



Comparison General Business Conditions

| Version 01.2021 | Version 05.2023 |
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| <p data-bbox="204 414 778 445">1.12 Bank Client Secrecy and Data Protection</p> <p data-bbox="204 465 778 1668">The Bank is subject to legal obligations to maintain the confidentiality of data relating to the business relationship with the Client (hereinafter the "Client Data"). The Client agrees that the Bank may disclose Client Data to fulfil legal or regulatory duties of disclosure, to ensure the group-wide monitoring of compliance, money-laundering and other risks by domestic and foreign Group companies affiliated with the Bank, as well as to protect legitimate interests. This shall apply in particular to transactions and services that the Bank performs for the Client (e.g. payment transactions, the purchase, receipt and delivery, storage and sale of securities or custody account assets, foreign exchange and precious metal transactions, derivative/OTC transactions), and in particular where these have an international aspect. In this connection, the Bank shall be both authorized and instructed to make such disclosures to third parties in Switzerland and abroad that are involved in these transactions and services (e.g. stock exchanges, brokers, banks, transaction registers, settlement agents and sub-custodians, issuers, authorities or their representatives and other involved third parties) so that the transactions and services can be performed and to ensure compliance with laws, regulations, contractual provisions and other rules, business and trading practices and compliance standards. The Bank's statutory and supervisory disclosure and reporting obligations shall apply in any event. The Client shall release the Bank and all of its governing bodies, employees and representatives to this extent from its duty to maintain bank client secrecy and data protection.</p> | <p data-bbox="817 414 1129 445">1.12 Bank Client Secrecy</p> <p data-bbox="817 465 1385 660">The Bank is subject to legal obligations deriving from the Swiss Federal Banking Act to maintain secrecy with respect to its business relationship with the Client and any information or document which identifies, directly or indirectly, the Client (Client Identifying Data or "CID").</p> <p data-bbox="817 680 1385 943">The Client releases the Bank (including its governing bodies, employees, and representatives) from all confidentiality obligations, expressly waives banking secrecy and allows the disclosure of information and/or documents related to the Client (including CID) and the business relationship to the extent necessary:</p> <ul data-bbox="817 963 1385 2042" style="list-style-type: none"><li data-bbox="817 963 1385 1232">• to enable the Bank to comply with legal, regulatory and/or contractual obligations in Switzerland or abroad. In this case, the Bank shall be entitled, without informing the Client, to disclose all information and documents relating to the Client (including CID) and the business relationship, both during and after the termination of the business relationship;<li data-bbox="817 1252 1385 2042">• to protect the legitimate interests of the Bank and/or the Client, such as, for example:<ul data-bbox="849 1339 1385 2042" style="list-style-type: none"><li data-bbox="849 1339 1385 1435">- in the event of legal proceedings brought by the Client against the Bank or by the Bank against the Client;<li data-bbox="849 1456 1385 1619">- in the event of legal proceedings brought by a third party against the Bank or by the Bank against a third party, directly or indirectly in connection with the Bank's business relationship with the Client;<li data-bbox="849 1639 1385 1736">- to secure the Bank's claims and the realization of security interests provided by the Client or by third parties;<li data-bbox="849 1756 1385 1888">- insofar as the Bank decides to carry out any research with a view to corroborating information concerning the Client or the business relationship with the Client;<li data-bbox="849 1908 1385 1973">- in order to re-establish contact in cases of loss of contact or dormant assets; and<li data-bbox="849 1993 1385 2042">- to ensure the group-wide monitoring of compliance, money-laundering and other |

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| | <p>risks by domestic and foreign Group companies affiliated with the Bank.</p> <p>In these cases, the Bank shall be entitled, without informing the Client, to disclose all information and/or documents relating to the Client (including CID) and the business relationship, both during and after the termination of the business relationship;</p> <ul style="list-style-type: none"> • to enable the Bank to provide services to the Client (e.g. payment transactions, transactions in financial instruments, the purchase, safekeeping and sale of securities or assets, credit transactions, etc.), in particular where these services have an international dimension. <p>In this context, the Client authorises the Bank (including its governing bodies, employees and representatives) to disclose information and/or documents related to the Client (including CID) and the business relationship to third parties in Switzerland or abroad who are involved in such a service (e.g. payment transactions, the purchase, receipt and delivery, storage and sale of securities or custody account assets, foreign exchange and precious metal transactions, derivative / OTC transactions, credit transactions), and in particular where these have an international dimension. In this context, the Bank shall be both authorized and instructed to make such disclosures to third parties in Switzerland and abroad that are involved in these transactions and services (e.g. stock exchanges, brokers, banks, transaction registers, settlement agents and sub-custodians, issuers, legal and tax advisors, authorities or their representatives and other involved third parties) so that the transactions and services can be performed and to ensure compliance with laws, regulations, contractual provisions and other rules, business and trading practices and compliance standards.</p> <p>Furthermore, the Client understands and agrees that information and/or documents relating to the Client (including CID) and the business relationship, may be transferred, or made available to service providers of the Bank, in Switzerland or abroad, in the context of the outsourcing of operations and services within the meaning of these General Business Conditions.</p> <p>The Client is also informed and agrees that, in the situations described in this clause, the Bank</p> |
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| | <p>may transfer information and/or documents relating to the Client (including CID) and the business relationship to recipients established or domiciled in jurisdictions that do not offer the same level of confidentiality and data protection as Switzerland. The Client further understands and accepts that the Bank no longer has any control over the information and/or documents relating to the Client (including CID) and the business relationship once they have been passed on to a third party, if this third party is located abroad, and that such information and/or documents are no longer protected by Swiss law.</p> <p>In all cases, the Client confirms having informed any and all third parties which may be concerned by such transfers (e.g. economic beneficiaries, the administrative bodies of legal entities, representatives with power of attorney and other third parties) and has obtained their prior written consent in this respect.</p> <p>The Client agrees that the Bank may share information and/or documents relating to the Client (including CID) and the business relationship by any means of communication.</p> <p>The Client understands and agrees that the Bank is no longer obliged to provide services and/or execute transactions if the Client revokes his consent to the lifting of secrecy obligations (including banking secrecy) contained in this section.</p> <p>Finally, the Bank's statutory and supervisory disclosure and reporting obligations shall apply in any event.</p> |
| | <p>1.13 Data Protection</p> <p>The Bank processes personal data, as such term is defined by the Swiss Federal Data Protection Act (the "Personal Data"), of the Client or of third parties connected to the Client (e.g. economic beneficiaries, the administrative bodies of legal entities, representatives with power of attorney and other third parties) which are necessary for the Bank's business activities.</p> <p>The Client agrees that the Bank may process Personal Data on the basis of the Client's consent, but also in order to:</p> <ul style="list-style-type: none"> • fulfil its contractual obligations; • fulfil its legal and regulatory obligations; and |

- protect its legitimate interests.

Where he provides the Bank with Personal Data relating to another person (directly or through an intermediary), the Client represents and warrants that (to the extent necessary) he has obtained the prior written consent of the person concerned for the processing of his Personal Data and/or that he has complied with any requirements resulting from the applicable data protection laws to enable data processing by the Bank.

Further information on the Bank's processing of Personal Data can be found on the Bank's website:

<https://www.rothschildandco.com/en/wealth-management/switzerland/client-corner/>

Additional information is set out in the attached Information on disclosure of client information, which forms an integral part of these General Business Conditions, and which can also be found on the Bank's website -

<https://www.rothschildandco.com/en/wealth-management/switzerland/client-corner/> - as well as in the Information Notice published by the Swiss Bankers Association "Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities", which is also available at the following link:

<https://www.swissbanking.ch/en/financial-centre/information-for-bank-clients-and-companies/information-for-bank-clients>

The Client understands and accepts that he is responsible for taking note of the above-mentioned additional information, and that, if he provides the Bank with Personal Data relating to another person, he is responsible for providing the above-mentioned information to such third party.