

# Special Terms and Conditions for Accounts

Edition 01.2022

The special terms and conditions for accounts (hereinafter "special conditions") together with the General Terms and Conditions of bank zweiplus Ltd. (hereinafter the "Bank") clearly regulate the relationship between the Customer and the Bank.

## 1. Services and Liability

**At no point in time does the Bank provide investment consulting services.**

The Bank merely executes orders placed by the Customer or the Customer's asset manager, performing an (Execution Only) role.

## 2. Information on data privacy/ release from bank-client confidentiality

The Bank and Zurich are each individually responsible for their data processing in connection with the respective client relationship.

The client acknowledges that the Bank processes personal client data for the performance of contractual obligations and other purposes. The Bank's Data Privacy Statement provides information on the collection, use and protection of the client's personal data by the Bank and the rights of the client in this regard pursuant to applicable data privacy provisions. The Bank's applicable Data Privacy Statement is published under [https://www.bankzweiplus.ch/internet/bziech/190718\\_datenschutzerklaerung\\_en.pdf](https://www.bankzweiplus.ch/internet/bziech/190718_datenschutzerklaerung_en.pdf). The client can request a copy of the Data Privacy Statement to be sent to them by mail. The client may contact the Bank in the event of any questions concerning data privacy.

The Bank is entitled to disclose all customer data to Zurich and service providers and substitutes utilized by Zurich to process transactions (hereinafter "data recipients"). This authorization shall apply to the legal successors of data recipients in the event of a merger, restructuring, acquisition or other comparable corporate reorganization affecting data recipients. The data recipients are obligated to uphold confidentiality regarding the content of customer data made available to them, and to refrain from using such data for unrelated purposes. The Bank shall not be liable for losses resulting from breach of confidentiality obligations on the part of data recipients.

The Bank is entitled to provide customer data to the data recipients both within and outside Switzerland. The Bank makes customer data available to the data recipients via an open, publicly accessible network (the Internet) among other channels, thus regular cross-border transmission of this data occurs on an uncontrolled basis. This may also apply to data transmissions where both the transmitter and data recipient are located in Switzerland. Individual data sets are transmitted in encrypted form, but the respective sender and data recipient remain recognizable. It is possible for third parties to read this data. Accordingly, it is possible for a third party to infer an existing business relationship between the Bank and the data recipient. Compliance with bank-client confidentiality and data protection requirements cannot be guaranteed.

The client acknowledges that Zurich processes data relating to natural persons (personal data) in connection with the conclusion and execution of the contract and for other purposes. More information on this processing can be found in the privacy policy of Zurich. This privacy policy can be accessed at [www.zurich.ch/data-protection](http://www.zurich.ch/data-protection) or obtained by contacting Zurich Insurance Company Ltd, Dataprotection, PO box, 8085 Zurich, [datenschutz@zurich.ch](mailto:datenschutz@zurich.ch).

In this context and in the other cases mentioned in the Privacy Policy, Zurich reserves the right to forward personal data, including any health data, to third parties.

The client undertakes to inform third parties whose personal data they transmit to Zurich about the processing of their personal data by Zurich.

In relation to the above provisions, the Customer releases the companies specified above and the Bank from bank-client confidentiality obligations arising under Article 47 of the Banking Act (BankG).

## 3. United States

The Bank does not execute orders in the United States (US) for the Customer. In particular, it is not possible to make payment transfers to the US. Customer payment transfers from/to the US are not accepted and are returned. Any liability on the part of the Bank in this regard is excluded.

#### 4. Conditions

The Bank charges fees for services at the respective applicable rates. The Bank also charges fees for services at the respective applicable rates in the name and for the account of the Financial Consultant/Asset Manager. The Bank or the Financial Consultant/Asset Manager may change these rates at any time. The Bank or the Financial Consultant/Asset Manager may at any time start charging fees for services previously rendered free of charge. The Bank may also charge the Customer for special work or extraordinary measures required, and pass on to the Customer costs imposed upon the Bank by third parties. In cases of an insufficient account balance, the Bank may sell assets without a prior liquidation warning to cover any outstanding fees or other charges accruing to itself, the Financial Consultant/Asset Manager. The Customer will be notified of the applicable fees/rates via corresponding brochures or other appropriate means.

**Custodian bank:**  
**bank zweiplus ag**  
P.O. Box, 8048 Zurich  
[www.bankzweiplus.ch](http://www.bankzweiplus.ch)

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