance of the tasks assigned to them. In this respect, the Authorized Cardholder releases UBS from banking secrecy and, as far as legally permissible, from data protection.

In particular, Section 15 "Profile building and marketing" of the "General Terms and Conditions" also apply to data obtained through UBS Digital Banking.

UBS sends the debit card and the PIN code either by postal mail or courier. Should UBS decide to dispatch by courier, the Authorized Cardholder authorizes UBS to forward all data entered in connection with the courier delivery to a third-party courier service (e.g., data referring to the sender and the recipient of the delivery as well as the mobile number). The relevant data protection provisions and statements of the third party apply in relation to this data. The location of the data processing may differ from the country of departure or destination of the delivery.

The Authorized Cardholder confirms that they have informed third parties (e.g., joint account holders or account powers of attorney), whose data is made available to UBS under this agreement, in advance and in a legally adequate manner about the aforementioned data processing or have obtained all necessary consents. The Authorized Cardholder shall disclose this information or consent upon request by UBS.

UBS is authorized to assign all claims relating to the Authorized Cardholder to third parties at any time. The Authorized Cardholder agrees that UBS may disclose card data in Switzerland and abroad for the purpose of complying with statutory or regulatory disclosure obligations and for protecting legitimate interests (e.g., in the course of recovery proceedings).

#### 15. Transaction processing and fraud prevention

By using the UBS Debit Card, the national or international payment systems (e.g., Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the relevant transaction data (in particular card and transaction reference number, transaction and invoice amount, booking and invoice date and information on the merchant). In certain cases (e.g., purchase of airline tickets, hotel bills, car rental), they will also be provided with additional data, e.g., name of the Authorized Cardholder or the name of the person for whom the transaction was executed. The Authorized Cardholder accepts **that merchants in Switzerland will also forward transaction data via the global Visa or Mastercard networks to the card issuer UBS or the third parties that are responsible for the processing.**

UBS draws attention to the fact that Swiss law (e.g., data protection) extends only to Swiss territory and that all data transmitted abroad is therefore no longer subject to any protection under Swiss law. To this extent, UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.

The data communicated to, or received by, the national or international payment systems can be processed by them for their own purposes and in accordance with their own privacy policies (see [visa.com](http://visa.com) and [mastercard.com](http://mastercard.com)) in Switzerland and abroad (also in countries which may not have adequate data protection).

In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to

third parties in Switzerland and abroad that are responsible for the processing. **UBS as well as third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns.**

UBS may furthermore send the Authorized Cardholder security notifications (e.g., fraud alerts) to the mobile number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

#### 16. Updating services

The international payment systems offer updating services. The function of these services is to provide updates of the card expiration date to participating merchants and providers of mobile payment solutions. This is to ensure, for example, that payments for recurring services and with mobile payment solutions or pre-authorized payments (such as for online services, subscriptions or ticket apps) can be made automatically after the card expiration date has been updated. **The Authorized Cardholder agrees that UBS may transfer the card number and expiration date of their card to the international payment systems for the purpose of performing updating services and other purposes listed under [ubs.com/debitcards](http://ubs.com/debitcards).**

The international payment systems are entitled to involve additional data processors. The international payment systems and the additional data processors process this data in Switzerland and abroad (including countries which may not have adequate data protection). However, appropriate measures are always taken to protect client data, and the data processors are obliged to ensure appropriate data protection. **In particular, the international payment systems forward the card number and the updated expiration date via their global networks to merchants and providers of mobile payment solutions who support such an updating service, and to other entities involved in the updating services (such as acquirers).**

UBS offers the Authorized Cardholder the possibility to opt out of participating in the updating services. The Authorized Cardholder may at any time declare opting out by sending the corresponding notification to UBS.

#### 17. Changes to the Terms and Conditions

In justified cases UBS is entitled to modify these Terms and Conditions and the product and service-specific provisions at any time. UBS shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted unless an objection is raised in writing within one month of notification, but in any event when the card is used for the first time. In the event of an objection and the Authorized Cardholder being unable to reach an agreement with UBS, the Authorized Cardholder shall be free to cancel the card with immediate effect before the amendments become effective (see Section 13). If the Authorized Cardholder has access to UBS Digital Banking, amendments and modifications to these Terms and Conditions may also be communicated exclusively in electronic form.

# General Terms and Conditions for the use of UBS Credit Cards

These General Terms and Conditions (hereinafter "GTC") govern the legal relationship between UBS Switzerland AG (hereinafter "UBS") and the main cardholder and partner cardholder<sup>1</sup> respectively (hereinafter "cardholder") of UBS Visa and/or UBS Mastercard credit cards (hereinafter "card"). Additionally, product and service-specific provisions apply.

## 1 Card relationship and notifications

1.1 Upon acceptance of the card application by UBS, the main cardholder will receive a written declaration of acceptance, the card applied for and the associated PIN code for each card. The card applied for may also be issued solely as a virtual card and may be displayed in an environment specified by UBS or by any other means agreed with UBS.

1.2 By signing the card (section 7.1) and/or by using it, the main cardholder again confirms to have received the GTC and to have acknowledged the declaration of acceptance, and their contents. By signing (section 7.1) and/or by using the card, the partner cardholder again confirms that he has received the GTC and accepted their content.

1.3 These GTC also apply to partner cards and additional cards ordered together with the main card or at a later time (hereinafter "card").

1.4 Every issued card remains the property of UBS.

1.5 **Notifications from UBS to the main cardholder and to the partner cardholder shall be deemed to have been duly served if sent to the last-known main cardholder delivery address provided by the main cardholder.** Special delivery agreements remain reserved.

1.6 **The main cardholder is responsible for ensuring that all partner cardholders are notified of any changes to these GTC and other terms governing the use of the card, including, without limitation, costs / credit interest rates.**

1.7 The partner cardholder agrees that the **main cardholder has access to any and all data of the partner card and may disclose said data to third parties.** The main cardholder acknowledges that the partner cardholder has access to its own partner card data and may disclose it to third parties.

1.8 The cardholder shall keep UBS updated of his information provided to UBS, e.g. name, address, account details.

## 2 Use of the card and authorization of transactions

2.1 Transactions may be authorized as follows at merchants and service providers (hereinafter "merchants") worldwide, subject to the individual card and cash withdrawal limits (hereinafter "spending limit"):

2.1.1 In the case of card payments on site or cash withdrawal from the machine or bank counter: by entering the PIN code, by signing the sales receipt or by simply using the card (e.g. at tollbooths, in car parks or when making contactless payments) or by specifying the card number, the expiration date and (if requested), the three-digit security code (CVV, CVC) or the name as it appears on the card or by any other means specified by UBS or agreed with UBS;

2.1.2 in case of distance payments (via internet, by telephone or correspondence): by giving the cardholder's name as it appears on the card, the card number, the expiration date, and (if requested) the three-digit security code (CVV, CVC). Additionally, when authorizing online, a password may need to be entered, authorization may need to be granted via Access App, or by any other means specified by UBS or agreed with UBS;

2.1.3 in case of payment for goods or services through channels other than the ones specified above (e.g. mobile payment solutions): in accordance with separate terms of use or by any other means specified by UBS or agreed with UBS;

2.1.4 within the framework of tokenization technology the card number and the expiration date can be replaced by a token which is used to process the payment;

2.1.5 in the case of updating services, the automatic update of the expiration date is reserved (please refer to section 16).

2.2 The main cardholder acknowledges all transactions (including those authorized by using a partner card) authorized in accordance with section 2.1 and the resulting claims of merchants respectively. At the same time, he irrevocably instructs UBS to automatically settle the claims of merchants.

2.3 The cardholder undertakes to use his card only to the extent that his financial circumstances allow. The use of the card for illegal purposes is prohibited.

2.4 UBS may at any time modify the options for using the card (section 2.1) as well as the spending limit. The spending limit is shown on the card statement and in UBS Digital Banking and can be queried from Customer Services.

## 3 Costs and credit interest

3.1 Costs, fees and commission (hereinafter "costs") and credit interest may be charged in connection with the card and its use. These costs and credit interest are disclosed together with the card application and/or in an appropriate manner and may at any time be queried from Customer Services and accessed online at [ubs.com/cards](https://ubs.com/cards). Furthermore, UBS may pass on third-party costs and expenses incurred by the cardholder.

3.2 Amendments to costs and credit interests due to changing expenses or market conditions or to costs may be made at any time via adjustments to the fee schedules /product information sheets. They shall be announced in an appropriate way. Upon notification and in the event of objection, the cardholder may terminate the card with immediate effect.

3.3 In the event of transactions in a different currency than the card currency, a processing fee may be added to the applied exchange rate. The exchange rate contains a surcharge. The applicable surcharge can be viewed at [ubs.com/cards](https://ubs.com/cards) and queried from Customer Services.

3.4 As the card issuer, UBS receives a so-called interchange fee for every card-based transaction from the acquirer (the company that enters into contracts with merchants regarding the acceptance of credit cards as a means of payment). Inter alia, the interchange fee is used to cover the current costs, especially the costs for the transaction processing and the costs in connection with the risks of granting credit, insofar as these are not already covered by the costs pursuant to section 3.1. The interchange fee can be viewed at [ubs.com](https://ubs.com) and queried from Customer Services. UBS may also receive sales promotion contributions from third parties (e.g. from international card organizations).

## 4 Statements and methods of payment

4.1 **UBS grants the main cardholder credit in the amount of the spending limit.** The credit is managed as a **current account facility** on the credit card account. All transactions authorized in accordance with section 2.1 and the costs/credit interest pursuant to section 3 will be booked to the credit card account. **The agreed credit interest will be charged on all transactions amounts and costs from the date of the transaction in question.**

<sup>1</sup> The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.



4.2 The main cardholder and the partner cardholder, if that person receives a separate card statement, will receive a monthly card statement showing all transactions authorized in accordance with section 2.1 and the costs and/or credit interest owed pursuant to section 3, provided that transactions have been authorized or costs/credit interest are owed. The cardholder shall pay the amounts specified in the statement by the date printed on the statement using a payment method accepted by UBS. Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims (section 8.1) do not release the cardholder from the obligation to pay the amounts specified in the statement.

4.3 If the credit card product includes a payment in installments option, the cardholder may choose between paying the total amount of the statement or transferring an installment (minimum amount: 5% of the statement amount but no less than CHF/USD/EUR 50) by the payment date indicated on the statement at the latest.

**4.4 UBS will not charge any credit interest (section 4.1) for statement amounts fully paid by the due date.**

**4.5 If, however, the statement amount is not paid or is not paid in full by the due date, the credit interest will be charged on all transaction amounts as well as costs starting from the date of the transaction in question. The credit interest payable will be shown and invoiced in the statement for the following month. (Partial) payments will be taken into account in the further interest calculation after being booked and will first be offset against open interest claims.**

4.6 If less than the minimum amount is paid (section 4.3), the outstanding part of the minimum amount will be added to the minimum amount of the subsequent card statement. In this case, UBS may demand immediate payment of the entire outstanding statement amount including costs and credit interest (section 3) and block the card. Any reminder and collection fees shall be borne by the cardholder.

4.7 If payment is made by direct debit from an account held with another bank, UBS is authorized to disclose the necessary data (name of the cardholder, address, date of invoice, number of the credit card account as well as the invoice amount and currency) to this bank. If payment is made via e-bill, UBS is authorized to disclose contract and transaction data (hereinafter "card data") to all parties, e.g. SIX Paynet Ltd and its network partners, who on their part may involve other service providers.

## 5 Means of access

5.1 UBS provides the cardholder with **personal means of access**, e.g. Access App, PIN code, contract number (so-called means of authentication, hereinafter "means of access"), which shall be used in the intended way only. UBS may substitute or modify the personal means of access at any time. **UBS is authorized to send the cardholder single-use confirmation and activation codes to the mobile phone number provided by him for such purpose**, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

**5.2 Any person who successfully identifies himself with the personal means of access will be deemed to be authorized to give UBS binding instructions.** UBS shall perform the identity check with the appropriate standard of care and diligence customary in the business. As a result, incoming instructions will be deemed given by the cardholder. UBS will be deemed to have duly performed if it complies with these instructions in the course of usual business.

## 6 UBS Digital Banking

6.1 UBS may offer the cardholder digital services (UBS Digital Banking). UBS Digital Banking and the functions offered can be accessed after the cardholder has successfully proven access authorization to UBS using a personal means of access. **Any additional agreements for the use of UBS Digital Banking may be submitted to the cardholder in electronic form after the cardholder has successfully proven access authorization. Agreements concluded electronically are considered to have the same effect as agreements signed manually.**

6.2 The use of UBS Digital Banking is associated with certain risks due to, among other things, the download, installation and/or use of apps and related connection points to third parties (e.g. providers of sales platforms, network operators, device manufacturers) or the possibility of using unencrypted communication channels (e.g. text messages), including: (1) disclosure of the banking relationship to third parties, thereby compromising banking secrecy; (2) changes to or falsification of information (e.g. spoofing); (3) system interruptions, security-related limitations and unauthorized removal of user restrictions on the end device and other disruptions that may make it impossible to use the service; (4) misuse resulting from manipulation by malware or unauthorized use in the event of loss of the device.

6.3 By using UBS Digital Banking, the cardholder accepts, without limitation, the risks specified above and any separate terms of use.

## 7 Duty of care

In particular, the cardholder shall exercise the following duties of care:

7.1 If the card has a signature field, the cardholder shall sign the card immediately after receipt in the area provided for this purpose.

**7.2 The cardholder shall keep the means of access and the card with care and separate from each other. The card and the means of access shall not be sent, passed on or made accessible to third parties in other ways** (e.g. by concealing the PIN code when entering it). Means of access shall not be noted on the card or saved electronically without encryption, not even in altered form, and shall not be easily ascertainable, e.g. no telephone numbers, dates of birth, car license numbers etc. If there is reason to assume that another person is aware of the means of access, the cardholder shall change them immediately.

7.3 The cardholder must always know where the card is and regularly ensure that it is still in his possession. If there is reason to assume that an unauthorized person has gained possession of the card, it shall promptly be recovered. If **loss, theft, confiscation or misuse of the card** has occurred or is suspected, the cardholder shall **immediately (regardless of any time difference) block the card or have it blocked by Customer Services**. Furthermore, if it is suspected that criminal offenses have been committed, the cardholder shall immediately report this to the local police in Switzerland or abroad and take all reasonable steps to assist in clearing up the matter and minimizing the loss or damage incurred.

7.4 Card statements must be checked immediately upon receipt, ideally against the retained sales and transaction receipts. If the cardholder wishes to object to any **discrepancies**, in particular debits resulting from **misuse of the card**, this must **be reported to Customer Services immediately** upon receipt of the card statement, **but in any case no later than within 30 days** (date of postmark) of the card statement date by written notice of complaint sent to the address of UBS. If the complaint is not submitted in time, this may result in the cardholder violating his obligation to minimize losses and being held responsible for the resulting losses.

7.5 If the card is blocked or terminated, the cardholder must inform all providers of mobile payment solutions and all merchants that are paid using the card or where the card credentials are stored for recurring services or preauthorized payments (e.g. online services, subscriptions, memberships or ticket apps) or for bookings/reservations (e.g. for rental cars, overnight hotel stays) of the blocking or termination of the card.

7.6 Expired, terminated or blocked cards shall immediately be rendered unusable.

7.7 If the cardholder does not receive a new card at least 15 days before the expiry of the preceding card, the cardholder must report this to Customer Services immediately.

## 8 Responsibility and liability

**8.1 The main cardholder is liable for all liabilities arising from the use of the main, additional and partner card(s), even for partner cards with separate statements.** Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the cardholder with the respective merchant. When returning goods, a credit confirmation must

be requested from the merchant; when canceling a transaction, a confirmation of cancellation must be requested.

8.2 As a matter of principle, the cardholder is liable for any risks resulting from misuse of the card. **In any case**, the cardholder is liable for all transactions authorized **using a means of access**. In all other cases, where a complaint is filed within the stipulated period (section 7.4), UBS will assume responsibility for loss or damage resulting from misuse of the card by third parties, provided the cardholder has in all respects complied with these GTC (see especially section 7) and to the extent that he is not in any way to blame. In this context, persons related to or otherwise associated with the cardholder, e.g. partners, authorized agents and persons living in the same household, will not be deemed to be third parties. **Until the card is blocked, the cardholder is responsible for all transactions authorized in accordance with section 2.1.**

8.3 Any loss or damage resulting from the forwarding of the card and/or means of access shall be borne by the cardholder.

8.4 Loss or damage incurred by the cardholder in connection with the possession or use of his card shall be borne solely by the cardholder. UBS assumes no liability if a merchant refuses to accept the card as a means of payment or if the card cannot be used due to a technical defect or because it has been terminated, blocked or the spending limit has been adjusted. Moreover, UBS assumes no liability if the card cannot be used on a machine or is damaged or rendered useless due to such use.

8.5 Notwithstanding any blocking/termination of the card, UBS may charge the main cardholder for all amounts relating to recurring services (section 7.5).

8.6 UBS does not assume any liability for any benefits or additional services made available with the card or for loss or damage covered by an insurance policy or other service providers.

## 9 Card renewal

9.1 The card and the associated benefits and services shall expire at the end of the month printed on the card. A new card will be delivered to the cardholder in due time unless the contractual relationship has been terminated.

9.2 If the cardholder does not wish to renew his card or the additional and/or partner card(s), UBS must be notified in writing at least two months before the expiry of the card. Failing which, the annual fee for the card in question will be charged to the cardholder.

## 10 Card blocking and termination of contractual relationship

10.1 The cardholder or UBS may at any time and without giving reasons arrange for the card to be blocked or the contractual relationship to be terminated. Termination of the main card automatically entails termination of all additional cards and partner cards.

10.2 Upon termination, all outstanding amounts shall be due for payment. The cardholder is not entitled to a pro-rata refund of the annual card fee.

## 11 Credit information and reports

UBS may obtain any and all information required for checking the application form and processing the contract from debt enforcement offices, from residents' registration offices and from the Central Credit Information Office (hereinafter "ZEK"; members of ZEK include companies from the consumer credit, leasing and credit card sectors). To this extent, the main cardholder releases these entities from the data protection and official confidentiality obligation. UBS may report incidents of card blocking, qualified payment arrears and card misuse to ZEK. ZEK is expressly authorized to make this data available to other ZEK members.

The main cardholder is also aware that under the Swiss Consumer Credit Act (hereinafter "CCA"), UBS is obliged to obtain from the Consumer Credit Information Office (hereinafter "IKO") information relating to liabilities of the main cardholder reported to said Office. In addition, under the CCA, UBS is obliged under certain circumstances to report any payment arrears to the IKO.

**To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.**

## 12 Outsourcing of business areas and services

UBS may outsource business areas and services to group companies and third parties in Switzerland and abroad. The group companies responsible for processing the card business have the same right to outsource. This right, in particular, includes the processing of the card business, credit checks, documentation, card printing, invoicing, collection, compliance, data management, IT and back and middle-office services, which may be outsourced in whole or in part. When outsourcing, it may be necessary to transmit card data to group internal or external service providers and for service providers to make use of other service providers. All service providers are subject to non-disclosure provisions in this regard. **Where a service provider is based abroad, UBS or the group companies engaged by UBS will only transmit data that cannot be used to identify the cardholder.**

## 13 Data privacy notice

The data privacy notice of UBS applies unless otherwise set out here. The cardholder may view the data privacy notice at [ubs.com/data-privacy-notice-switzerland](https://ubs.com/data-privacy-notice-switzerland) or request a copy of the data privacy notice from UBS Customer Services.

## 14 Profile building and marketing

14.1 **UBS, group companies and third parties engaged by UBS may store, process, combine and use card data and create profiles on the basis of this data. These data will be used by UBS and its group companies, in particular, to provide the cardholder, if applicable, with individual advisory services, tailored offerings and information about products and services offered by UBS or its group companies, and for market research, marketing and risk management purposes.** This applies, without limitation, to the following data: details concerning the cardholder, credit card account, card transactions and additional services. The cardholder may opt out of receiving offerings and information about products and services offered by UBS or its group companies at any time. Customer Services must be informed of this request in writing. Group companies and third parties engaged by UBS and their employees are obliged to comply with the Swiss Data Protection Act.

14.2 The cardholder authorizes UBS to share card data for business purposes with group companies in Switzerland. In particular, data will be disclosed for the purpose of effecting comprehensive and efficient customer care, and for providing information regarding the service offering of group companies. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.** UBS will ensure that the recipients of card data are bound to observe corresponding banking secrecy and data protection obligations.

## 15 Transaction processing and fraud prevention

15.1 Through the use of the card, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the respective transaction data (e.g. card and transaction reference number, transaction amount and date, information about the merchant). In certain cases (e.g. purchase of airline tickets, hotel bills, car rental), they will also be provided with additional pieces of information, such as the name of the cardholder or the name of the person for whom the transaction was executed. Moreover, the cardholder accepts that **merchants in Switzerland will also forward transaction data via the global Visa or Mastercard networks to the card issuer UBS and the group companies responsible for the processing and other third parties.**

Please note that Swiss law (e.g. data protection) applies to the Swiss territory only and that any data sent abroad is no longer subject to the protection afforded under Swiss law. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.**

15.2 The data communicated to, or received by, the international card organizations can be processed by them for their own purposes and in accordance with their own privacy policies (see [visa.com](https://visa.com) and [mastercard.com](https://mastercard.com)) in Switzerland and abroad (also in countries which may not have adequate data protection).

15.3 In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to the group companies and third parties in Switzerland and abroad which are responsible for the processing. **UBS as well as group companies and third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns.**

15.4 UBS may furthermore send the cardholder security notifications (e.g. fraud alerts) to the mobile phone number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

## 16 Updating services

16.1 The international card organizations offer updating services. The function of these services is to provide updates of the card expiration date to participating merchants and providers of mobile payment solutions. This is to ensure, for example, that payments for recurring services and with mobile payment solutions or preauthorized payments (such as for online services, subscriptions or ticket apps) can be made automatically after the card expiration date has been updated. **The cardholder agrees that UBS may transfer the card number and expiration date of his card to the international card organizations for the purpose of performing update services and for the purposes set forth in the relevant form at [ubs.com](https://ubs.com).**

16.2 The international card organizations are entitled to involve additional data processors. The international card organizations and the additional data processors process this data in Switzerland and abroad (including countries which may not have adequate data protection). However, appropriate measures are always taken to protect customer data, and the data processors are obligated to ensure appropriate data protection.

**In particular, the international card organizations forward the card number and the updated expiration date via their global networks to merchants and providers of mobile payment solutions who support such an updating service, and to other entities involved in the updating services (such as acquirers).**

16.3 UBS offers the cardholder the possibility to opt out of participating in the updating services. The cardholder may at any time declare opting out by sending the corresponding form under [ubs.com](https://ubs.com) to Customer Services.

## 17 Modifications of conditions and other provisions

17.1 In justified cases, UBS may amend the GTC and the product and service-specific provisions at any time. UBS shall communicate such amendments in advance and in an appropriate manner. The amendments will be deemed to have been accepted by the cardholder unless an objection is raised in writing within one month of notification, but in any event when the card is first used. In case of objection, the cardholder shall be free to terminate the card relationship with immediate effect before the amendments become effective. Special agreements remain reserved. If the main cardholder has access to UBS Digital Banking, amendments and modifications to this agreement may also be communicated exclusively in electronic form.

17.2 UBS is authorized to assign all claims against the cardholder to third parties at any time.

17.3 The cardholder agrees that UBS may disclose card data in Switzerland and abroad for the purpose of complying with statutory or regulatory disclosure obligations and for protecting legitimate interests (e.g. in the course of recovery proceedings).

## 18 Applicable law and place of jurisdiction

This agreement is governed by and construed in accordance with substantive Swiss law. The exclusive place of jurisdiction for all legal proceedings is Zurich, Switzerland, or the location of the branch holding the account. This shall also be the place of performance and the place of debt collection for cardholders domiciled abroad. Any mandatory legal places of jurisdiction are reserved.

# General Terms and Conditions for the use of UBS Prepaid Cards

These General Terms and Conditions (hereinafter "GTC") govern the legal relationship between UBS Switzerland AG (hereinafter "UBS") and the holder<sup>1</sup> (hereinafter "cardholder") of UBS Visa and/or UBS Mastercard prepaid cards (hereinafter "card"). Additionally, product and service-specific provisions apply.

## 1 Card relationship and notifications

1.1 Upon acceptance of the card application by UBS, the cardholder will receive the card applied for and the associated PIN code. The card applied for may also be issued solely as a virtual card and may be displayed in an environment specified by UBS or by any other means agreed with UBS.

1.2 By signing the card (section 7.1) and/or by using it, the cardholder again confirms acknowledgement of the GTC and their contents.

1.3 Every issued card remains the property of UBS.

1.4 A card can only be issued and used if the cardholder has a UBS account in the cardholder's name.

1.5 **Notifications from UBS to the cardholder shall be deemed to have been duly served if sent to the last-known delivery address provided by the cardholder.** Special delivery agreements remain reserved.

1.6 The cardholder shall keep UBS updated of his information provided to UBS, e.g. name, address.

## 2 Use of the card and authorization of transactions

2.1 Transactions may be authorized as follows at merchants and service providers (hereinafter "merchants") worldwide, subject to the card balance and cash withdrawal limit:

2.1.1 In the case of card payments on site or cash withdrawal from the machine or bank counter: by entering the PIN code, by signing the sales receipt or by simply using the card (e.g. at tollbooths, in car parks or when making contactless payments) or by specifying the card number, the expiration date and (if requested), the three-digit security code (CVV, CVC) or the name as it appears on the card or by any other means specified by UBS or agreed with UBS;

2.1.2 in case of distance payments (via internet, by telephone or correspondence): by giving the cardholder's name as it appears on the card, the card number, the expiration date, and (if requested) the three-digit security code (CVV, CVC). Additionally, when authorizing online, a password may need to be entered, authorization may need to be granted via Access App or by any other means specified by UBS or agreed with UBS;

2.1.3 in case of payment for goods or services through channels other than the ones specified above (e.g. mobile payment solutions): in accordance with separate terms of use or by any other means specified by UBS or agreed with UBS;

2.1.4 within the framework of tokenization technology the card number and the expiration date can be replaced by a token which is used to process the payment;

2.1.5 in the case of updating services, the automatic update of the expiration date is reserved (please refer to section 15).

2.2 The cardholder acknowledges all transactions authorized in accordance with section 2.1 and the resulting claims of merchants respectively. At the same time, he irrevocably instructs UBS to automatically settle the claims of merchants.

2.3 The cardholder undertakes to use his card only within the scope of the available credit balance. The use of the card for illegal purposes is prohibited.

2.4 UBS may at any time modify the options for using the card (section 2.1). The card balance is equivalent to the amount paid in less any costs, fees, commissions and transactions already made. If the card is to be renewed or replaced, the available card balance on the old card will be transferred to the new card following deduction of any applicable costs, fees and commissions. The card balance is shown on the card statement and in UBS Digital Banking and can be queried from Customer Services. The maximum card balance is determined by UBS and may be modified at any time.

## 3 Costs, fees and commissions

3.1 Costs, fees and commissions (hereinafter "costs") may be charged in connection with the card and its use. These costs are disclosed together with the card application and/or in an appropriate manner and may at any time be queried from Customer Services and accessed online at [ubs.com/cards](https://ubs.com/cards). Furthermore, UBS may pass on third-party costs and expenses incurred by the cardholder.

3.2 Amendments to costs due to changing expenses or market conditions or to costs may be made at any time via adjustments to the fee schedules / product information sheets. They shall be announced in an appropriate way. Upon notification and in the event of objection, the cardholder may cancel the account with immediate effect.

3.3 In the event of transactions in a different currency than the card currency, a processing fee may be added to the applied exchange rate. The exchange rate contains a surcharge. The applicable surcharge can be viewed at [ubs.com/cards](https://ubs.com/cards) and queried from Customer Services.

3.4 As the card issuer, UBS receives a so-called interchange fee for every card-based transaction from the acquirer (the company that enters into contracts with merchants regarding the acceptance of prepaid cards as a means of payment). Inter alia, the interchange fee is used to cover the current costs, especially the costs for the transaction processing, insofar as these are not already covered by the costs pursuant to section 3.1. The interchange fee can be viewed at [ubs.com](https://ubs.com) and queried from Customer Services. UBS may also receive sales promotion contributions from third parties (e.g. from international card organizations).

## 4 Statements, payment and repayment methods

4.1 The cardholder will receive a monthly card statement showing all transactions authorized in accordance with section 2.1, as well as the costs owed pursuant to section 3 and the current card balance, provided that transactions have been made or costs are owed.

4.2 The cardholder must settle any negative balance by the payment date indicated on the card statement using a payment method accepted by UBS.

4.3 If the negative balance remains despite a request made by UBS, UBS may demand immediate payment of the outstanding amount (including costs pursuant to section 3) and block the card. Any reminder and collection fees shall be borne by the cardholder. Furthermore, UBS reserves the right to offset any negative balance against a credit balance on another account held in the cardholder's name at UBS.

4.4 The cardholder may submit a written request to Customer Services for a positive card balance to be refunded. Refunds will only be made to a Swiss post office account or bank account.

<sup>1</sup> The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.



## 5 Means of access

5.1 UBS provides the cardholder with **personal means of access**, e.g. Access App, PIN code, contract number (so-called means of authentication, hereinafter "means of access"), which shall be used in the intended way only. UBS may substitute or modify the personal means of access at any time. **UBS is authorized to send the cardholder single-use confirmation and activation codes to the mobile phone number provided by him for such purpose**, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

5.2 **Any person who successfully identifies himself with the personal means of access will be deemed to be authorized to give UBS binding instructions.** UBS shall perform the identity check with the appropriate standard of care and diligence customary in the business. As a result, incoming instructions will be deemed given by the cardholder. UBS will be deemed to have duly performed if it complies with these instructions in the course of usual business.

## 6 UBS Digital Banking

6.1 UBS may offer the cardholder digital services (UBS Digital Banking). UBS Digital Banking and the functions offered can be accessed after the cardholder has successfully proven access authorization to UBS using a personal means of access. **Any additional agreements for the use of UBS Digital Banking may be submitted to the cardholder in electronic form after the cardholder has successfully proven access authorization. Agreements concluded electronically are considered to have the same effect as agreements signed manually.**

6.2 The use of UBS Digital Banking is associated with certain risks due to, among other things, the download, installation and/or use of apps and related connection points to third parties (e.g. providers of sales platforms, network operators, device manufacturers) or the possibility of using unencrypted communication channels (e.g. text messages), including: (1) disclosure of the banking relationship to third parties, thereby compromising banking secrecy; (2) changes to or falsification of information (e.g. spoofing); (3) system interruptions, security-related limitations and unauthorized removal of user restrictions on the end device and other disruptions that may make it impossible to use the service; (4) misuse resulting from manipulation by malware or unauthorized use in the event of loss of the device.

6.3 By using UBS Digital Banking, the cardholder accepts, without limitation, the risks specified above and any separate terms of use.

## 7 Duty of care

In particular, the cardholder shall exercise the following duties of care:

7.1 If the card has a signature field, the cardholder shall sign the card immediately after receipt in the area provided for this purpose.

7.2 **The cardholder shall keep the means of access and the card with care and separate from each other. The card and the means of access shall not be sent, passed on or made accessible to third parties in other ways** (e.g. by concealing the PIN code when entering it). Means of access shall not be noted on the card or saved electronically without encryption, not even in altered form, and shall not be easily ascertainable, e.g. no telephone numbers, dates of birth, car license number etc. If there is reason to assume that another person is aware of the means of access, the cardholder shall change them immediately.

7.3 The cardholder must always know where the card is and regularly ensure that it is still in his possession. If there is reason to assume that an unauthorized person has gained possession of the card, it shall promptly be recovered. **If loss, theft, confiscation or misuse of the card has occurred or is suspected, the cardholder shall immediately (regardless of any time difference) block the card or have it blocked by Customer Services.** Furthermore, if it is suspected that criminal offenses have been committed, the cardholder shall immediately report this to the local police in Switzerland or abroad and take all reasonable steps to assist in clearing up the matter and minimizing the loss or damage incurred.

7.4 Card statements must be checked immediately upon receipt, ideally against the retained sales and transaction receipts. If the cardholder wishes to object to any **discrepancies**, in particular debits resulting from **misuse of the card**, this must **be reported to Customer Services immediately** upon receipt of the card statement, **but in any case no later than within 30 days** (date of postmark) of the card statement date by written notice of complaint sent to the address of UBS. If the complaint is not submitted in time, this may result in the cardholder violating his obligation to minimize losses and being held responsible for the resulting losses.

7.5 If the card is blocked or terminated, the cardholder must inform all providers of mobile payment solutions and all merchants that are paid using the card or where the card credentials are stored for recurring services or preauthorized payments (e.g. online services, subscriptions, memberships or ticket apps) or for bookings/reservations (e.g. for rental cars, overnight hotel stays) of the blocking or termination of the card.

7.6 Expired, terminated or blocked cards shall immediately be rendered unusable.

7.7 If the cardholder does not receive a new card at least 15 days before the expiry of the preceding card, the cardholder must report this to Customer Services immediately.

## 8 Responsibility and liability

8.1 **The cardholder is liable for all liabilities arising from the use of the card.** Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by the cardholder with the respective merchant. When returning goods, a credit confirmation must be requested from the merchant; when canceling a transaction, a confirmation of cancellation must be requested.

8.2 As a matter of principle, the cardholder is liable for any risks resulting from misuse of the card. **In any case**, the cardholder is liable for all transactions authorized **using a means of access**. In all other cases, where a complaint is filed within the stipulated period (section 7.4), UBS will assume responsibility for loss or damage resulting from misuse of the card by third parties, provided the cardholder has in all respects complied with these GTC (see especially section 7) and to the extent that he is not in any way to blame. In this context, persons related to or otherwise associated with the cardholder, e.g. partners, authorized agents and persons living in the same household, will not be deemed to be third parties. **Until the card is blocked, the cardholder is responsible for all transactions authorized in accordance with section 2.1.**

8.3 Any loss or damage resulting from the forwarding of the card and/or means of access shall be borne by the cardholder.

8.4 Loss or damage incurred by the cardholder in connection with the possession or use of his card shall be borne solely by the cardholder. UBS assumes no liability if a merchant refuses to accept the card as a means of payment or if the card cannot be used due to a technical defect or because it has been terminated, blocked or the cash withdrawal limit has been adjusted. Moreover, UBS assumes no liability if the card cannot be used on a machine or is damaged or rendered useless due to such use.

8.5 Notwithstanding any blocking / termination of the card, UBS may charge the cardholder for all amounts relating to recurring services (section 7.5).

8.6 UBS does not assume any liability for any benefits or additional services made available with the card or for loss or damage covered by an insurance policy or other service providers.

## 9 Card renewal

9.1 The card and the associated benefits and services shall expire at the end of the month printed on the card. A new card will be delivered to the cardholder in due time unless the contractual relationship has been terminated.

9.2 If the cardholder does not wish to renew his card, UBS must be notified in writing at least two months before the expiry of the card. Failing which, the annual fee for the card in question will be charged to the cardholder.

## 10 Card blocking and termination of contractual relationship

10.1 The cardholder or UBS may at any time and without giving reasons arrange for the card to be blocked or the contractual relationship to be terminated.

10.2 Upon termination, all outstanding amounts shall be due for payment. The cardholder is not entitled to a pro-rata refund of the annual card fee.

## 11 Outsourcing of business areas and services

UBS may outsource business areas and services to group companies and third parties in Switzerland and abroad. The group companies responsible for processing the card business have the same right to outsource. This right, in particular, includes the processing of the card business, documentation, card printing, invoicing, collection, compliance, data management, IT and back and middle-office services, which may be outsourced in whole or in part. When outsourcing, it may be necessary to transmit contract and transaction data (hereinafter "card data") to group internal or external service providers and for service providers to make use of other service providers. All service providers are subject to non-disclosure provisions in this regard. **Where a service provider is based abroad, UBS or the group companies engaged by UBS will only transmit data that cannot be used to identify the cardholder.**

## 12 Data privacy notice

The data privacy notice of UBS applies unless otherwise set out here. The cardholder may view the data privacy notice at [ubs.com/data-privacy-notice-switzerland](https://ubs.com/data-privacy-notice-switzerland) or request a copy of the data privacy notice from UBS Customer Services.

## 13 Profile building and marketing

13.1 **UBS, group companies and third parties engaged by UBS may store, process, combine and use card data and create profiles on the basis of this data. These data will be used by UBS and its group companies, in particular, to provide the cardholder, if applicable, with individual advisory services, tailored offerings and information about products and services offered by UBS or its group companies, as well as for market research, marketing and risk management purposes.** This applies, without limitation, to the following data: details concerning the cardholder, prepaid card account, card transactions and additional services. The cardholder may opt out of receiving offerings and information about products and services offered by UBS or its group companies at any time. Customer Services must be informed of this request in writing. Group companies and third parties engaged by UBS and their employees are obliged to comply with the Swiss Data Protection Act.

13.2 The cardholder authorizes UBS to share card data for business purposes with group companies in Switzerland. In particular, data will be disclosed for the purpose of effecting comprehensive and efficient customer care, and for providing information regarding the service offering of group companies. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection.** UBS will ensure that the recipients of card data are bound to observe corresponding banking secrecy and data protection obligations.

## 14 Transaction processing and fraud prevention

14.1 Through the use of the card, the international card organizations (Visa and Mastercard) and their contractors responsible for processing card transactions on their behalf will be informed of the respective transaction data (e.g. card and transaction reference number, transaction amount and date, information about the merchant). In certain cases (e.g. purchase of airline tickets, hotel bills, car rental), they will also be provided with additional pieces of information, such as the name of the cardholder or the name of the person for whom the transaction was executed. Moreover, the cardholder accepts that **merchants in Switzerland will also forward transaction data via the global Visa or Mastercard networks to the card issuer UBS**

## and the group companies responsible for the processing and other third parties.

Please note that Swiss law (e.g. data protection) applies to the Swiss territory only and that any data sent abroad is no longer subject to the protection afforded under Swiss law. **To this extent, UBS is released from its obligation to maintain banking secrecy and data protection for any data processed abroad.**

14.2 The data communicated to, or received by, the international card organizations can be processed by them for their own purposes and in accordance with their own privacy policies (see [visa.com](https://visa.com) and [mastercard.com](https://mastercard.com)) in Switzerland and abroad (also in countries which may not have adequate data protection).

14.3 In the case of **distance payments** via the internet, the merchant may also forward data such as the card number, time of purchase, transaction amount, last name and first name, telephone number and email address, billing and delivery address of the buyer or service recipient, as well as the device ID and IP address from which the payment was triggered, via the global networks of Visa or Mastercard to UBS or to the group companies and third parties in Switzerland and abroad which are responsible for the processing. **UBS as well as group companies and third parties in Switzerland and abroad engaged by UBS are authorized to process, combine, store and use this data and to create profiles from it, for the purpose of approving a transaction and for analyzing fraud patterns.**

14.4 UBS may furthermore send the cardholder security notifications (e.g. fraud alerts) to the mobile phone number provided by the cardholder, which could allow third parties such as network and service providers to conclude that there is a banking relationship and may lead to the disclosure of bank client information.

## 15 Updating services

15.1 The international card organizations offer updating services. The function of these services is to provide updates of the card expiration date to participating merchants and providers of mobile payment solutions. This is to ensure, for example, that payments for recurring services and with mobile payment solutions or preauthorized payments (such as for online services, subscriptions or ticket apps) can be made automatically after the card expiration date has been updated. **The cardholder agrees that UBS may transfer the card number and expiration date of his card to the international card organizations for the purpose of performing update services and for the purposes set forth in the relevant form at [ubs.com](https://ubs.com).**

15.2 The international card organizations are entitled to involve additional data processors. The international card organizations and the additional data processors process this data in Switzerland and abroad (including countries which may not have adequate data protection). However, appropriate measures are always taken to protect customer data, and the data processors are obligated to ensure appropriate data protection.

**In particular, the international card organizations forward the card number and the updated expiration date via their global networks to merchants and providers of mobile payment solutions who support such an updating service, and to other entities involved in the updating services (such as acquirers).**

15.3 UBS offers the cardholder the possibility to opt out of participating in the updating services. The cardholder may at any time declare opting out by sending the corresponding form under [ubs.com](https://ubs.com) to Customer Services.

## 16 Modifications of conditions and other provisions

16.1 In justified cases, UBS may amend the GTC and the product and service-specific provisions at any time. UBS shall communicate such amendments in advance and in an appropriate manner. The amendments will be deemed to have been accepted by the cardholder unless an objection is raised in writing within one month of notification, but in any event when the card is first used. In case of objection, the cardholder shall be free to terminate the card relationship with immediate effect before the amendments become effective. Special agreements remain reserved. If the cardholder has access to UBS Digital Banking, amendments and modifications to this agreement may also be communicated exclusively in electronic form.

16.2 UBS is authorized to assign all claims against the cardholder to third parties at any time.

16.3 The cardholder agrees that UBS may disclose card data in Switzerland and abroad for the purpose of complying with statutory or regulatory disclosure obligations and for protecting legitimate interests (e.g. in the course of recovery proceedings).

#### **17 Applicable law and place of jurisdiction**

This agreement is governed by and construed in accordance with substantive Swiss law. The exclusive place of jurisdiction for all legal proceedings is Zurich, Switzerland, or the location of the branch holding the account. This shall also be the place of performance and the place of debt collection for cardholders domiciled abroad. Any mandatory legal places of jurisdiction are reserved.

# General terms and conditions governing custody accounts

## 1. Scope

The general terms and conditions governing custody accounts shall apply to the custody and administration of claims and property ("assets") by UBS Switzerland AG ("UBS").

## 2. Handling of assets

UBS shall accept the following assets:

- money market and capital market investments and other financial instruments for custody and administration;
- precious metals in standard commercial form and in nonstandard commercial form and coins with numismatic value for custody;
- other objects of value, provided they are suitable for custody.

UBS may decline to accept assets or to continue to hold assets for custody at its sole discretion and without giving a reason.

UBS reserves the right to credit assets to the custody account only after receipt of them.

If assets are no longer acceptable to UBS, whether for legal, regulatory or product-specific reasons, UBS will ask the custody account holder for instructions as to where to transfer the assets. If the custody account holder, after an appropriate grace period granted by UBS, fails to notify UBS where to transfer the assets, UBS shall be entitled to either deliver the assets physically or to liquidate them.

It is the responsibility of the custody account holder to insure the assets against loss or damage for which UBS is not liable.

## 3. UBS's duty of care

UBS shall hold and administer the assets with the appropriate standard of care and diligence customary in the business.

## 4. Collective custody and third-party custody of assets

Unless instructed otherwise, UBS shall be entitled to hold the assets in collective custody. The foregoing shall not apply to assets which, because of their nature or for other reasons, must be held separately. Assets subject to drawing by lot may be held in collective custody. Assets that have been subject to drawing by lot shall be distributed by UBS through means of a second drawing among the custody account holders. For the second drawing, UBS shall use a method that gives all custody account holders a prospect of inclusion which is equal to that used for the primary drawing.

UBS shall be entitled to hold the assets with a sub-custodian of its choice, either in Switzerland or abroad, in its own name, but at the expense and risk of the custody account holder, segregated or in collective custody. Assets traded exclusively or primarily outside Switzerland shall, as a rule, be held abroad and, if necessary, be transferred there at the expense and risk of the custody account holder.

UBS shall be liable for due care in the selection and instruction of the sub-custodian and for verifying its continued compliance with the selection criteria. For acts of a sub-custodian which is a Group entity, UBS shall be liable as if they were its own. UBS may grant sub-custodians, or permit them to grant, a security interest, lien or similar encumbrance over assets held with them to the extent permitted by law.

## 5. Assets held abroad

Assets held abroad shall be subject to the local laws and customary practices of the place of the foreign sub-custodian. The rights of the custody account holder relating to such assets and, in case of the sub-custodian's insolvency, the protection of such assets may differ from the position under Swiss law. Should foreign legislation make it difficult or impossible for UBS to return the assets held abroad or to transfer the proceeds of the sale of such assets, UBS shall be obliged only to provide the custody account holder with a proportionate restitution claim at the place of the foreign sub-custodian, at its branch office, or at a correspondent bank of its choice, if such a claim exists and is assignable.

## 6. Registration of assets

Registered assets may be entered in the applicable register (e.g. share register) in the name of the custody account holder, provided appropriate authorization has been granted. UBS may also register the assets in its own name or in the name of a third party, but always at the expense and risk of the custody account holder.

## 7. Examination of assets

UBS may examine the assets delivered for custody with regard to authenticity and blocking requests, or have a third party in Switzerland or abroad perform such examination. In such event, UBS shall not execute sale and delivery instructions or perform any administrative acts until after it has completed examination and any necessary re-registration. If, as a result, such instructions or administrative acts are delayed or not carried out, any loss or damage shall be borne by the custody account holder unless UBS has failed to exercise the appropriate standard of care and diligence customary in the business.

## 8. Cancellation of certificates

UBS shall be entitled to cancel certificates delivered and have them replaced by book-entry positions provided the same is permitted under applicable law.

## 9. Return of assets

Assets shall be returned at the location of the branch at which the account is held within the standard delivery periods. Should assets, by way of exception, be sent or dispatched, this shall occur at the expense and risk of the custody account holder.

## 10. Administration

Unless the custody account holder provides specific instructions, UBS shall perform standard administrative acts, such as:

- collecting any interest or dividends and principal amounts as well as any other distributions due for payment;
- monitoring drawings by lot, calls and amortizations of assets, etc., using available sources of information customary in the banking sector;
- effecting any residual payment in respect of financial instruments that are not fully paid in, provided the time of payment was stipulated at the time they were issued.

UBS shall perform other administrative acts such as conversions, the exercise, purchase or sale of subscription rights, the exercise of convertible and option rights, accepting or declining public takeover bids, etc., only upon instruction of the custody account holder. If instructions are not received in due time, UBS has the right but not the obligation to proceed as UBS deems appropriate. Provided there is sufficient time, UBS shall, based on available sources of information customary in the banking sector, notify the custody account holder and request instructions. With respect to registered shares bearing no coupon, administrative acts shall be performed only if the mailing address for dividends and subscription rights is that of UBS.

UBS shall not perform any administrative acts in respect of insurance policies, mortgage deeds, items in sealed custody accounts or assets which are primarily traded abroad but are, by way of exception, held in Switzerland.

It is the responsibility of the custody account holder to enforce any rights in connection with assets in legal or insolvency proceedings and to obtain the necessary information for so doing.

Where UBS credits distributions before they are received in the client's account, it reserves the right to reverse these credits should they fail to arrive. Distributions credited in error and reversed may also be cancelled at any time.

## 11. Reporting requirements

The custody account holder shall be responsible for fulfilling any reporting requirements of companies or authorities. UBS shall be under no obligation to advise the custody account holder of any such reporting requirements. UBS shall be entitled to refrain from performing any or all administrative acts in respect of assets which give rise to a reporting obligation on the part of UBS, provided it informs the custody account holder accordingly.

## 12. Monetary benefits – waiver and information on monetary and non-monetary benefits

Clients may invest in investment instruments such as investment funds and structured products produced by UBS Group entities and/or by independent third parties ("Financial instruments"). UBS typically receives monetary benefits such as distribution fees / trailer fees, rebates

and similar fees from the respective product providers on a periodic basis and/or upfront as compensation for the distribution and/or custody of such Financial instruments. In addition, UBS may receive non-monetary benefits (monetary and non-monetary benefits together hereinafter "Benefits"). Benefits may lead to conflicts of interest on the part of UBS. They may in particular create incentives for UBS to favor Financial instruments paying higher Benefits over Financial instruments paying no, or less, Benefits. UBS has appropriate organizational measures in place in order to mitigate the risks resulting from such conflict of interests. To enable its clients to take an informed investment decision, UBS discloses applicable ranges of monetary benefits. The Information sheet on monetary and non-monetary benefits ("Information sheet"), which is incorporated into and forms part of this agreement, contains detailed information, in particular on the amount of monetary benefits expressed as a percentage range for various categories of Financial instruments. Additionally, prior to or during the completion of a transaction UBS will provide a product-specific Cost and Charges Report to the client (upon request).

The Client agrees that UBS fully retains any monetary benefits received from UBS Group entities and/or independent third parties and hereby expressly waives the respective right to receive any monetary benefits. The Client acknowledges that this arrangement deviates from the statutory right to claim for restitution according to art. 400 para. 1 of the Swiss Code of Obligations and/or any other statutory provision with similar content.

### **13. UBS approved offering**

When providing investment advice or portfolio management, such services are available on the defined investment universe which is regularly updated by UBS ("UBS approved offering").

The UBS approved offering consists of both Financial instruments that are issued, managed, developed or controlled by UBS or UBS Group entities ("UBS Financial instruments") and of third party providers. If the properties (e.g. risk structure, maturity) of UBS Financial instruments and Financial instruments of third parties are similar, UBS Financial instruments may be preferentially selected or recommended.

UBS limits investment advice and general recommendations to Financial instruments with monetary benefits, where such instruments are available, unless there is a fee-based advisory agreement with the client.

If the client gives purchase and sales orders without investment advice from UBS, UBS will not assess the appropriateness or the suitability of such transactions, unless required by law. This information is only provided here and will not be repeated at the time such transactions occur.

### **14. Placement of orders**

The custody account holder may instruct UBS to place orders, such as purchases, sales, subscriptions, switches or redemptions concerning financial instruments ("transactions") but full responsibility for making the investment decision shall remain with the custody account holder.

Transactions are executed at the risk and for the account of the custody account holder. UBS provides access to financial instruments subject to regulatory restrictions. This applies to both stock exchange-listed and non-stock exchange-listed financial instruments. UBS reserves the right not to accept an order at its sole discretion and without giving a reason.

### **15. Statement of assets**

UBS shall issue a statement of assets to the custody account holder on an annual basis.

Valuations of assets shall be based on non-binding, approximate rates obtained from available sources of information customary in the banking sector.

### **16. Special provisions for sealed custody accounts**

Sealed custody accounts may only contain objects of value, documents and other items suitable for safekeeping in a sealed custody account. The custody account holder shall be held liable for any loss or damage caused by unsuitable items delivered. UBS shall be entitled to ask the custody account holder for evidence of the nature of the items held in safekeeping or to inspect the contents of the sealed custody account.

If UBS is in breach of the standard of care and diligence customary in the business, it shall be liable for any proven loss or damage suffered by the custody account holder up to the limit of the declared value.

### **17. Fees**

The fees charged for the custody and administration of assets, as well as any additional services, shall be set out in a separate price list. Any value added tax or other duties payable shall be charged in addition to the fees stipulated. Amendments which are in line with changing market conditions or costs may be made at any time via adjustments to the price list – in justified cases without prior notification to the client. Such amendments shall be communicated to the client in an appropriate manner. Upon notification and in the event of objection the client shall be free to terminate the affected service with immediate effect.

### **18. Modification of conditions**

In justified cases UBS shall be entitled to modify the general terms and conditions governing custody accounts at any time. UBS shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the client unless an objection is raised in writing within one month of notification. In the event of objection, the client shall be free to terminate the business relationship with immediate effect subject to special agreements.

# General Terms and Conditions Governing Metal Accounts

## 1. Scope

The General Terms and Conditions Governing Metal Accounts apply to precious metals and coins in commercial form (hereinafter referred to as metals) that are held in **account form** (metal account) at UBS Switzerland AG (hereinafter UBS).

## 2. Account holder's claim

The account holder shall have no ownership claim but a delivery claim with respect to the quantity of metals held in the metal account, which in the case of gold means its fine weight, for other precious metals their gross weight of their customary commercial unit and for coins their number.

## 3. Conducting transfers

UBS reserves the right to reject transfers to or from the metal account for special reasons (e.g. transfer or embargo restrictions).

## 4. Interest/overdrafts

No interest shall be paid on metal account balances. If the account holder issues orders that exceed his available credit balance or limit, UBS may decide after due consideration which orders to execute irrespective of the date or time the orders are received.

## 5. Deliveries

Physical delivery of metals at the account holder's request shall only be carried out at a UBS office in Switzerland and at the expense of the account holder. Delivery requests shall be notified sufficiently in advance to UBS.

## 6. Manner of delivery

The metal shall be delivered in customary commercial sizes and quality. Requests for delivery in amounts smaller than customary commercial sizes shall be satisfied in correspondingly smaller units; the account holder must pay any applicable manufacturing charges at the time of delivery.

## 7. Statements

The metal account balances will be reported regularly on statements communicated to the account holder.

## 8. Prices

The prices for maintaining the metal account can be found in the price lists/product fact sheets which can be consulted by the Client at any time. Prices may be altered at any time in line with changes in market conditions or costs by adjusting the price lists/product fact sheets. In justified cases such amendments may be made without prior notification to the Client and shall be communicated to the Client in an appropriate manner. Upon notification and in the event of objection the Client shall be free to terminate the service concerned with immediate effect.

Any value added tax or other duties payable shall be charged in addition to the prices stipulated.

UBS



# UBS KeyClub: Terms of participation

## General provisions

UBS KeyClub (hereinafter KeyClub) is only open to clients of UBS Switzerland AG (hereinafter UBS) residing in Switzerland, Germany, France, Italy, Austria and Liechtenstein. Retained mail clients cannot participate in KeyClub. Participation in KeyClub is entirely voluntary. Registration is the responsibility of the client. UBS may reject a registration without stating reasons. UBS may at any time and without prior notice change the terms of participation, the calculation system, the eligible products/services, the choice of reward partners and their benefits and may discontinue KeyClub.

## Collecting points

The applicable rules for collecting points are published online ([ubs.com/keyclub](https://ubs.com/keyclub)). Special rules for collecting points may be defined for holders of basic packages. These special rules do not apply if the basic package is cancelled. If a basic package is converted into a UBS personal account or UBS savings account, the standard points system is automatically applied without prior notice.

## Points

The accumulated points will be paid out upon reaching the minimum number of points. The minimum number of points required for distribution is published online ([ubs.com/keyclub](https://ubs.com/keyclub)). The points will be sent to the participants at regular intervals together with the points statement. UBS reserves the right to withhold the statement in the event of special mailing instructions. Complaints regarding the points statement must be received by UBS within 30 days of receipt of the statement. The points will expire on the stated expiration date and cannot be exchanged for new KeyClub points. They can only be redeemed for the applicable premiums (as stated in current KeyClub publications and on the KeyClub homepage). The client is not entitled to the payment or exchange of the points in cash. Residual points will be carried forward or will expire upon withdrawal/exclusion from KeyClub.

## Redeeming points

Points can be redeemed electronically for services and products of UBS and external reward partners in the UBS KeyClub eStore. Special rules and restrictions may apply to the use of these services and products. Please refer to the UBS KeyClub eStore terms and conditions for using the UBS KeyClub eStore and redeeming ePoints in the UBS KeyClub eStore. The offers are in some cases limited and may be changed at any time. With regard to the premiums purchased, the respective premium providers are the exclusive contractual partners of the participants. The reward partners may infer that a banking relationship exists with UBS. The applicable redemption options are available online ([ubs.com/keyclub](https://ubs.com/keyclub)) and in current KeyClub publications. UBS rejects all liability for the products/services purchased with the points. Points are transferable.

## Data privacy and bank-client confidentiality

To calculate your points, we process your portfolio data (e.g. information on your assets, mortgages, securities accounts) and transaction data (e.g. information on your transactions and card payments). Detailed information on how UBS processes personal data can be found in UBS's privacy policy. UBS publishes the privacy policy and any changes thereto on its website [www.ubs.com/data-privacy-notice-switzerland](https://www.ubs.com/data-privacy-notice-switzerland). The reward partners process personal data on their own responsibility and in accordance with their own privacy policies.

Upon activating KeyClub in UBS Digital Banking and using the KeyClub eStore, the user's KeyClub information (e.g. name, address, KeyClub participant number, number of redeemable points) is automatically transmitted to the KeyClub eStore. The use of these services involves certain risks, in particular:

- 1) Disclosure of the banking relationship and client information to third parties, due to which banking secrecy can no longer be ensured;
- 2) manipulation or falsification of information (e.g. deliberate misrepresentation of information).

The client releases UBS to this extent from its duty of confidentiality and data protection and waives bank client confidentiality.

## Further provisions

Participants may inform UBS in writing at any time that they no longer wish to participate in KeyClub. UBS may also exclude a participant from KeyClub and from receiving further points without stating reasons. In the event of (suspected) abuse, UBS may also pay the participant no or fewer points. If KeyClub is discontinued, UBS will decide on the procedure with regard to the points already accumulated or distributed at that time.

By providing their UBS credit card numbers upon registering for Key Club, participants authorize UBS to obtain the detailed client and sales data on their UBS credit cards and to store this information and any other data required to calculate their points electronically. The participant acknowledges and agrees that the information provided by the participant upon registering for KeyClub may be used by UBS and its affiliates to provide the participant with individual advice, tailor-made offers and information about UBS products and services, as well as for market research, marketing and risk management purposes. You may object to the use of your personal data for marketing purposes at any time. In all other respects the General Terms and Conditions of UBS apply.

# Information sheet on monetary and non-monetary benefits

This information sheet contains an overview of monetary benefits (as further described in section 1 and 2 below, "Monetary benefits") and non-monetary benefits (as further described in section 3 below, "Non-monetary benefits"). UBS Switzerland AG ("UBS") typically receives such benefits from UBS Group entities ("Group entities") and/or from independent third parties as compensation for the distribution and/or custody of units/shares in investment funds and structured products ("Financial Instruments"). In particular, UBS performs the onboarding and selected operational activities of such Financial Instruments and provides an efficient and high-quality distribution infrastructure which it continuously enhances and expands. This helps clients make informed decisions and efficiently transact in Financial Instruments. Section 4 below describes the scope of investment advice and general recommendations for Financial Instruments with Monetary benefits.

## 1. Monetary benefits per Financial Instrument category

### 1.1 Investment funds

With respect to investment funds, Monetary benefits take the form of distribution fees/trailer fees, rebates, and similar fees. These Monetary benefits are typically calculated as an annual percentage rate applied to the investment volume of all advisory and execution-only clients of Group entities in a share class of an investment fund on a specified date.

Monetary benefits are normally paid out of the investment fund's management fee (which is disclosed in the corresponding fund documentation). They are typically calculated and paid on a monthly, quarterly or annual basis.

The following ranges represent the maximum percentage rate of Monetary benefits that UBS may receive for an investment fund falling into the respective investment fund category:

- money market funds up to 1% p.a.;
- bond funds up to 2.05% p.a.;
- equity funds up to 2.05% p.a.;
- asset allocation funds up to 2% p.a.;
- hedge funds up to 2% p.a. In addition, UBS may receive a one-off monetary benefit from the underlying fund manager of up to 2% of the full subscription amount and a share of up to 50% of the performance fee (or equivalent thereof);
- listed real estate funds up to 1.2% p.a.;
- open ended real estate and private market funds up to 2% p.a. In addition, UBS may receive a one-off monetary benefit from the underlying fund manager of up to 2% of the full subscription amount and a share of up to 50% of the performance fee (or equivalent thereof)<sup>1</sup>.

The actual amount of the Monetary benefits received by UBS varies depending on the investment fund category, investment fund and investment fund share class.

For illustrative purposes, as of June 2023, the actual asset weighted average Monetary benefits percentage for all assets invested by UBS clients on an advisory basis (excl. fee-based advisory agreements) or on an execution-only basis, was as follows:

- money market funds approx. 0.2% p.a.;
- bond funds approx. 0.3% p.a.;
- equity funds approx. 0.55% p.a.;
- asset allocation funds approx. 0.7% p.a.;
- hedge funds approx. 0.4% p.a.;
- listed real estate funds approx. 0.2% p.a.;
- open ended real estate and private market funds approx. 0.65% p.a.

Please note that these average weighted percentages are calculated as per the specified date and vary over time.

### 1.2 Structured products

With respect to structured products (incl. warrants), Monetary benefits can take the form of a discount obtained by UBS on the issue price or of a compensation relating to the issue price and paid to UBS (both forms of Monetary benefits are hereinafter referred to as "Up-front fees"). Such Upfront fees are one-off fees, amounting to a maximum of 3% of the invested amount.

In addition to or instead of Upfront fees, recurring Monetary benefits of up to 1% p.a. of the invested amount or of the invested assets may be paid to UBS. Recurring Monetary benefits are typically calculated and paid on a monthly, quarterly or annual basis.

In addition, UBS may receive payments in connection with investments in investment funds made for hedging certain obligations relating to structured products issued by Group entities. Such payments may qualify as Monetary benefits. The Monetary benefits paid to UBS based on such investments lie within the maximum ranges disclosed in Section 1.1.

## 2. Monetary benefits per client

### 2.1 Maximum amount of Monetary benefits

The maximum amount of Monetary benefits can be calculated by multiplying the maximum percentage rate of the Financial Instrument category by the value of a client's investment assets in this category.

For illustrative purposes: A client subscribes to an equity fund with an investment amount of CHF 100 000.

This information sheet shows that the maximum percentage rate of recurring Monetary benefits for equity funds is 2.05% p.a. This means that for an investment of CHF 100 000 in this Financial Instrument category, UBS can receive a maximum of 2.05% in recurring Monetary benefits, which equates to a maximum of CHF 2 050 p.a. On average, UBS has received recurring Monetary benefits in the range of 0.55% p.a. of the investment amount, which equated to CHF 550 p.a. The Monetary benefits are factored into the trade price and/or taken into account in the reported net return of a Financial Instrument.

### 2.2 Effective amount of Monetary benefits in the product-specific Cost and Charges Report

Prior to or during the completion of a transaction UBS will provide a product-specific Cost and Charges Report to the client (upon request). This report shows the expected Monetary benefits based on the percentage rate at which such benefits were last invoiced between the product provider and UBS for the respective product. Should the latest percentage rate not be available, the expected Monetary benefits shown will be based on the minimum contractually agreed rate between the product provider and UBS, originally set for a given product.

### 3. Non-monetary benefits

Some product providers offer UBS Non-monetary benefits. These usually take the form of free financial analysis, training for UBS staff and other sales-support activities.

### 4. Scope of investment advice and general recommendations

UBS limits investment advice and general recommendations to Financial Instruments with Monetary benefits, where such instruments are available, unless there is a fee-based advisory agreement with the client.

<sup>1</sup> Closed-ended private market funds up to 2.5% p.a. In addition, UBS may receive a one-off monetary benefit from the underlying fund manager of up to 4% of the full subscription amount and a share of up to 50% of the performance fee (or equivalent thereof).



# The Financial Services Act (FinSA) Information for clients

## What does FinSA regulate and when are you affected?

The Swiss Financial Services Act (FinSA) entered into force on 1 January 2020. The primary purpose of FinSA is to strengthen investor protection through increased information and documentation requirements for the provision of financial services. You are affected by FinSA if you carry out transactions in securities, derivatives or forwards.

The scope of investor protection depends on the classification of clients into retail clients, professional clients and institutional clients. Unless UBS Switzerland AG / UBS AG ("UBS") notifies you otherwise, you will be classified as a retail client, giving you the highest level of investor protection. If you wish to be classified in another client segment, please contact your client advisor.

Most information and documentation requirements of FinSA are met by UBS through our financial services framework. General information requirements can be found at [ubs.com/finsa](https://ubs.com/finsa). An overview of the required information can be found below.

### 1. Information about UBS and its supervisory authority

UBS is subject to the Swiss Banking Act and is supervised by the Swiss Financial Market Supervisory Authority (FINMA).

Contact details for UBS and FINMA can be obtained from your client advisor or on the internet at [ubs.com/finsa](https://ubs.com/finsa).

### 2. Ombudsman service

Making sure our clients are satisfied is our top priority. Should we fail to fully meet your expectations, please contact us so that we can find a way to resolve the issue together.

If we are still unable to resolve the issue, you can contact a Swiss ombudsman, a neutral and inexpensive or free information and mediation agency. As a general rule, the ombudsman only intervenes after a bank receives and responds to a written client complaint.

Detailed contact information for the relevant ombudsman and further information on our complaints process can be obtained from your client advisor or on the internet at [ubs.com/finsa](https://ubs.com/finsa).

### 3. Cost information

Both UBS and third parties (e.g. fund managers) may apply costs and fees in connection with the provision of financial services. We distin-

guish between costs and fees that are charged directly to your account and costs reducing the returns of a financial instrument.

You can find a general overview of the costs and fees of UBS Switzerland AG and third parties at [ubs.com/finsa](https://ubs.com/finsa).

Upon your specific request the costs will be disclosed to you prior to every transaction and/or an overview of your financial transactions may be included in your statement of assets. Your client advisor remains at your disposal should you need any further information.

### 4. Risk information

Transactions with financial instruments involve opportunities and risks. It is important that you understand these risks before using a financial service.

In the brochure "Risks Involved in Trading Financial Instruments" you will find important information about the typical risks taken when trading with financial instruments. Please read this information carefully and contact your client advisor if you have any questions.

This brochure is available at [ubs.com/finsa](https://ubs.com/finsa). You can also obtain it from your client advisor.

### 5. Product information

In addition to the brochure "Risks Involved in Trading Financial Instruments", individual product information documents are available for a large number of financial instruments. If provided by the supplier, these documents can be found on our website at [ubs.com/product-information](https://ubs.com/product-information). You can also obtain these documents from your client advisor.

### 6. Conflicts of interest

Conflicts of interest may arise from UBS's various business activities. UBS takes measures to avoid conflicts of interest or to protect clients from disadvantages. Examples include establishing information restrictions, implementing separate management processes or refraining from offering direct compensation incentives.

If a disadvantage for clients cannot be excluded, the conflict will be disclosed and the clients will be requested to consent to the conflict. On request, UBS can provide you with further information on how it handles conflicts of interest.

# Consumer Credit

## Information issued by the Swiss Bankers Association

This information is intended for bank clients who would like to obtain an overview on consumer credit.

It provides a brief explanation of the most important elements of the consumer credit legislation.

### 1. Aims of the consumer credit legislation

The Consumer Credit Act (CCA) was revised in 2015 and, together with the corresponding Implementation Ordinance (CCO), came into force on January 1, 2016. The legislation is designed to offer borrowers improved protection against overindebtedness resulting from consumer credit.

The main elements of the legislation are:

- A mandatory check of the borrower's credit capacity to be carried out by the lender
- an obligation on the part of the lender to report the consumer credit granted
- an obligation to comply with the maximum interest rate set by the Federal Council
- a right of revocation on the part of the borrower
- a ban on aggressive advertising for consumer credit.

### 2. Scope of the legislation

The Consumer Credit Act only applies to consumer credit, i.e., credit granted to individuals for purposes other than business or commercial activities.

### Types of credit

The Consumer Credit Act governs the following types of credit, in particular:

- cash loans
- current account overdraft facilities
- accounts overdrawn with the tacit acceptance of the bank
- credit cards and customer cards with credit options
- non-cash loans (in particular consumer finance and hire purchase), payment extensions and similar financing facilities
- certain leasing agreements.

### Exceptions

Consumer credit is not covered by the Consumer Credit Act if, in particular,

- it is mortgage-backed
- it is secured by the type of collateral usually accepted by banks
- it is secured by a sufficient amount of assets held by the borrower with the lender
- it amounts to less than CHF 500 or more than CHF 80,000 or
- it must be repaid within three months.

### 3. Maximum rate of interest

The Federal Council determines the maximum effective annual interest rate permissible for consumer credit. This is currently set at 12 percent for cash loans and 14 percent for credit cards<sup>1</sup>. Lenders set their interest rates individually within these parameters.

### 4. Creditworthiness check

Before a consumer credit agreement is concluded, the lender must first carry out a creditworthiness check. The Swiss Consumer Credit Information Office (IKO) was created to enable existing amounts owed by the borrower (current loans) to be taken into account when carrying out the creditworthiness check. Within Switzerland it administers all data on borrowers.

The IKO is subject to the supervision of the Swiss federal government and Switzerland's data protection legislation. Only lending institutions that are subject to the Consumer Credit Act have access to the data collected, insofar as they require the data to fulfil their obligations.

A list of the authorised lending institutions is publicly available from the IKO secretariat (see point 8: "Further information").

While a detailed creditworthiness check is carried out for personal and other loans as well as leasing agreements, only a summary check is required for credit cards, customer cards with credit options and current account overdraft facilities.

The detailed creditworthiness check is based on repayment of the consumer credit within 36 months, even if the contract concerned specifies a longer period.

The "summary" check is based on information provided by the borrower regarding their income and assets as well as information obtained by the lender from the IKO on the lines of credit registered in its database. It is left to the lender's discretion as to which specific information is required and how this influences the decision whether to grant or refuse the credit.

### 5. Reporting requirement

Lending institutions must inform the IKO of the consumer credits they grant and of leasing agreements subject to the Consumer Credit Act (see point 2: "Scope of the legislation").

For credit card accounts and customer card accounts with credit options, overdraft facilities and accounts overdrawn with the tacit acceptance of the bank, lenders must report the client relationship if

- the account has shown a debit balance for a period of 90 days without interruption and, at the end of this period, the debit balance amounts to CHF 3,000 or more, **or**
- the account has shown a debit balance on three consecutive account statement dates and the debit balance on each of these dates has amounted to at least CHF 3,000.

The first time a consumer credit is reported to the IKO, the following information is given:

- the borrower's last name and first name
- the borrower's date of birth
- the borrower's full address (with house number)
- the type of credit involved
- the start date of the agreement (for leasing agreements)
- the total amount owed under the leasing agreement
- the amount owed monthly under the leasing agreement
- the reference date of the credit
- the debit balance on the reference date (at the time of the first report) and the current debit balance.

Where a cash loan, hire purchase or leasing agreement is subject to the reporting requirement, a default report must additionally be filed if instalment payments amounting to at least 10% of the net amount of the credit or three lease instalments are outstanding.

When the grounds which initially caused an overdraft facility, credit card account or customer card account with credit option to be reported cease to apply, the entry is deleted from the IKO database at the end of the next month thereafter.

### 6. Borrower's right of revocation

Borrowers may revoke a consumer credit agreement in writing within 14 days<sup>2</sup> of receiving their copy of the agreement. Borrowers do not have the right to revoke account overdrafts that have been tacitly accepted.

### 7. Advertising

Aggressive advertising for consumer credit is prohibited. The term "aggressive advertising" is defined by the lending industry itself (<http://vskf.org>) in a covenant.

**8. Further information**

This information only covers selected areas of the consumer credit legislation.

Further information can be obtained from your bank or the internet, at: [www.admin.ch](http://www.admin.ch)  
[www.iko-info.ch](http://www.iko-info.ch), Sekretariat IKO, Postfach 1108, 8048 Zürich,  
Tel. +41-43-311 77 31.

Source: Swiss Bankers Association (SBA), "Consumer Credit" – Information issued by the Swiss Bankers Association, January 2016, Basel, [www.swissbanking.org](http://www.swissbanking.org)

<sup>1</sup> Method of calculation: Reference rate plus flat-rate premium of 10 and 12 percentage points respectively (from July 1, 2016).  
Note from UBS Switzerland AG: the current interest rates are published under <https://www.fedlex.admin.ch/eli/cc/2021/791/de>.

<sup>2</sup> From January 1, 2016.

# Information from the SBA regarding the disclosure of client details in payment transactions, securities transactions and other transaction types in connection with SWIFT

Banks primarily use the services of SWIFT for payment transactions and the processing of securities transactions. At present, there is no other company that offers such services worldwide. Below we answer the questions that are posed to us most frequently with regard to SWIFT and the risks connected with disclosing data abroad.

## What is SWIFT?

S.W.I.F.T. stands for "Society for Worldwide Interbank Financial Telecommunication". It is a cooperative headquartered in Belgium and its members are made up of banks from numerous countries. SWIFT standardises the exchange of messages between financial institutions, i.e. the transmission of information between financial institutions, in connection with payment transactions and securities transactions, for example. The main participants in the message transmission system are banks, brokers, asset managers and national and international central securities depositories. SWIFT has very high standards with regard to data security and uses a secured network, which sends messages in an encrypted form, for the transmission of information. You can find more information about SWIFT on its homepage at [www.swift.com](http://www.swift.com).

## How does SWIFT work?

In order to demonstrate how SWIFT works, we will use the following example: If you authorise your bank to send EUR 500 to a friend in Italy, the bank enters the order in an electronic form known as a SWIFT message, which is provided by SWIFT. The bank debits EUR 500 to your account and sends the SWIFT message via SWIFT to your friend's bank in Italy. The encrypted SWIFT message informs your friend's bank that there is a transfer order for him and that the equivalent of EUR 500 should be debited to the offset account that your bank has with this particular receiving bank and credited to your friend. **Please note: SWIFT only exchanges encrypted messages. No funds are exchanged via SWIFT.**

## What does SWIFT do with your data?

In addition to its message transfer network, SWIFT currently also operates two computer centres for data processing, in the US and the Netherlands, with a further centre in the pipeline for Switzerland. At these computer centres, the messages within the SWIFT network are encrypted, checked to ensure they have the correct structure, uniquely referenced, stored in a cache and inspected for alterations. The data is processed in one computer centre and saved at a second for security reasons (backup). The storage period at SWIFT is a maximum of 124 days. During this time, the messages are saved at both computer centres. Following this period, the messages are deleted from all databases at all locations. The information is stored for reasons of operational security, in case a financial institution requests that SWIFT reproduce messages. From the end of 2009 SWIFT will make available a facility which will allow participants to store data about transactions in Europe not only at a computer centre in the Netherlands but also at one in Switzerland.

## Disclosure of data

### What does this mean for your payment transactions?

For the processing of domestic and cross-border payments, information about the ordering customer is disclosed to the banks and system operators involved in Switzerland and abroad. This information is required primarily under the applicable provisions for the combating of money laundering and financing of terrorism. The main information provided includes the name, address and account or identification number of the ordering customer although date of birth and place of birth may be provided in place of the address. In the case of domestic payment transactions, this information may be omitted, with the exception of the account or identification number, although it must be forwarded to the beneficiary's bank within three working days if it is requested. The banks and system operators in question are primarily correspondent banks of the bank issuing the payment, payment system providers (e.g. SIX Interbank Clearing AG in Switzerland) or SWIFT. It is also possible that the parties involved in the transaction may pass on the data, for processing or data backup to mandated third parties in other countries for instance. Furthermore, details about the ordering customer are provided to the beneficiary in Switzerland or abroad.

For **domestic payments in foreign currencies**, information on the person issuing the order is also disclosed to the banks and system operators abroad which are involved in the transaction. In the case of **domestic payments in Swiss francs**, it can also not be ruled out that information on the person issuing the payment will be sent abroad. This can occur, for example, if a bank is connected indirectly to the Swiss interbank payment system ("SIC") via remoteGate rather than having a direct connection or if SWIFT is used to make clarifications regarding a transaction.

### What does it mean if a bank is connected to SIC via remoteGate?

Domestic payments in Swiss francs are processed via SIC. This payment system is operated by SIX Interbank Clearing AG by mandate of the Swiss National Bank. Most financial institutions in Switzerland have direct access to SIC. However, there are some banks in Switzerland that execute only a few domestic transactions in Swiss francs, meaning that a connection to SIC would be relatively expensive. In 2000, banks such as these and institutions abroad were given the option of accessing SIC via SWIFT when SIX Interbank Clearing AG, commissioned and supported by the Swiss National Bank, developed remoteGate. When accessing SIC via SWIFT, data on the principal and the beneficiary are sent abroad and saved in SWIFT's computer centres. This is the case with banks that use remoteGate. However, it is not only the clients of banks that use remoteGate who are affected by the transfer of information abroad. Clients of banks which execute transactions with the users of remoteGate are also affected. If a bank that uses SIC sends a payment order to a bank that is connected to SIC via remoteGate, the payment order is transferred from SIC to the SWIFT system, meaning that data on the principal and the beneficiary is sent abroad.

**What does this mean for securities transactions?**

For the **processing of domestic and cross-border securities transactions and inquires in connection with such transactions**, there are two main areas which involve the disclosure of data to the banks and central depositories involved in Switzerland and abroad.

For **deliveries and withdrawals of securities to and from custody accounts and custody account transfers**, the custody account number, the name and the address of the end beneficiary in Switzerland may be sent abroad when this data is transmitted via SWIFT by the involved banks and central depositories to ensure orderly processing.

Furthermore, for **securities held abroad** on behalf of bank clients, the name of the securities holder or the name of the registered shareholder, and in some cases address details, are included in SWIFT messages. These SWIFT messages affect, for example, special transactions of the foreign depositories of Swiss banks, such as the opening of special custody accounts (in the name of the client), subscriptions and redemptions of foreign funds made in the name of the client, physical transfers of a client's special holdings held abroad, the entry and re-registration of shareholders in foreign registers and other special cases involving foreign capital transactions and the exercise of voting rights.

**What does this mean for other transactions?**

For **other transactions** such as documentary credits, guarantees, collections and foreign exchange transactions, all details on the transaction in question (e.g. names, addresses and account numbers of the parties involved in the transaction) are communicated to the banks and system operators involved via SWIFT and are therefore communicated abroad. As is the case with payment transactions and securities transactions, inquiries regarding transactions may also be made via SWIFT.

**Why is data disclosed?**

The information discussed above is disclosed in order to fulfil statutory and regulatory requirements in Switzerland and abroad. For example, in the case of cross-border payments, data on the ordering customer must be provided. The provision of this information also enables the orderly, efficient processing of transactions.

**Are your details abroad protected?**

Data sent abroad is no longer protected by Swiss law and is subject to the respective foreign legal system. Foreign laws and regulations may require that this data be passed on to authorities or other third parties, for instance. This was the case in 2001 when the US Treasury required the release of data from the SWIFT computer centre in the US following the terrorist attacks on the World Trade Center in New York. The US Treasury assured the EU authorities that it would adhere to European data protection standards and agreed to the relevant controls.

# Important information regarding Automated Exchange of Information for clients with a banking relationship in Switzerland

**This document is intended to inform you as required under Article 14 of the Swiss Federal Act on the International Automatic Exchange of Information in Tax Matters (AEI Act).**

## How does AEI work?

UBS Switzerland AG (UBS) is a reporting Swiss financial institution in accordance with the AEI Act, which is the legal basis for implementing the AEI standard in Switzerland.

AEI requires UBS to identify reportable accounts and report them to the Federal Tax Administration (FTA). Reportable accounts are accounts held by natural persons as well as accounts held by entities. If an account is held in a fiduciary capacity by a natural person or an entity that is not a financial institution on behalf of or for the account of a third party, that third party or the beneficial owner is deemed to be the account holder for the purposes of AEI. In the case of accounts held by entities, the requirement to identify and report may concern under certain circumstances also the controlling person(s). For more detailed information on the terms "account holder" or "controlling person" please consult [www.ubs.com/aei-ch](http://www.ubs.com/aei-ch).

Only accounts where the account holder or controlling person is a reportable person are reportable accounts. A reportable person is a natural person or an entity resident for tax purposes in a country with which Switzerland has agreed AEI (i.e. reportable jurisdictions).

UBS is required to report information on reportable accounts held by reportable persons annually to the FTA. After receiving this information, the FTA exchanges it with the reportable person's country of residence. Information is only exchanged with reportable jurisdictions. To see the list of reportable jurisdictions, please visit [www.ubs.com/aei-ch](http://www.ubs.com/aei-ch).

## What will be reported and exchanged?

The reportable information includes the account holder's or beneficial owner's or controlling person's personal data (name, address, country of tax residence, date of birth, TIN), account information (account number, aggregate balance or value of the account at the end of the year, investment income including total gross amount of interest, dividends or other income and total gross proceeds from sales or redemptions) and the name and identification number of UBS.

## For what purpose will this information be used?

Generally, the information exchanged may only be made available to the tax authorities of your country(ies) of tax residence and may only be used for tax purposes. In principle and within the statutory framework, it is prohibited for your country(ies) of tax residence to forward this information to another country or to make it available to a person or authority that is not responsible for handling or supervising taxation. The information must be treated as confidential.

## What are your rights?

You have the following rights under the AEI Act and the Swiss Federal Act on Data Protection (FADP):

## Vis-à-vis UBS:

- You are entitled to the full extent of legal protection offered by the FADP. In particular, you have the right to request what information UBS has collected about you and will be reported to the FTA.
- UBS provides yearly AEI statements upon request. The statement lists the information which has been reported to the FTA. It must be noted that information collected and reported under AEI may differ from your tax relevant information.
- You are also entitled to request that incorrect data in our systems be corrected.

## Vis-à-vis the FTA:

- Vis-à-vis the FTA you have the right to access information. You are entitled to request that incorrect data resulting from errors in the exchange process be corrected.
- If the exchange of information were to result in disadvantages for you that are not permissible due to a lack of constitutional guarantees, your rights are set out in Article 25a of the Federal Act on Administrative Procedure.
- You do not have the right to access FTA records. This means that you do not have the right to block the disclosure of personal details vis-à-vis the FTA. In addition, you are not entitled to have the legality of forwarding information outside Switzerland reviewed or to block any illegal forwarding and/or to demand the destruction of data processed without a sufficient legal basis.

## What happens if you do not provide a self-certification?

If you do not provide a self-certification form, UBS must report you to the FTA based on the information that is available to us.

## What do you need to know?

If, in the capacity as contracting partner of UBS, you are not the account holder for the purpose of AEI (see «How does AEI work?»), or if you are an entity for which UBS is required to identify and report one or more controlling persons, we kindly ask you to forward copies of this document to all relevant persons.

Please remember that AEI reporting through UBS does not replace your duty to file tax returns with the tax authorities in your country(ies) of residence.

If you have concerns about your tax obligations please consult your legal or tax advisor. UBS does not provide legal or tax advice.

To find out more about AEI, please visit [www.ubs.com/aei-ch](http://www.ubs.com/aei-ch).

## Information about how we use your personal data

Switzerland, the member states of the European Union and other countries are changing their data privacy laws to strengthen your individual data protection rights. The protection of your personal data has always been very important to us. Since UBS Switzerland AG is responsible for collecting and using your personal data, we would like to tell you more about how we do that under the new privacy laws.

The website <https://www.ubs.com/data-privacy-notice-switzerland> contains detailed information about how we use and disclose your personal data, reasons and legal basis for the usage of your personal data, and the safety measures we apply. You will also find information on the rights you can claim as an individual.

For any questions or concerns about how we use your personal data, or if you would like to receive a printed copy of the privacy notice by post, please feel free to contact your client advisor.

# Fisca Pension Fund Foundation of UBS AG Regulations

## 1. Purpose

By concluding this agreement or by electronically opening a UBS Fisca account in UBS Digital Banking, the pension account holder<sup>1</sup> agrees to participate in the retirement benefit plan of the Fisca Pension Fund Foundation of UBS AG ("UBS Fisca") and is entitled in accordance with Art. 82 of the Swiss Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans ("BVG"), and the accompanying implementing Ordinance ("OPO 3"), to make tax-privileged deposits at UBS Fisca. The UBS Fisca account serves the sole and irrevocable purpose of the pension account holder's personal retirement savings. By making a deposit, the pension account holder acquires an entitlement to pension benefits from UBS Fisca, which are payable as stipulated in Sections 10 and 12 below.

## 2. Opening and maintenance of the UBS Fisca account

On behalf of the pension account holder, UBS Fisca opens an account with UBS Switzerland AG ("UBS") under the name of the pension account holder, and confers responsibility of maintaining the account to UBS. If a contractual relation exists between the pension account holder and UBS, the account is conducted in accordance with the General Terms and Conditions of UBS.

## 3. Pension account holder's data and data protection

UBS Fisca may involve third parties, in particular UBS and its associated companies, to fulfill its obligations in connection with the retirement savings agreement. The pension account holder accepts that UBS and its associated companies have access to their data insofar as this is necessary for the performance of their duties, and that they may process such data for their own purposes (e.g., marketing) in accordance with their own provisions. You can find out how UBS Fisca and UBS process personal data, as well as further information relating to data protection, in the UBS Fisca and UBS privacy notice at [ubs.com/pn-ch](https://ubs.com/pn-ch). Furthermore, the pension account holder acknowledges that UBS Fisca may be required by law to provide information to authorized third parties.

## 4. Deposits and taxation treatment

The pension account holder's deposits can be deducted from income in accordance with the provisions of the applicable tax law. Each pension account holder is responsible for their own individual tax-law situation.

In order to deduct deposits from taxable income, these must be received by UBS Fisca in time to book them before the end of the respective calendar year. The retroactive crediting of deposits is not permitted.

If the pension account holder concludes more than one retirement savings agreement with UBS Fisca or with another pension fund foundation, the sum of their annual deposits may not exceed the maximum amount defined in Section 5. Existing retirement savings may not be divided.

## 5. Amount and timing of deposits and interest

The pension account holder is free to determine the amount and frequency of tax-privileged deposits into the UBS Fisca account up to the annual maximum as stipulated in Art. 7, para 1, of OPO 3 in combination with Art. 8, para 1, of BVG. UBS Fisca pays interest on the balance of the Fisca account at the rate determined by the Foundation Board, which must always be at least equivalent to the prevailing rate on regular UBS savings accounts. Interest rates and their adjustments will be communicated to the pension account holder in a suitable form. The balance of the Fisca account earns interest from the day a deposit is made until the day the account becomes due in accordance with Section 12. Interest will be credited to the pension account holder's UBS Fisca account at the end of each year.

## 6. Subscription and redemption ("buying and selling") of units in the UBS (CH) Vitainvest Investment Fund

In addition to or as an alternative to account deposits, the pension account holder may buy units of non-institutional ("retail") unit classes of the UBS (CH) Vitainvest Investment Fund. The following units of the UBS (CH) Vitainvest Investment Fund are offered by UBS Fisca as collective investment instruments: UBS (CH) Vitainvest – World Sustainable, UBS (CH) Vitainvest – Swiss Sustainable and UBS (CH) Vitainvest – Passive Sustainable. If no specific information is provided in these regula-

tions, the three investment funds of UBS (CH) Vitainvest («UBS (CH) Vitainvest Investment Fund») named above are always meant. Higher costs may be incurred for retail unit classes than for institutional unit classes in UBS (CH) Vitainvest Investment Fund. If part or all of the existing balance of the UBS Fisca account and/or the future deposits are to be invested in units of the UBS (CH) Vitainvest Investment Fund, the pension account holder must issue investment instructions to UBS or UBS Fisca.

The pension account holder must provide UBS or UBS Fisca with these investment instructions. UBS is authorized to accept these orders for UBS Fisca and to execute them in UBS Fisca's name on behalf and for the account of the pension account holder. The units bought in the UBS (CH) Vitainvest Investment Fund in the name of UBS Fisca will be held in a UBS Fisca custody account.

The pension account holder may give the order at any time to sell the fund units bought for their account by UBS Fisca. The pension account holder must give the appropriate order to UBS or UBS Fisca. The proceeds will be credited to the pension account holder's UBS Fisca account. For pension account holders who have UBS Fiscalife, UBS Fisca shall invest the interest earned as well as the annual deposits paid, reduced by the annual premiums, immediately and automatically in its own name and for the account of the pension account holder in units in the UBS (CH) Vitainvest Investment Fund. In the case of UBS Fiscalife, units in the UBS (CH) Vitainvest Investment Fund may not be sold before termination of the agreement.

If the UBS (CH) Vitainvest Investment Fund pays out a revenue, this will immediately be reinvested in units of the same investment fund segment specified by the pension account holder.

The pension account holder is aware that, unlike simple account deposits, investments in funds can be subject to price fluctuations that increase in line with the funds' allocations to equities and foreign currencies. While pension account holders may profit from price gains, they also have to be able to bear the risk of price losses. By giving investment instructions, the pension account holder confirms that he is aware of the risks involved in investing.

## 7. US persons

Pension account holders who are US persons may not buy UBS (CH) Vitainvest Investment Fund units or make a change within the UBS (CH) Vitainvest Investment Fund. US persons are pension account holders residing in the USA or pension account holders subject to tax in the USA (persons with citizenship rights, Green Card holders or those with a corresponding tax liability).

If UBS Fisca encounters pension account holders who, as US persons, hold UBS (CH) Vitainvest Investment Funds, they will be asked to sell the securities within 30 days. If the sale does not take place within the specified time, UBS Fisca shall arrange the sale and will credit the amount to the respective UBS Fisca account.

## 8. Disclosure of UBS Fisca

UBS Fisca will comply with Swiss documentation and information requirements. Any documentation or disclosure requirements of non-Swiss authorities (e.g. US tax authorities) will only apply to the respective pension account holder, and UBS Fisca will accept no liability and provide no services in respect of them.

## 9. Standard duration of the retirement savings agreement

The retirement savings agreement expires upon the death of the pension account holder, but at the latest when the pension account holder reaches the standard AHV retirement age. The pension account holder has the right to postpone withdrawal of retirement savings by no more than five years after reaching the standard AHV retirement age if the pension account holder proves that he is still gainfully employed. In this case, the pension account holder is entitled to pay into the UBS Fisca account for up to five years after having reached the standard AHV retirement age. In the event that withdrawal is delayed in this manner, the pension account holder must inform UBS Fisca in writing immediately upon their retirement. If the pension account holder does not provide instructions to UBS Fisca within 10 business days of the expiry of the regular term of the retirement saving agreement, UBS Fisca has the right to transfer the benefit due to a UBS account in the name of the pension account holder. UBS Fisca is authorized to open a UBS account on behalf of the pension account holder.



This also applies to the discontinuation of further employment, but no later than five years after reaching the ordinary AHV retirement age. If no instructions are issued for the transfer of units of the UBS (CH) Vitainvest Investment Fund, UBS Fisca is authorized to sell them or to transfer them to an existing UBS custody account. Units in the UBS (CH) Vitainvest – Passive Sustainable Q investment fund may only be transferred to a custody account of the UBS Advice™ or UBS key 4 smart investing solutions. Units in UBS (CH) Vitainvest – Passive Sustainable by UBS key4 can only be bought and held as part of the UBS key4 digital offering. Transfer to an existing UBS custody account is not possible. The selling of these units is mandatory. In the event of death, UBS Fisca will sell any securities as soon as it learns of the death of the pension account holder. Claims that are not asserted shall be forfeited to the Foundation at the end of the period of limitation.

#### 10. Early withdrawal and termination of the account

The pension account holder has the right, at the earliest five years before reaching standard AHV retirement age, to terminate the retirement agreement and to transfer the units in the UBS (CH) Vitainvest Investment Fund to a private UBS custody account and/or to request to receive the credit balance on the UBS Fisca account. An early withdrawal of retirement savings is only possible at the written request of the pension account holder, and with the consent of their spouse / registered partner if applicable, in the following circumstances:

- a) if the pension account holder is drawing a full disability pension under the Swiss Disability Insurance scheme and the risk of disability is not insured;
- b) if the pension account holder uses the retirement savings to buy into a tax-free pension plan or some other recognized form of retirement savings scheme;
- c) if the pension account holder becomes self-employed and is no longer required to contribute to a compulsory occupational pension plan (withdrawal possible within one year of commencement of self-employment);
- d) if the pension account holder ceases one form of self-employment and assumes another (withdrawal possible within one year of commencement of self-employment);
- e) if the pension account holder leaves Switzerland as a place of residence forever;
- f) in order to repay a mortgage loan on an owner-occupied residential property;
- g) in order to purchase or build residential property intended for the pension account holder's own use or to acquire participations in owner-occupied residential property.

Withdrawals for the purpose of promoting home ownership may be made until five years before reaching AHV retirement age, only once in every five-year period.

Except for cases as stipulated in Section 10 para. 2, letters b), f) and g), the pension account holder can choose whether to transfer to a private UBS custody account the units in the UBS (CH) Vitainvest Investment Fund that UBS Fisca has acquired for the account of the pension account holder or to sell them. The relevant instructions should be given together with the payment request. In the case of early withdrawal as per Section 10 para. 2, letters b), f) and g), UBS Fisca generally gives the instructions to sell the units in the UBS (CH) Vitainvest Investment Fund for the account of the pension account holder.

Units in the UBS (CH) Vitainvest – Passive Sustainable Q investment fund may only be transferred to a UBS Advice™ or UBS key 4 smart investing solution custody account. Units in UBS (CH) Vitainvest – Passive Sustainable by UBS key4 can only be bought and held as part of the UBS key4 digital offering. Transfer to an existing UBS custody account is not possible. The selling of these units is mandatory.

#### 11. Order of beneficiaries

The following persons are beneficiaries:

- a) in the event of survival, the pension account holder;
- b) in the event of the death of the pension account holder, the following persons in the sequence specified below:
  1. the surviving spouse or the registered partner;
  2. the direct descendants and any natural persons for whose maintenance the deceased was significantly responsible, or the person who was living with the deceased in a permanent domestic relationship for the last five years immediately prior to their death, or who is responsible for maintaining one or more joint children;
  3. the parents;
  4. the siblings;
  5. other heirs, with the exception of public entities.

The pension account holder has the right to designate one or more beneficiaries among the beneficiaries named above in para. 1, letter b) note 2 and to specify their claims by submitting a written statement to UBS Fisca.

Details of persons pursuant to para. 1, letter b) note 2, to whose maintenance the pension account holder contributed significantly, must be made known in writing to UBS Fisca. After the pension account holder's death, the person who was living with the pension account holder in a permanent domestic relationship pursuant to para. 1, letter b), note 2 must provide UBS Fisca with written evidence of an uninterrupted permanent domestic relationship for the preceding five years.

The pension account holder also has the right, by informing UBS Fisca in writing, to alter the order of beneficiaries as stated in para. 1, letter b) notes 3–5, and may specify their entitlements in more detail.

If the pension account holder does not specify the claims of the beneficiaries, UBS Fisca shall divide the assets equally among the individuals if there are several beneficiaries in the same group.

Where beneficiaries in the event of death are named, their order changed or their entitlements more precisely specified, the form provided by UBS Fisca is to be used.

The clarifications and/or changes reported on the form will be acted on in the distribution of the death benefit only if UBS Fisca has been informed of them by the date on which the lump sum death benefit is paid out at the latest. If this is not the case, the corresponding entitlement to the lump sum death benefit does not apply.

If UBS Fisca has not been informed of the existence of a partner, UBS Fisca will assume that no partner exists; moreover, UBS Fisca is not obliged actively to seek a partner. The same applies to natural persons receiving significant support from the pension account holder and to persons who must provide maintenance for a joint child.

The retirement savings will lose the interest return at the latest five years after the statutory retirement age under Art. 13 BVG is reached and also from the date of death.

Should UBS Fisca learn before the lump-sum death benefit is paid out that the beneficiary intentionally caused the death of the pension account holder, UBS Fisca may exclude the respective person from the entitlement. The released benefit will then fall to the next beneficiaries.

#### 12. Disbursement of retirement savings

The whole of the retirement savings, including units in the UBS (CH) Vitainvest Investment Fund, becomes payable upon receipt of reasons for termination or liquidation of the account as defined in Sections 9 and 10 of the regulations.

With the end of the standard duration of the retirement savings agreement in accordance with Section 9, the beneficiary is entitled, in accordance with Section 11, to have UBS Fisca pay out the retirement savings and/or transfer the units in the UBS (CH) Vitainvest Investment Fund to a private UBS custody account. The transfer of units in the UBS (CH) Vitainvest Investment Fund and/or the deposit of retirement savings to the UBS Fisca account is to take place in accordance with Section 9.

For an early withdrawal as per Section 10 – except for cases pursuant to Section 10, para. 2, letters b), f) and g) – the pension account holder can choose whether to transfer to a private UBS custody account the units in the UBS (CH) Vitainvest Investment Fund that UBS Fisca has acquired for the account of the pension account holder or to sell them.

The pension account holder should give the relevant instructions together with the payment request.

Units in the UBS (CH) Vitainvest – Passive Sustainable Q investment fund may only be transferred to a UBS Advice™ or UBS key 4 smart investing solution custody account. Units in UBS (CH) Vitainvest – Passive Sustainable by UBS key4 can only be bought and held as part of the UBS key4 digital offering. Transfer to an existing UBS custody account is not possible. The selling of these units is mandatory.

In the case of early withdrawal as per Section 10, para. 2, letters b), f) and g), UBS Fisca, generally gives the instructions to sell the units in the UBS (CH) Vitainvest Investment Fund for the account of the pension account holder after having approved the payment request. If the pension account holder is married or living in a registered partnership, disbursements, as stipulated in Section 10, para. 2, letters c) g), require the written consent of the spouse or their registered partner.

It is the responsibility of the pension account holder and/or beneficiary to provide UBS Fisca with the prerequisite details for asserting the disbursement claim and to submit the necessary documents. UBS Fisca reserves the right to make any other enquiries.

In case of dispute as to the rightful beneficiary, UBS Fisca is authorized to deposit the balance of the retirement savings account in accordance with Art. 96 and 472 ff. of the Swiss Code of Obligations after a previous selling of units in the UBS (CH) Vitainvest Investment Fund acquired for the account of the pension account holder.

Disbursements of the retirement savings and/or the transfer of units in the UBS (CH) Vitainvest Investment Fund to a UBS custody account must be reported, as prescribed by federal regulations on withholding tax. For disbursements that are subject to tax at source, this tax will be deducted from the disbursement amount.

All retirement savings will be transferred by UBS Fisca to an account held in the name of the pension account holder or beneficiary.

If UBS Fisca fails to transfer the due benefits within 30 days after receiving all necessary information, interest on arrears shall be payable from the end of the 30-day period. The interest on arrears shall correspond to the UBS Fisca's currently applicable interest rate plus 0.5%. Retirement savings payable by UBS Fisca will be made exclusively in Swiss francs. UBS Fisca is not liable for any losses arising from exchange rate differences, costs etc. and recommends for this reason that the transfer be made to a bank account denominated in Swiss francs.

### **13. Assignment, set-offs and pledging**

Assignment, set-offs and/or pledging of the retirement savings are not possible prior to maturity. Nothing in the foregoing shall preclude:

- pledging as part of promoting home ownership;
- the retirement savings being completely or partially assigned if the marital property regime is dissolved through divorce, if the registered partnership is dissolved by the courts or other circumstances (except in the case of death).

### **14. Change of address and personal details**

Changes in address and other personal data (in particular, marital status) of the pension account holder are to be reported to UBS or UBS Fisca. UBS Fisca and UBS will not accept responsibility for any consequences of insufficient, delayed or inaccurate information provided in relation to addresses or personal data.

The pension account holder must ensure that contact between him and UBS Fisca is maintained.

### **15. Notifications and statements**

All notifications and documentation directed by UBS Fisca to the pension account holder are effected in writing and sent to the last correspondence address provided by the pension account holder.

UBS Fisca provides the pension account holder with an annual statement of deposits (for tax purposes) as well as all other regular documentation.

### **16. Verification of signatures and proof of identity**

The pension account holder's identity is verified on the basis of the signature on the retirement savings agreement. If the pension account holder of the Foundation joined the retirement saving agreement via

UBS E-Banking and without a physical signature, the applicable basic conditions for the use of electronic aids apply for identity verification purposes as well as any related liability issues.

If any damage or loss occurs due to lack of authentication or fraud, then the pension account holder shall bear the loss, except in cases in which UBS Fisca or UBS acting on the Foundation's behalf did not follow customary due diligence.

### **17. Additional provisions**

In addition to the regulations, additional provisions may apply if such provisions result from the applicable form contracts.

### **18. Changes**

The Foundation Board reserves the right to change these regulations at any time. Amendments will be submitted to the supervisory authority for examination and will be communicated to the pension account holder in an appropriate manner. An exception to this is any changes to the statutory provisions and ordinances underlying the regulations, which apply even if no notice is made to pension account holders.

### **19. Changes to investment instructions in the event of fund mergers, liquidations or reorientations**

The Pension Fund Foundation reserves the right to request that UBS change the pension account holder's investment instructions automatically and free of charge when funds are merged, liquidated or reoriented if the pension account holder fails to change the instructions himself within the prescribed deadline.

### **20. Fees**

UBS Fisca may set a management and processing fee as compensation for the administration and management of retirement assets as well as for special efforts. They are defined in the fee regulations. Fees are charged to the pension account holder on behalf and for the account of UBS Fisca by UBS.

### **21. Applicable law and place of jurisdiction**

This Agreement shall be governed by and construed in accordance with substantive Swiss law.

Subject to mandatory jurisdictions provided by law the exclusive place of jurisdiction for all legal proceedings shall be Zurich or the location of the branch holding the account.

This shall also be the place of performance and the place of debt collection for clients domiciled abroad.

### **22. Entry into force**

These regulations shall take effect from 11 August 2023 and supersede all previous regulations.

<sup>1</sup>The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.



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