

# Contractual Terms

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# General terms and conditions

## Preliminary provisions

Subject to special agreements, these general terms and conditions (the **General Terms and Conditions**) contain the rules governing the business relationship between the client (**you**) and Alpian SA (**Alpian** or **we** or **us**).

These General Terms and Conditions shall govern all existing and future contractual relationships between you and Alpian jointly with other agreements which you and Alpian may enter into.

These General Terms and Conditions shall form an integral part of the Contractual Terms. Should any provision of these General Terms and Conditions or any part thereof be illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions and any part thereof, and you and us shall endeavour to reach an agreement and/or replace the illegal, invalid or unenforceable provision by a legal, valid and enforceable solution that comes as close as possible to the purpose of the affected provision.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Alpian's application to open a banking relationship.

## 1. Means of communication

We are entitled to communicate with you by any means that we deem appropriate, including by use of the postal services, the telephone or electronic channels such as without limitation our mobile banking application (the **Alpian App**), emails and chat features. Any document made available to you electronically has the same legal effect as a document physically delivered to you and constitutes the original document.

In order to ensure the adequate performance of our services, you accept that we may record without further notice conversations held over the phone or via digital means with you and any of your representatives and that we may keep and produce

transcripts of such conversations. These records and transcripts shall be erased at the times determined by us in our discretion, subject to any legal and regulatory obligations.

The documents and information that we communicate to you via the Alpian App are deemed to have been duly received by you once accessible electronically in the Alpian App. Therefore, you are exclusively responsible for promptly reading and duly taking note of the content of any documents and information communicated to you via the Alpian App. Notifications sent by us to your postal address or email address shall be deemed to have been duly served if sent to the last postal address or email address communicated by you.

You acknowledge the risks inherent to the use of communication channels such as the postal services, the telephone, internet applications and emails, in particular the risks of loss, alteration, delay or unlawful access. To the fullest extent permissible by law, we shall not be liable for any damage resulting from the use of the postal services, telephone, internet applications, emails, or any other means of communication or for the use of a transport company, and any resulting losses, delays, alterations, abuses by third parties or duplicate expeditions shall be borne by you.

## 2. Information duty

When seeking to enter into a banking relationship with Alpian and throughout such banking relationship, you undertake to provide Alpian in a timely manner with all information and documents as Alpian may from time-to-time request.

If the required documents or information are not provided in due time or if they are considered incomplete or unsatisfactory for any reason, Alpian reserves the right to refuse at its sole discretion to open an account.

Likewise, if during the course of the banking relationship, you fail to provide in a timely manner

information or documents that Alpian considers necessary in order to fulfil its obligations, to perform the services or to maintain the relationship of trust, Alpian reserves the right to block your assets or take any other restrictive measures in connection with your account, including to close the account and terminate the relationship.

You undertake to notify us without delay of any change in the information that you provided to us, in particular any change of nationality, address, tax residence, telephone number, email address, professional status as well as any change relating to the beneficial ownership of the deposited assets. Some services may no longer be available if for instance your status, nationality, or country of residence changes.

The obligation to notify us exists even if the changes appear in a public register or are published in any other manner.

### 3. Duty of care

You shall take all necessary measures to ensure that no third party has access to the Alpian App and to appropriately safeguard and protect your passwords, codes, and other means of authentication as well as the device that you are using to access the Alpian App. Any damage resulting from unauthorized access to the Alpian App shall be borne exclusively by you, except in case of gross negligence or willful misconduct from us. In addition, we do not assume any liability for loss or damage resulting from transmission errors, technical defects or illegal intervention in the network or the device that you are using to access the Alpian App.

### 4. Restriction of service

To comply with regulatory or contractual provisions, to ensure proper

conduct or the exercise of the standard of care and diligence customary in the business, we have the right to fully or partially restrict, limit or refuse the provision of services to you.

You acknowledge and agree in this respect that we are authorized to restrict, limit or refuse cash

withdrawals, wire transfers, securities transfers, instructions of any kind, the acceptance of assets and any other financial services (as the case may be) if we consider, at our sole discretion, that such financial service may result in an unlawful act under Swiss or foreign laws or potentially constitutes a breach of our internal policies or may cause a damage to us in any other way.

Furthermore, some of our services may only be offered to certain categories of clients and/or in certain jurisdictions as a result of regulatory restrictions imposed by the legislation where clients are located or for other reasons. These services may also be subject to, and governed by, service-specific documents.

### 5. Instructions in excess of the available balance

If you give several instructions, the total amount of which exceeds the available balance of your account, we may, at our discretion, regardless of the date or time when these instructions were sent or received, determine which one(s) we will execute in whole or in part, or decide not to execute any of them.

### 6. Costs, interest, commissions and indemnities

At the end of each month, quarter, half-year, year or at any other time as chosen by us, we will debit from your account the costs, interest (including negative interest), commissions, indemnities and taxes owed by you in accordance with our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure] or usual banking practice. We reserve the right to change the content of our Services and Fees Brochure at any time and without prior notice.

Any amendment to our Services and Fees Brochure is made available to you by appropriate means.

In the event of objection, you shall be free to terminate the business relationship with us with immediate effect subject to special agreements.

## 7. Foreign currency accounts

We are entitled to fulfil our obligations towards you arising from accounts in foreign currency exclusively by book entries with correspondent financial institutions within or outside the geographical area of the currency concerned. You accept to bear, in proportion to your share, all the economic and legal consequences of any measure taken by any authority (such as prohibition of payment, transfer or conversion of currency) that may affect the assets placed by us in the currency, country or geographical area concerned.

Regulations and particularities for payments from and into the respective countries are to be observed by you. Alpian shall not be liable for delays, the non-execution of payment instructions and the non-acceptance of incoming payments or for increased costs resulting from particularities related to the respective country or currency.

Amounts received on your behalf in foreign currencies shall be credited to your account in Swiss francs (CHF), unless you have an account in the relevant currency.

## 8. Compliance with laws

You undertake to comply, in the context of your business relationship with us, with all regulations applicable to you and not to give any instructions with a view to performing illegal operations. This includes the obligation to comply with applicable tax legislation.

Regardless of the type of relationship between you and us, you are responsible for complying with any applicable obligation to report transactions, deposited assets, interest or profits.

You expressly warrant that you are, and undertake to remain at all times, in compliance with all tax rules that are applicable to you and with any requirements from any competent tax authorities, including any requirements to disclose or report the assets deposited with us.

You undertake to inform Alpian in a timely manner of any changes relating to your tax residence and, to notify us if you are or may be considered as a US taxpayer within the meaning of the relevant US regulations and, where applicable, to provide us

with your Tax Identification Number (TIN) and any other relevant information we may need. Should you fail to do so, Alpian will be entitled to apply any withholding tax imposed by the applicable laws and regulations and/or to terminate the banking relationship without any prior notice.

## 9. No legal and tax advice

You are responsible to inform yourself with regard to any legal or tax implications relating to your dealings with us, in light of your personal situation. We do not provide any legal or tax advice and therefore do not accept any liability in this respect.

## 10. Conflicts of interest

Alpian may provide services (e.g. portfolio management, investment advice) to other clients whose interests may directly or indirectly conflict with your interests. Furthermore, Alpian may itself have interests which differ from your interests. We shall ensure, where such conflicts cannot be avoided by way of organizational or other means, that your interests are taken into consideration in an equitable manner.

You further acknowledge and agree that Alpian is authorized to pay commissions or other types of remuneration to third parties.

## 11. Limitation of liability on execution of payment instructions

In the event of damage suffered by you as a result of the non-execution or late or imperfect execution of a payment instruction, we shall be liable only for the loss of interest directly suffered by you, and only if we would be liable to you pursuant to the limitation of liability clause set forth below. You must inform us in advance of any additional loss or damage likely to be suffered in any given instance. If you fail to do so, you shall bear the loss or damage.

## 12. Complaints and correction of errors

You must submit any complaint relating to the execution or non-execution of an instruction or any

objection to an account statement, a portfolio statement, a transaction advice or any other communication from Alpian, in writing and immediately after receipt or knowledge of the corresponding statement, advice, or communication, but in any case, within 30 days of receipt. If you do not receive an account statement, a portfolio statement, a transaction advice or any other communication that you are expecting, you must notify us immediately. Damage resulting from a late complaint shall be borne by you.

If Alpian does not receive any written objection within the above-mentioned 30 days period, any execution or non-execution of instructions is deemed to have been definitively approved and ratified by you.

The valuation of the assets held in your account as stated in account statements, portfolio statements and other documents is indicative only and should not be construed as a confirmation by Alpian or as representing the exact financial value of such assets.

Such valuations of the assets are based on non-binding approximate rates and market values from sources of information customary in the banking sector, for the correctness and accuracy of which we do not take any responsibility.

Alpian is authorized to correct, by a mere entry in its books, any errors it notices even if the account balance has been expressly or tacitly approved. Similarly, if by error, a transfer instruction has been executed twice or multiple times, Alpian is authorized - in accordance with the principles of recovery of undue payments - to correct such error. You cannot object to a request from Alpian for a refund or a return of the relevant assets by claiming that you have already disposed of the assets that have been erroneously credited to your account even if you could in good faith believe that you were the beneficiary of such assets.

### 13. Right of pledge and set-off

All present, future or conditional claims that we have or may have against you, regardless of their due dates or the currency in which they are denominated, arising from present or future

business relations between you and us, regardless of the legal basis of such claims, are secured by a right of pledge in our favor on all assets we hold in our own custody or elsewhere on behalf of you, as well as on all claims you have against us.

We are also entitled to set off any claims you may have against us against any claims that we have against you, regardless of their due date or the currency in which they are denominated. The right of set-off exists even if the claims are not identical in nature. It may also be exercised in respect of sums received by us from third parties on your behalf after the interruption or termination of business relations.

We are authorized to offset the debit and credit balances of your various accounts with us against each other. If the amounts payable are denominated in a currency other than Swiss francs, they shall be converted into Swiss francs at an exchange rate to be determined by Alpian. We shall not be held liable to any loss incurred due to the applied exchange rate.

These rights are without prejudice to any other rights or guarantees that may have been granted to us.

We have the option of realizing the pledged assets or claims by means of enforcement or legal proceedings or by private sale without having to initiate enforcement or legal proceedings pursuant to the Federal Law on Debt Enforcement and Bankruptcy. If the value of the pledged assets or claims subject to the right of set-off exceeds the amount of our claims, we may freely and irrespective of type, currency, time and place of performance decide which assets or claims we will realize or set off and in what order. We are also free to take any other action we deem appropriate vis-à-vis you in order to safeguard our rights and interests.

### 14. Outsourcing

You acknowledge and agree that we may outsource activities and services in whole or in part to affiliated or third-party service providers located in Switzerland and abroad, and those service providers may involve other third-party service providers located in Switzerland and abroad,



including, without limitation, the following activities and services:

- (a) the creation, development, operation, maintenance and storage of computer applications or databases;
- (b) the storage of client and personal data (including with Swiss or foreign cloud providers);
- (c) the processing of cash and securities transactions of any value whatsoever as well as the processing of payment transactions;
- (d) the execution, clearing and settlement of securities and foreign exchange transactions;
- (e) the custody and safekeeping of securities or assets on your behalf;
- (f) certain tasks related to portfolio management and investment advice;
- (g) tasks related to debit or credit card activities, including card transaction processing and card personalization;
- (h) tasks related to processing communications between you and Alpian;
- (i) tasks related to compliance, internal control and risk management;
- (j) administrative tasks related to record keeping and document management;
- (k) the development of business activities, products and services, marketing activities and all other tasks for which special expertise within or outside our field of activity is required.

Within the framework of any outsourcing, you expressly authorize us to disclose and transfer to the relevant service providers, in Switzerland or abroad, any information and documents relating to the business relationship with you, including, without limitation, contractual documentation, Know Your Client (KYC) documentation, account statements and correspondence, as well as any information contained in these documents or in our databases. In this respect, you hereby release us from banking secrecy and any other legal or

contractual obligation to maintain the confidentiality of data.

We ensure to comply with our legal and regulatory obligations when outsourcing activities and we subject our service providers to confidentiality obligations.

## 15. Banking secrecy

We, our corporate bodies, employees, agents or auxiliaries are required by law to maintain confidentiality regarding the business relationship with you.

You expressly release us, our corporate bodies, employees, agents or auxiliaries, of our banking secrecy and confidentiality obligations (i) in the situations provided for in the Contractual Terms, in particular in the event of any outsourcing of our activities or services, (ii) to the extent necessary for the provision of services to you (e.g. payment transactions and transactions in financial instruments), (iii) to the extent necessary to defend our legitimate interests, in particular in the event of legal action brought by you against us, (iv) to safeguard our claims and to enforce and realize any security granted to us, (v) to initiate and pursue debt collection proceedings against you or (vi) in the event of complaints against us made by you either publicly or before any Swiss or foreign authorities. Furthermore, specific agreements between you and us are reserved, as well as our mandatory reporting duties.

When executing payment instructions, stock exchange orders or other transactions on your behalf, you authorize us to communicate information about you and your relationship with us to third parties in Switzerland or abroad involved in the execution of such a service (e.g. a correspondent bank, a payment services provider, a central securities depository, an operator of a financial market infrastructure such as a stock exchange, an issuer, a broker or a supervisory authority). Such disclosure of information is intended to ensure the performance by us of our services and compliance with legal, regulatory and contractual provisions in connection with the performance of our services.

You acknowledge that in the event of transfer of your data abroad, your data are no longer protected by Swiss law and are subject to foreign laws that do not necessarily provide protection that is equivalent to Swiss law.

## 16. Dormant accounts

In order to prevent the loss of contact between you and us, you undertake to inform us immediately of any change in your personal situation which might result in a loss of contact.

Furthermore, you shall take any necessary measures (such as the designation of a contact person) to enable us to restore the contact if necessary.

If, in spite of this undertaking, we lose contact with you, we or any agent appointed by us, are entitled to conduct investigations in Switzerland and abroad in order to re-establish contact with you or your legal assigns and legal representatives, in accordance with the relevant legislation and the Guidelines on Dormant Assets of the Swiss Bankers Association, as they may be amended from time to time. The costs incurred for conducting investigations as well as the costs that arise in connection with the specific processing and monitoring of assets which are without contact or dormant shall be borne in full by you or your legal assigns. In addition, you hereby release us of any confidentiality obligations in case we need to conduct investigations to re-establish contact with you.

We draw your attention to the fact that pursuant to applicable legislation, we may need to report your assets to a central database in case we are unsuccessful in our attempts to restore contact. A factsheet on dormant assets published by the Swiss Bankers Association is available to you via the Alpian App. [SBA Factsheet on the Dormant accounts [Dormant Accounts \(swissbanking.ch\)](https://www.swissbanking.ch) -]

## 17. Profiling and marketing

You acknowledge and agree that Alpian may record, store, process, combine and use your data as well as data from third-party sources and create profiles therefrom, that allow us and our affiliates in

Switzerland and abroad to provide our clients and our affiliates' clients with individual advice, products, services, and information that are tailored to individual situations or that we believe could be of interest to them. Such profiles may additionally be used for the purposes of market research, marketing, or risk management.

## 18. Clawback claims

Where Alpian acting in its own name but on your behalf has or had invested in financial instruments and where, in connection with such current or past investments, the issuer of the relevant financial instrument and/or any other third party claim, for any reason, the full or partial repayment of any amount (be it in cash or in financial instruments) previously paid to us (as nominee) or to you (the **Clawback Claim**) or where an account of Alpian with a third party custodian bank or clearing institution is debited accordingly, you are obliged to immediately pay to us the value of such amount to ensure that we can pay the Claw Back Claim. In such case, we shall be entitled to debit your account accordingly without incurring any financial exposure.

You shall pay for any expenses incurred and damages suffered by us when acting on your behalf. You shall further and immediately upon our demand hold harmless Alpian from any losses and liabilities incurred by us when acting for you in connection with any Claw Back Claim.

## 19. Public holidays

In all relations with us, public holidays are those recognized as such in the Canton of Geneva, Switzerland. Saturdays are treated as public holidays.

## 20. Liability

We will perform all acts under the contractual banking relationship with you with the standard of care and diligence customary in the business.

Within the limits of the relevant laws, regulations and contractual arrangements, our liability in any dealings with you for any resulting and duly proven



loss or damage shall be limited to cases of gross negligence or willful misconduct.

### **21. Compensation**

You undertake to fully indemnify and reimburse us for any claims, legal proceedings, penalties, damages, losses and any other costs of whatever kind, including lawyers' fees and legal expenses we might incur at any time in relation with the business relationships between you and us and assets and the transactions related thereto, due to any breach of your legal, contractual and/or regulatory obligations.

### **22. Amendment of the General Terms and conditions**

We reserve the right to amend these General Terms and Conditions at any time. The amendments shall be notified to you by an electronic communication through the Alpian App or by any other means that we deem appropriate.

Any amendments shall be deemed to be accepted by you if no written objection has been received by us within 30 days of the date on which we notified you of these amendments. In the event of objection, you shall be free to terminate the business relationship with immediate effect subject to special agreements.

### **23. Duration**

Any existing contractual relationship between you and us does not come to an end in the event of your death, bankruptcy, declaration of absence or civil incapacity. In such event, we are nevertheless free to take such measures as we deem the most appropriate, in accordance with applicable regulations.

### **24. Termination of the business relationship**

You and us shall each have the right to terminate any existing business relationship at any time with immediate effect or with effect at a later date, unless otherwise agreed. We may cancel any credits or commitments granted, in which case repayment of the claims is immediately due, unless otherwise agreed.

If, after a reasonable period of time set by us, you fail to inform us where to transfer the deposited assets and credit balances, we may liquidate them. We may deposit the proceeds and the remaining assets at the place designated by you or any competent authority with discharging effect for us or may send a cheque to the last postal address communicated by you.

### **25. Electronic signature**

Your action of electronically signing any Contractual document related to our banking relationship between you and us is valid evidence of your consent and intention to be legally bound by the Contractual Terms and any other documents to be delivered in connection therewith. Any electronic signatures attached to the Contractual Terms or any document in connection therewith are the same as handwritten signatures in terms of validity, enforceability, and admissibility.

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

All legal relations between you and us are governed exclusively by substantive Swiss law (i.e. to the exclusion of the collision of law rules of the Swiss Private International Law Act). The exclusive place of jurisdiction for all legal proceedings as well as the place of proceedings under the Swiss Federal Debt Collection and Bankruptcy Act is Geneva, Switzerland. We reserve the right to bring action against you in any other competent court, in particular at your place of domicile or residence, in which case Swiss law remains exclusively applicable.

# Custody account terms and condition

These Custody Account Terms and Conditions apply to the assets and valuables of the client (**you**) taken into custody by Alpian SA (**Alpian** or **we** or **us**), as bank.

These Custody Account Terms and Conditions shall form an integral part of the Contractual Terms. Should any provision of these Custody Account Terms and Conditions or any part thereof be illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions and any part thereof, and you and us shall endeavour to reach an agreement and/or replace the illegal, invalid or unenforceable provision by a legal, valid and enforceable solution that comes as close as possible to the purpose of the affected provision.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Alpian's application to open a banking relationship.

## 1. Custody assets

We generally accept securities and other financial instruments maintained in book-entry form for safe custody and administration (the **Custody Assets**). We may decline to accept any assets, including Custody Assets, or to continue to hold any such assets at our sole discretion and without giving a reason.

If certain Custody Assets are no longer acceptable to us, whether for legal, regulatory or product-specific reasons, we will ask for your instructions as to where to transfer those Custody Assets. If you fail to indicate to us where to transfer those Custody Assets, we shall be entitled to liquidate those Custody Assets and to credit the proceeds net of any applicable fees, if any, to your account.

## 2. Duty of care and liability

We deposit, book, and administer the Custody Assets with the standard of care customary in the business. We are only liable for our own acts and those of our auxiliary persons in case of direct losses but in no event for consequential or special losses and only within the limits specified in our General Terms and Conditions. In the case of third-party custody, we are only liable for the pertinent care in the selection and instruction of the third-party custodian with whom we are in relation.

## 3. Notification and/or reporting requirements

You are responsible for the fulfillment of any potential notification and/or reporting requirements vis-à-vis companies and authorities as well as for any potential duties regarding the submission of take-over bids. We are not obliged to notify you of these duties. We are entitled to refrain, fully or partially, from executing transactions with respect to Custody Assets that would result in a notification and/or reporting requirement on our part.

## 4. Custody Fees

The fees charged for the custody and administration of the Custody Assets, as well as any additional services, are set out in our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure].

Alpian reserves the right to amend the Services and Fees Brochure at any time and without notice. Any amendment to our Services and Fees Brochure is made available to you by appropriate means. In case of objection, you shall be free to terminate the affected service with immediate effect, unless otherwise agreed with us.

## 5. Method and Place of Custody

We are entitled to hold the Custody Assets segregated or in collective custody with a third-party custodian of our choice in Switzerland or abroad in our own name, but for your account and at your risk. Custody Assets exclusively or predominantly traded abroad are generally held abroad as well. You explicitly agree to the Custody Assets being deposited with a third-party custodian abroad. Custody Assets held abroad are subject to the laws and customs of the place of custody. If the return of Custody Assets held abroad or the transfer of the proceeds from the sale of the Custody Assets is rendered impossible or hindered by foreign legislation, then we are only obliged to provide you with a claim for pro rata restitution or a claim for payment at the place of the foreign custodian or correspondent bank, to the extent that such claim exists and is transferable.

## 6. Administrative actions

We take care of the usual administrative actions without specific instruction from you such as the collection of due interest, dividends, principal and other disbursements.

Unless otherwise agreed, it shall be your responsibility to take all other measures to preserve the rights associated with the Custody Assets. If we do not receive your instructions in time, we are authorized, but not obliged, to act at our discretion while protecting your interests (including debiting your account when exercising subscription rights).

Amounts credited to your account as part of our administrative tasks are usually net. Withholding taxes, stamp duties, or other taxes claimed or debited by issuers, custodians, or paying agents are to be borne by you. Alpian shall also pass on any subsequent charges for such taxes to you. Alpian is not obligated to verify or ensure that withholding taxes can be reduced or reclaimed. You are solely responsible for assessing the tax implications associated with Custody Assets.

## 7. Corporate actions

Where any matter arises which involves the exercise of rights, including voting, conversion and subscription rights, in relation to Custody Assets held by us on your behalf:

- we will not be responsible for notifying and dealing with any of these matters,
- we will be entitled at our absolute discretion to obtain your instructions; and,
- if we seek but do not receive your instructions within the time stated by us, we will take no action.

If we become aware of any litigation proposed or taken which is relevant to any Custody Assets, we are not obliged to tell you about it or take any other steps.

## 8. Proxy Voting Power

We may exercise a proxy voting power only on the basis of a written authorization given by you and always at our own discretion.

## 9. Registration of Custody assets

Where a registration is required or customary (e.g. a share register), we may, as we determine in our sole discretion, register the relevant Custody Assets either in your name or in our name or in the name of a third party, provided that such registration shall always be made at your own risk and own expense.

## 10. Non-execution or reversal of orders

We reserve the right to cancel or reverse orders involving Custody Assets in particular if (i) there is insufficient cover available or (ii) we have any doubts as to the power of disposal of the instructing party or (iii) the acquisition, safekeeping or sale of the Custody Assets are suspected to be contrary to mandatory laws and regulations, national or international sanctions or agreements that we must comply with or our internal guidelines.

### **11. Statement of Custody Assets**

We provide you with a statement of the Custody Assets periodically via the Alpian App. These statements are deemed to be confirmed as correct and accepted if you do not raise any written objection against their contents within 30 days from the date they are made available to you. Valuations of the Custody Assets are based on non-binding approximate rates and market values from sources of information customary in the banking sector, for the correctness and accuracy of which we do not take any responsibility.

### **12. Amendment of the Custody Account Terms and Conditions**

We reserve the right to amend these Custody Account Terms and Conditions at any time.

The amendments shall be notified to you by an electronic communication through the Alpian App or by any other means that we deem appropriate.

Any amendments shall be deemed to be accepted by you if no written objection has been received by us within 30 days of the date on which we notified you of these amendments.

In the event of objection, you shall be free to terminate the business relationship with immediate effect subject to special agreement

# Payment services terms and conditions

These Payment Services Terms and Conditions between the client (**you**) and Alpian SA (**Alpian** or **we** or **us**) govern the execution and acceptance of domestic and cross-border payment instructions and incoming payments.

These Payment Services Terms and Conditions shall form an integral part of the Contractual Terms. Should any provision of these Payment Services Terms and Conditions or any part thereof be illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions and any part thereof, and you and us shall endeavour to reach an agreement and/or replace the illegal, invalid or unenforceable provision by a legal, valid and enforceable solution that comes as close as possible to the purpose of the affected provision.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Alpian's application to open a banking relationship.

## 1. Payment Instructions and incoming payments

We execute a payment instruction (the **Payment Instruction**) in your name if the following requirements have been fully met and any additional currency-specific information has been provided:

### 1.1 Details in the Payment Instruction

You shall provide us with at least the following details:

- the amount to be transferred, the currency, and the IBAN (International Bank Account Number) of the beneficiary account when such beneficiary account is maintained in a country enforcing IBAN use, or the beneficiary account

number when such beneficiary account is maintained in a country not using IBAN

- the family name and first name or company name, respectively, and the full address of the payee;
- the BIC (Business Identifier Code) and/or the national clearing number as well as the name of the payee's financial institution.

These details must be complete, precise, and unambiguous.

### 1.2 Power of disposal

You must be authorised to dispose of the account to be debited. There shall be no restrictions or prohibitions of disposal which could exclude or restrict the power of disposal.

### 1.3 Credit balance

At the time of execution of the Payment Instruction, you must have freely available assets on the account to be debited at least in the amount of the Payment Instruction to be executed. If you issue Payment Instructions that exceed your freely available assets, we may, irrespective of the time of receipt of the respective Payment Instructions determine at our sole discretion if and to what extent we execute such Payment Instructions, in accordance with our Contractual Terms.

If a Payment Instruction is executed despite an insufficient credit balance, we may charge you interest according to the rates set forth in the Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure] or in accordance with usual banking practice.

#### 1.4 Submission of Payment Instructions

Payment Instructions must be submitted via our mobile banking application (the **Alpian App**). You expressly acknowledge that we are not obliged to accept, and we generally do not accept, Payment Instructions made by any other means.

## 2. Amendments, revocation and recall of Payment Instructions

Amendments to, and revocation of Payment Instructions that have already been issued must be carried out via the Alpian App at least five bank business days before the date of execution, unless determined otherwise by Alpian. If the Payment Instruction has already been executed, you may request a recall. Recalls and amendment requests for executed Payment Instructions are forwarded to the recipient bank by us. However, it is not our responsibility whether the recall leads to repayment or whether the amendment request will be accepted. In any case, any and all costs due to a recall are to be borne by you.

## 3. Execution of Payment INSTRUCTIONS

### 3.1. Date of execution

We will execute the Payment Instruction at the desired date of execution, provided that the respective cut-off times have been adhered to and all requirements for the execution of a Payment Instruction have been fulfilled. Depending on the market opening times for the specific currency and on the type of Payment Instruction, we are authorised to process a Payment Instruction before the desired date of execution. Your account will be debited at the time of processing with the value date for the desired date of execution. If the requirements for the execution of the Payment Instruction are only completely fulfilled after the date of execution, we are still entitled to execute the Payment Instruction. If no date of execution is indicated in the Payment Instruction, we will execute the Payment Instruction, taking into account the respective cut-off times as specified below, provided that all the requirements for the execution of a Payment Instruction have been fulfilled. We have no influence on when the

crediting to the account of the payee from another financial institution occurs.

Furthermore, the execution of the Payment Instruction may be delayed if Alpian requires clarifications prior to execution of the order. Alpian is not liable to the client for any such delay.

### 3.2. Standing instructions

Any new standing instructions as well as amendments and cancellations of existing standing instructions must be received by Alpian at least five bank business days before the date of execution, unless determined otherwise by Alpian. If this is not the case, they can usually only be taken into account at the next bank business day.

We shall be in no way responsible for non-execution or delay in execution of the standing instructions either on account of non-availability of sufficient funds or for any other reason whatsoever or for the Bank being unable to accept the standing instructions for any reason.

We reserve the right to refuse or cancel standing instructions at our own discretion, in which case we will notify you accordingly.

### 3.3. Cut-off times

You can obtain information on the cut-off times for Payment Instructions from us at any time. If the Payment Instruction is submitted by you after the relevant cut-off time, the Payment Instruction will usually only be processed on the following bank business day.

### 3.4. Alterations and additions by us

We may make alterations or additions in form or content to all types of Payment Instructions (e.g., unsupported characters, corrections of spelling mistakes, conversion of an account number into IBAN format, correction of incomplete or incorrect account numbers/IBAN, first and family name, or company name and address, insertion or adjustment of BIC and/or the national clearing number) in order to ensure a more efficient processing. Moreover, we are authorised to



execute the Payment Instruction, despite insufficient or missing details, if these details can without any doubt be corrected and/or completed by us.

#### **4. Crediting 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 is specified, we shall determine the account to which the amount shall be credited at our discretion.

#### **5. Currency conversion and exchange rate risk**

Currency conversions are performed for each payment transaction at the current exchange rate determined by Alpian at the time the payment transaction is processed by us. As a result, the processing date may be before the value date.

In the event of transactions in a different currency than the currency of the account, Alpian will buy on your behalf the required currency in exchange of the currency of your account. Alpian will not charge any commission for the exchange but may apply a margin on top of the rate received by Alpian from its counterparties, where applicable.

#### **6. Infringements of legal and bank-internal rules and regulations**

We are not obliged to execute Payment Instructions or to process incoming payments that infringe the applicable law, regulatory provisions or official orders of responsible authorities, national or international sanctions, or that in some other ways are not compatible with internal or external rules of conduct and measures applicable to us (e.g., embargo or anti-money laundering rules). We shall not be liable for any delays that result from required investigations, unless the delay was caused by us acting in gross negligence or by wilful misconduct. We are entitled to take any additional measures that we consider necessary to comply with national

and international sanctions related regulations, such as the blocking of your payment and/or your account.

#### **7. Country- and currency-specific particularities**

Country- or currency-specific particularities (statutory or regulatory restrictions, political turmoil, natural catastrophes, etc.) may result in delays or the non-execution of Payment Instructions or incoming payments. Accordingly, we reserve the right at any time to partially or completely suspend payments in certain countries or in certain currencies. You 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 you. We shall not be liable for delays or the non-execution of Payment Instructions and incoming payments or for increased costs resulting from country- or currency-specific particularities.

#### **8. Rejections and re-transfers**

##### **8.1. Rejection of Payment Instructions**

If one or more of the requirements for the execution of a Payment Instruction are not fulfilled and no rectification is carried out by us, then we will not execute the Payment Instruction. Moreover, the Payment Instruction may be rejected by another party involved in the transfer (e.g., the payee's financial institution or a clearing house). In the case of rejection, we will inform you in an appropriate manner. If we have already executed the Payment Instruction, we will re-credit the amount received to the account after recovery. Costs and fees are charged to you, provided they were not caused by us by a failure to exercise the appropriate standard of care and diligence customary in banking business. If we are in a position to rectify the reason for the rejection of the Payment Instruction, we are authorised to re-execute the Payment Instruction even without consultation with you.

## 8.2. Re-transfer of incoming payments

We will re-transfer incoming payments to the financial institution of the originator at your request or if good reasons exist which prevent the amount from being credited to your account (e.g. non-existent account, incomplete, incorrect, or ambiguous information, statutory or regulatory provisions, official orders, rules and standards). In connection with a re-transfer, we are entitled to disclose to all parties involved in the payment transaction (including the payment originator) the reason for not crediting the amount.

## 9. Processing and transfer of data

You acknowledge that in the context of payment transactions for all account types, your data, in particular your first and surname, address, IBAN and or your account number and other details as per the Payment Instruction, will be disclosed to all parties involved, such as domestic and foreign 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, you agree that depending on the payment transaction and payment processing, 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. You further acknowledge 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.

## 10. Cover payments

We reserve the right to only credit incoming payments in foreign currencies that are connected to a cover payment (acquisition of the respective currency by another bank) after the definitive confirmation of the receipt of the cover from the correspondent bank. If, however, we immediately credit the incoming payments to the account, we

reserve 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.

## 11. Additional special terms and conditions for SEPA payment transactions

«SEPA payments» are payments in euro to accounts in the SEPA Zone, under the Single Euro Payments Area (SEPA) scheme.

SEPA payment instructions will be executed through our network of banking correspondents in accordance with the SEPA payments standards. They can only be executed if, in addition to the general requirements for the execution of Payment Instructions, all of the following requirements, which may be amended from time to time, are fulfilled:

- The Payment Instruction is denominated in EUR.
- The Payment Instruction contains the IBAN of the payee.
- The payee's financial institution participates in SEPA.
- The splitting of costs is ensured, 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.

## 12. Final provisions

### 12.1. Fees

We may levy fees for services rendered in connection with payment transactions (execution of Payment Instructions, processing of incoming payments, and currency conversions), which are based on our Services and Fees Brochure [ My Profile > Account conditions > Services and Fees Brochure]. We are entitled to debit such fees directly from your account. Alpian reserves the right to amend the Services and Fees Brochure at any time and without notice. Any amendment to our Services and Fees Brochure is made available to you by appropriate means. In case of objection, you shall be free to terminate the affected service with immediate effect, unless otherwise agreed with us.

### 12.2. Bank business days

If a credit or debit date falls on an official bank holiday as set out in the relevant provision of the General Terms and Conditions, we are authorised to effect the credit or debit on the previous or the following bank business day. Payment Instructions or debits as well as incoming payments or credits may also be delayed due to regional, foreign or specific regulations of the correspondent banks and other payment service providers concerning bank business days and public holidays.

### 12.3. Reverse posting

In the case of erroneous or incorrect bookings by us, we have the right to reverse these bookings at any time without consulting you (reverse posting).

### 12.4. Credit and debit advice

Credit and debit advice shall be made available to you in an appropriate manner as determined by Alpian in its own discretion. You shall raise immediately any complaint in writing in respect of the incorrect execution or non-execution of orders, or in respect of credit or debit advices received from us, but no later than within 30 calendar days of the date of the advice.

## 13. Amendments

We reserve the right to amend these Payment Services Terms and Conditions at any time.

The amendments shall be notified to you by an electronic communication through the Alpian App or by any other means that we deem appropriate.

The amendments shall be deemed to be accepted by you if no written objection has been received by us within 30 days of the date on which we notified you of these amendments. In the event of objection, you shall be free to terminate the business relationship with immediate effect subject to special agreement.

# Terms of use for the Alpian App

These Terms of Use govern the use by the client (**you**) of the mobile banking application (the **Alpian App**) of Alpian SA (**Alpian** or **we** or **us**).

These Terms of Use shall form an integral part of the Contractual Terms. Should any provision of these Terms of Use or any part thereof be illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions and any part thereof, and you and us shall endeavour to reach an agreement and/or replace the illegal, invalid or unenforceable provision by a legal, valid and enforceable solution that comes as close as possible to the purpose of the affected provision.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Alpian's application to open a banking relationship.

## 1. Your Data

We handle your personal data carefully. Please read our Privacy notice [My Profile > Documents > Contractual terms] before registering for, or using, any of our services.

As part of your digital onboarding for opening a banking relationship with us, your identification is carried out with the support of a third-party supplier based abroad.

We also use a third-party supplier's software to verify your address which may become known to that third-party supplier.

Furthermore, in order to enable you to electronically sign the account opening documentation and other contractual documents, we use a third-party software provided by a Swiss company that enables advanced electronic signature solutions.

The third-party service providers that we use are obliged by law and contractually to comply with applicable data protection law and to protect your data, if they have access to such data.

You expressly accept the processing of your data by Alpian and the disclosure and processing of your data to and by our external services providers based in Switzerland and abroad.

Please refer for additional information to our General Terms and Conditions, in particular the clause relating to the activities and services that we may outsource.

## 2. Identification and blocking of access

You understand and acknowledge that you will not be entitled to use certain functionalities of the Alpian App until we have accepted your application to open an account with us and you have received a unique activation code (the **Activation Code**) and entered such Activation Code in the Alpian App. Additionally, certain functionalities of the Alpian App, including those relating to portfolio management, investment advice, require the establishment of an investment profile and investment strategy and the signature of specific contractual documents.

You will have access to the Alpian App and to the range of services provided by Alpian only once you have correctly identified yourself by entering your password or by the biometric authentication method (e.g., fingerprint, facial or iris pattern) that you have chosen (the **Means of Identification**).

You acknowledge and agree that you are responsible for selecting the Means of Identification that is the most secure and appropriate for you based on all relevant considerations.

In case of biometric authentication, the Alpian App will not have access to cryptographic keys which may be stored securely on your smartphone by your mobile operating system. The comparison of the biometric characteristics stored locally on your smartphone will be performed by your mobile operating system.

By choosing to use biometric authentication on your mobile device, you are relying on the

functionality provided by the hardware and the operating system on your mobile device. You acknowledge that we do not control biometric authentication or obtain access to your biometric information. We shall not be liable for any malfunction, error, inaccuracy or unauthorized access to your biometric information.

Any person successfully gaining access to Alpian App using the personal Means of identification, shall be regarded by Alpian as authorized to access the Alpian App.

You may request the blocking of your access to the Alpian App. You may also block your own access by entering incorrectly your credentials of access until the Alpian App shows that your access has been blocked. You shall bear the risk of the use of your personal means of access until the blocking of your access to the Alpian App takes effect within the normal business period.

Your personal Means of identification does not become invalid automatically, (e.g., as a result of death or incapacity). In the case of non-use, Alpian reserves the right, on its own initiative, to block or permanently deactivate your access to the Alpian App.

### 3. Duty of care

You shall use the smartphone used for login into the Alpian App as a personal device and not pass it on to other persons. You shall protect your smartphone with device locking (PIN, password, fingerprint, facial or iris recognition) at all times and regularly install all the updates required for your device as well as for the Alpian App.

Personal security elements such as PINs and passwords shall be entered unobserved and shall not consist of combinations that are easy to determine (e.g. telephone number, date of birth).

You must immediately notify us if your smartphone is lost or stolen or if you have any reason to believe that unauthorized third parties have gained access to the Alpian App.

Any operation that is performed by a person who gained access to the Alpian App by using your personal Means of Identification will be deemed to

have been performed by you as client and user. We cannot and do not accept any liability in case of a misuse by an unauthorized third party who gained access to the Alpian App by using your Means of Identification, nor in case of any error of transmission, loss of data or other malfunction caused by your IT system or device.

### 4. Re-registration

If the installed Alpian App is locked, deleted or you want to install it on another mobile device instead of the existing one, an OTP (One Time Password) is required to reactivate the application again. The OTP for activating the mobile banking application can be requested by entering your phone number. The use of the authentication methods is in line with the procedures applied at Alpian for Client identification and the verification of disposal rights over the outstanding Bank account opening process.

Beyond this, Alpian does not examine the entitlement of a user to use the credentials in accordance with the above, or the circumstances of such use

In the event of a change of number you will be required to undergo an identity verification procedure.

We consider anyone who provide proof of identification in accordance with para. 2 as authorized to use or activate the Alpian app services.

### 5. Risks

You acknowledge that there are certain risks related to the use of the Alpian App, including but not limited to (i) system interruptions and other defective transmissions that may cause delays and incorrect routing or deletion of the information, (ii) misuse resulting in loss or damage caused by the interception of information by third parties, (iii) access to information if the end device is lost and (iv) fabrication of false data by third parties.

Alpian 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 your



Alpian App or your device or any third party (incl. systems and transmission networks that are generally accessible to the public), except in case of gross negligence or willful misconduct on the part of Alpian.

## 6. Push messages and text messages

You acknowledge and agree that we may send you unencrypted push messages and text messages which are communicated via open-access networks.

Alpian is unable to guarantee that messages are received by you in every case.

We reserve the right to send electronic messages such as security notifications and recommendations, tips, confirmation of meeting request, publications and general or personalized product and services information to phone numbers or email address provided by you using unencrypted communications channels.

These messages may enable third parties (e.g. device manufacturers, network providers) to conclude that a banking relationship exists between you or us and/or a payment relationship exists between you and the beneficiary of the payment.

## 7. Use of the Alpian app

We grant you a non-exclusive, personal and non-transferable right to download and use the Alpian App for the purpose of accessing our digital services. Any other use is prohibited. In particular, you are prohibited from modifying the Alpian App, from copying it, using it in an attempt to access information to which you are not entitled and in general from acting for any illegal purpose. The Alpian App remains the property of Alpian and its partners.

## 8. Links to third party content

When using our services, you may encounter links to documents or websites created and / or

maintained by third parties. If you follow any link to such third-party content, the processing of your data in relation to this content may be governed by the relevant third-parties' privacy policies or similar documents. We are not the controller responsible for the data processing in relation to such third-party content. We accept no liability for any processing of your data by third parties in relation to third party content.

## 9. Availability of the Alpian App

For various reasons (e.g.: maintenance work, upgrades, cyber threats) we cannot guarantee that the Alpian App will be available at all times without interruption. We exclude any liability resulting from the unavailability of the Alpian App.

## 10. Intellectual property rights

Any intellectual property rights contained in documents and information of any kind provided by us, originating from our systems or from those of third parties, are exclusively our property or that of third parties. You must only use these documents or information for strictly personal purposes to the extent necessary to use our services.

The “+a” and “Alpian” name are among the registered and unregistered trademarks of Alpian. You may not use any trademarks of Alpian for any purpose without prior written permission of Alpian.

## 11. Amendments

We reserve the right to amend these Terms of Use at any time.

The amendments shall be notified to you by an electronic communication through the Alpian App or by any other means that we deem appropriate.

Any amendments shall be deemed to be accepted by you if no written objection has been received by us within 30 days of the date on which we notified you of these amendments.

In the event of objection, you shall be free to terminate the business relationship with immediate effect subject to special agreements.



# Payment card terms and conditions (alpian debit card)

## 1. Scope

As soon as the client (**you**) begins using a debit card, either in the physical or virtual form (an **Alpian Debit Card**) issued by **Alpian SA (Alpian or we or us)**, these payment card terms and conditions (the **Payment Card Terms and Conditions**) shall apply to you.

Your Alpian Debit Card is a VISA Debit Card.

These Payment Card Terms and Conditions shall form an integral part of the Contractual Terms. Should any provision of these Terms of Use or any part thereof be illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions and any part thereof, and you and us shall endeavour to reach an agreement and/or replace the illegal, invalid or unenforceable provision by a legal, valid and enforceable solution that comes as close as possible to the purpose of the affected provision.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Alpian's application to open a banking relationship.

## 2. Card relationship

The Alpian Debit Card is linked to the account in relation to which it has been issued. It can only be issued in your name, as account holder.

## 3. Card issuance, validity and renewal

The Alpian Debit Card may, at our discretion, be issued in the form of a physical debit card and/or in the form of a virtual debit card.

Once your onboarding is completed or in case of a replacement of your Alpian Debit Card, we will

issue a physical debit card and/or a virtual debit card in your name and will provide you with authentication means which will enable you to access the functionalities offered by the Alpian Debit Card. Every Alpian Debit Card issued remains the property of Alpian.

The Primary Account Number (PAN) and the Personal Identification Number (PIN) will be made available to you via the Alpian App or by any other appropriate means. Upon receipt of your physical Alpian Debit Card by Post, you will receive as well a unique code (an **activation code**) which enables access to your Alpian Debit card credentials within the App.

The Alpian Debit Card is valid until the expiration date indicated by Alpian in the Alpian App or via other appropriate means. Subject to proper use of the services and in the absence of any instruction to the contrary received from you at least 1 (one) month prior to the date of expiration of the card, the Alpian Debit Card will be automatically replaced with a new card. If you have not received a new Alpian Debit Card 10 (ten) days before the expiration of your current Alpian Debit Card, you are required to notify us.

## 4. Use of the card

Alpian determines which possible uses (e.g., cash withdrawal in Switzerland or abroad, payment for goods and services in Switzerland and abroad, either physically at retail stores, or online or on the phone) are currently allowed with the Alpian Debit Card. We will provide you, upon request, with up-to-date information on the functionalities of the Alpian Debit Card.

Subject to the applicable card limits, your Alpian Debit Card can in particular be used for one or more of the following functions:

- withdrawing cash at designated cash dispenser machines (*only ATMs displaying the Visa logo*) in Switzerland and abroad,
- paying for goods and services in Switzerland and abroad either physically from designated acceptance points equipped with devices for this purpose, online, on the phone or by correspondence (remote payment),
- guaranteeing reservation payments (e.g., hotels) and contingent claims (e.g., car rental) subject to the merchant's conditions.

For some debit card payments certain merchants will reserve a defined amount for a limited time necessary to deliver goods and services (e.g., fuel station). The exact amount will be deducted from the reserved amount and the balance will be released once the final amount will be communicated by the merchant.

Except for specific contactless transactions, any use of the Alpian Debit Card requires the use of the PIN or, where applicable, other authentication methods.

The first use of your Alpian Debit Card must take the form of a transaction requiring the use of the PIN with a merchant or an appropriate cash dispenser machine (ATM).

The use of the Alpian Debit Card for unethical or illegal purposes or payments to certain merchants banned or restricted by Alpian are prohibited.

The functionalities and modalities relating to the use of the Alpian Debit Card may be modified at any time by Alpian without advance notice.

## 5. Duty of care

You must comply with a duty of care in connection with your Alpian Debit Card. In particular, you shall exercise the following duties:

### + **Safekeeping:**

The Alpian Debit Card must be kept in a safe place to prevent loss or misuse. The Alpian Debit Card shall not be handed over to third

parties or made accessible to others in any way.

### + **Confidentiality of the authentication process:**

You shall keep the PIN and other authentication elements - such as passwords - private and separate from each other. The Alpian Debit Card and means of access such as the PIN shall not be sent, passed on or made accessible to third parties. In particular, the means of access shall not be saved on the Alpian Debit Card or saved electronically without encryption, not even in altered form and shall not be easily ascertainable.

### + **The Alpian Debit Card cannot be transferred:**

You are prohibited to transfer or lend your Alpian Debit Card to anyone, or to disclose associated card data other than to legitimize or authenticate a payment at a designated acceptance point.

### + **Obligation to check statements and to report any discrepancies:**

The account statements pertaining to the account in relation to which the Alpian Debit Card was issued must be checked immediately upon receipt of such statements or availability of such statements. Any discrepancies, in particular debits resulting from misuse of the Alpian Debit Card, must be reported and contested in writing. Statements are deemed to be confirmed as correct and accepted if you do not raise any written objection against their contents within 30 days from the date they are made available to you.

### + **Loss, theft and suspicion of misuse:**

You must immediately report to us any instance of loss, theft, retention by a machine or suspicion of misuse, regardless of any time difference and shall immediately freeze or block the Alpian Debit Card using the appropriate feature of the Alpian App. If there is suspicion that a criminal act has occurred, you 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.

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

If you do not comply with the obligations under this clause, you shall be fully liable for any and all losses incurred through use, including fraudulent use, of the Alpian Debit Card until the use of the card is effectively blocked.

## 6. Authorization of transactions

You authorize a designated acceptance point to initiate transactions and Alpian to debit the account with authorized amounts or to appropriately reduce the account balance in order to irrevocably remunerate the amounts to the acceptance point by providing with the merchant card data by the following means:

- + one-time manual transmission of the card data (e.g., when using the card data on the Internet, oral transmission via telephone or similar);
- + manual transmission for permanent storage of the card data at an acceptance point for the purpose of authorizing multiple transactions;
- + electronic transmission of the card data from the magnetic strip or chip of the card;
- + contactless electronic transmission of card data;
- + electronic transmission of the card data from a centralized electronic storage using the card data on the Internet.

## 7. Authentication methods of transactions

Depending on the type of transaction, a transaction may require your authentication as an authorised user of the Alpian Debit Card. The authentication method that must be used for a transaction may be determined by Alpian, the acceptance point or third parties. In the event that you have several alternate authentication methods for a transaction, you must select an appropriate authentication method.

In the case of card payments on site or cash withdrawal from a cash point (eg.: ATM – automated teller machine), you may be required to

provide an authentication by entering the PIN code, by signing the sales receipt or by simply using the card (e.g. 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 Alpian or agreed with Alpian.

In case of remote payments (via internet, by telephone or correspondence) you may be required to provide an authentication 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 onetime password or code may need to be entered, authentication may need to be granted via the Alpian App, or by any other means specified by Alpian or agreed with Alpian.

In case of payment for goods or services through channels other than the ones specified above (e.g., mobile payment solutions) you may be required to provide an authentication in accordance with separate terms of use or by any other means specified by Alpian or agreed with Alpian.

Authentication requests must be carefully verified by you prior to granting authentication. Authentications may only be granted if the request is directly related to a transaction authorized by you and contains the correct data (e.g., transaction amount, name of the acceptance point, etc.). You are not entitled to revoke a successful authentication.

## 8. Identification

Any person who identifies themselves by using any applicable authentication means pursuant to clause 7 of these Payment Card Terms and Conditions is considered authorized to execute transactions with the Alpian Debit Card.

This also applies if this person is not yourself as the sole authorised cardholder. Accordingly, Alpian is entitled to debit amounts that have been thus transacted and registered electronically from the relevant account. The risks arising from misuse of the Alpian Debit Card are therefore assumed solely by yourself.

## 9. Alpian's right to debit

The Bank is entitled to debit all amounts resulting from the use of the Alpian Debit Card from the corresponding account. The Bank's right to debit also remains in full force in the case of a dispute between you and third parties (e.g., merchants).

In case of dispute pertaining to a transaction with a merchant and any resulting claims must be settled directly by you with the respective merchant.

## 10. Non-acceptance of the card

Alpian accepts no liability in cases where an acceptance point rejects the Alpian Debit Card for any reason whatsoever, or when payment with the card cannot be performed for technical or other reasons (e.g., choice of function). The same shall also apply in cases where the card cannot be used at an ATM, or if the card is damaged or rendered unusable by an ATM.

## 11. Payment in foreign currencies

The applicable foreign exchange rate is determined on the basis of the rate applicable on the transaction date.

Except for amounts in EUR, GBP and USD, any amount in other foreign currencies shall be converted into CHF according to the applicable Visa exchange rate which are published on Visa website. Additional information can be provided to you upon request.

Your card is a Visa card; where we refer to a Visa foreign exchange rate, this is the rate set by Visa and may vary every day.

If the balance of funds of the relevant foreign currency in your multi-currency account is not sufficient to cover the authorized transaction in such currency, the payment will be executed via an internal transfer by debiting - partially or totally - another account of your multi-currency account as determined by Alpian in its discretion, in order to cover the authorized amount.

## 12. Responsibility and liability

You are liable for all liabilities arising from the use of your Alpian Debit Card.

Any disputes in relation to discrepancies and complaints about goods or services and any resulting claims must be settled directly by you with the respective merchant. When returning goods, a credit confirmation must be initiated by the merchant; when cancelling a transaction, a confirmation of cancellation must be requested.

As a matter of principle, you are liable for any risks resulting from any misuse of the Alpian Debit Card. In any case, you are liable for all transactions authorized using any applicable authentication means pursuant to clause 7 above.

Loss or damage incurred by you in connection with the possession or use of your Alpian Debit Card shall be borne solely by you. Alpian assumes no liability if a merchant refuses to accept the Alpian Debit 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 reached or has been adjusted. Moreover, Alpian assumes no liability if the Alpian Debit Card cannot be used on a machine or is damaged or rendered useless due to such use.

Until the effective blocking of your Alpian Debit Card, you shall remain liable for the consequences resulting from the loss or theft of your Alpian Debit Card, PIN or other authentication means.

## 13. Card limits

Alpian sets daily and monthly limits for every Alpian Debit Card and informs you of these limits by any means that it deems appropriate. The Alpian Debit Card may only be used if sufficient funds are available on your account.

Through the Alpian App, Alpian enables you to issue certain instructions in connection with your Alpian Debit Card, and activate or deactivate debit card functionalities (e.g., block, shop online). It is your responsibility to ensure that the payment limit does not exceed the card limit. In the event that a limit or restriction is breached you are solely liable.

Transactions may be rejected by Alpian if your account's balance is insufficient or if any card limit is exceeded.

#### 14. Payment data processing

As instructing party, you acknowledge that some of your information (such as your surname, first name, address, nationality, date of birth, and the further data included in the payment instructions) will be provided when processing domestic and cross-border payments or cash withdrawals in connection with your account (e.g. debit advices) to the banks involved (such as the beneficiary's correspondent banks and other financial institutions involved), the operators of payment systems both domestically and abroad (e.g. SIC - Swiss Interbank Clearing), SWIFT (Society for Worldwide Interbank Financial Telecommunication), and the beneficiaries domestically and abroad.

You accept that merchants in Switzerland or abroad will forward transaction data via the global Visa networks to Alpian or the third parties that are responsible for the processing of the transactions.

Alpian draws your 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, Alpian 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 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 to Alpian or to third parties in Switzerland and abroad that are responsible for the processing.

Alpian as well as third parties in Switzerland and abroad engaged by Alpian 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 analysing fraud patterns. Alpian may furthermore send security notifications (e.g., fraud alerts) to the mobile number provided by you, 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. Illegal transactions and internet gambling

You must not use your Alpian Debit Card for any illegal purpose or gambling activities, neither to fund any account that is set up to facilitate gambling transactions. We may deny transactions or authorizations from merchants who are apparently engaged in or identified as engaged in the internet gambling business.

#### 16. Costs and fees

The Bank may charge costs and fees to you for the issuance, replacement and use of the Alpian Debit Card as well as for the processing of transactions. These fees shall be described in our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure] or shall be disclosed to you by any other appropriate means. These costs and fees will be charged to the account in relation to which the Alpian Debit Card is issued.

#### 17. Blocking

You and Alpian may at any time and without giving reasons arrange for the Alpian Debit Card to be blocked.

It is your responsibility to block immediately the Alpian Debit Card in case of loss, theft or misuse of the Alpian Debit Card and/or the PIN or other means of authentication. The blocking of the Alpian Debit Card can be requested via the Alpian App or any other means made available by Alpian.

We are entitled to block the Alpian Debit Card at any time without prior notification and without providing reasons.



In particular, we will block the Alpian Debit Card if you explicitly request the blocking, if you report that your Alpian Debit Card is lost or stolen and/or if there is a risk or problem involving the PIN or other authentication means, or in case of termination of the business relationship between us and you.

We may also block your Alpian Debit Card and instruct the network of cash dispensers and payment terminals in Switzerland or abroad and merchants to refuse your Alpian Debit Card, if incorrect PINs or other authentication means have been entered in succession, if we are aware that you have forgotten your Alpian Debit Card in the terminal, if you fail to honour your obligations towards us, if there is a risk of improper or fraudulent use of the card, or for any other reasons as determined by Alpian.

In case of replacement of a defectuous Alpian Debit Card, Alpian may request you to return the physical Alpian Debit Card.

The account in relation to which your Alpian Debit Card was issued can be charged for any costs associated with the blocking or the replacement of the Alpian Debit Card.

## 18. CARD Termination

Either party may terminate this Agreement at any time.

The Bank shall remain entitled, despite termination of the Alpian Debit Card, to debit from the relevant account all sums due to the authorization of transactions prior to the effective termination.

In case of termination of your account linked to your Alpian Debit Card, this agreement will be terminated as well and your Alpian Debit Card will cease to be valid.

The recurring payment will be declined without notice from the effective termination date.

## 19. Amendments and other provisions

We reserve the right to amend these Payment Card Terms and Conditions at any time.

The amendments shall be notified to you and communicated electronically through the Alpian App or by any other means that we deem appropriate.

Any amendments shall be deemed to be accepted by you if no written objection has been received by us within 30 days of the date on which we notified you of these amendments.

In the event of objection, you shall be free to terminate the business relationship with immediate effect subject to special agreements.

Alpian is authorized to assign all claims against you as cardholder to third parties at any time.



# Information pursuant to the financial services act

## 1. Financial services act

The Financial Services Act (**FinSA**) entered into force on 1 January 2020. One of the main objectives of the FinSA is to strengthen customer protection by setting forth the requirements governing the faithful, diligent and transparent provision of financial services.

The purpose of this information sheet is to provide you as client (**you**) with some general information about Alpian SA (**Alpian** or **ourselves** or **we** or **us**) and the services that we propose. Our client advisors will be pleased to answer any questions or requests that you may have in connection with this information sheet.

## 2. Information on alpian and its supervisory authority

We are licensed as a bank in Switzerland and supervised by the Swiss Financial Market Supervisory Authority (**FINMA**). We can thus offer to our clients a large range of banking and wealth management services, including payment services, discretionary and advisory mandates as well as the purchase, sale and safekeeping of financial instruments. Our contact details as well as those of FINMA are set out below:

<b>Alpian SA</b>	<b>FINMA</b>
Chemin des Crêts, 17	Laupenstrasse 27
1209 Genève	3003 Bern
Switzerland	Switzerland
E-mail: <a href="mailto:ask@alpian.com">ask@alpian.com</a>	Tel: +41 31 327 91 00
Website: ww.alpian.com	Website: www.finma.ch

## 3. Client classification

Pursuant to the FinSA, financial service providers shall assign their clients to one of the following segments: (i) retail clients, (ii) professional clients and (iii) institutional clients.

We classify by default all our clients as retail clients. According to the FinSA provisions, a retail client is deemed to be a high-net-worth retail client if he would meet one of the following criteria:

- on the basis of your training, education and professional experience or comparable experience in the financial sector, you have the knowledge required to understand the risks associated with the investments and you hold a minimum of CHF 500,000 (or equivalent) in assets; or
- you hold a minimum of CHF 2 million (or equivalent) in assets.

Direct investments in real estate and claims from social insurance schemes as well as occupational pension assets do not qualify as eligible assets.

The retail client classification offers the highest level of protection, whereas the professional client classification provides for a lower level of protection. The professional client classification may however give access to a broader investment universe. The main differences can be summarized as follows:

	<b>Retail clients</b>	<b>Professional clients</b>
We perform a suitability assessment when providing you with portfolio management or advisory services.	Yes	Yes
We shall comply with best execution principles when handling your investment orders	Yes	Yes
If we make an investment recommendation, we are obliged to provide you with a key information document (KID) insofar as such document must be produced for the financial instrument recommended.	Yes	No
When performing our suitability assessment, we can assume that you have the required level of knowledge and experience and can financially bear the investment risks associated with the financial service	No	Yes
We shall document in an appropriate manner the financial services offered to you, including your needs and the grounds for each recommendation leading to the acquisition or disposal of a financial instrument.	Yes	No
You are automatically considered as a qualified investor in accordance with the Collective Investment Schemes Act ( <b>CISA</b> ) and you have access to funds that are only accessible to qualified investors in accordance with CISA.	No <sup>1</sup>	Yes
You can invest in structured products that do not meet the minimum requirements set forth in FinSA.	No	Yes

The above is a non-exhaustive list of the differences between the two classifications. Please feel free to contact a client advisor for any further information.

Alpian has adopted the approach of treating all of its clients as retail clients and does not offer a FinSA opt out option at this stage.

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<sup>1</sup> You will however automatically be considered as qualified investor if you enter into an advisory mandate or portfolio management mandate with us in connection with the investments to be made as part of such mandates, unless you declare to us that you do not want to be treated as a qualified investor. Please see Section 9 below.

#### 4. Risks associated with trading financial instruments

Any transaction involving financial instruments offers opportunities but also involves risks. It is important that you are aware of such risks and understand them prior to the provision of financial services.

The Swiss Bankers Association ("**SBA**") published a brochure on "Risks Involved in Trading Financial Instruments". You can find and download this brochure on

[SBA Risks Involved in Trading Financial Instruments 2019 EN.pdf \(swissbanking.ch\)](#).

This brochure contains general information on typical financial services for investment solutions and the risks attached to the trading, buying, selling and custody of financial instruments. It also describes the characteristics and risks of the different types of financial instruments and contains further information on specific financial instruments.

#### 5. Product information

We make available to you via our Alpian App product information sheets (e.g., KID) for many financial instruments, if they are provided by the manufacturer.

#### 6. Information on the financial services offered by alpian

The information below provides you with an overview of our current financial services. Our client advisors will be pleased to provide you with any additional information that you may need. Further information is contained in the mandate agreements pertaining to our financial services.

Our discretionary, advisory and execution-only services are accessible upon signature by you of the relevant mandates.

Please refer to our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure] to obtain information on the commercial conditions applicable to our financial services or discuss directly with one of our client

advisors. Our Services and Fees Brochure can be found and downloaded on our website [www.alpian.com](http://www.alpian.com).

##### 6.1 Discretionary mandate – "Managed by Alpian"

We offer portfolio management services to our clients who would like to invest a minimum amount as defined in our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure]. Portfolio management refers to the discretionary management by Alpian of the assets held in your discretionary account.

If you grant us a portfolio management mandate, we will take investment decisions at our own discretion in accordance with your investment profile and the investment strategy established in collaboration with you and as agreed with you.

##### 6.2 Advisory mandate – "Guided by Alpian"

We offer to our clients who would like to invest a minimum amount as defined in our Services and Fees Brochure the possibility to receive investment advice and to access our Investment Universe where you will find investment products selected by our investment team.

In the context of an advisory mandate, we provide you with investment recommendations at your request or at our own initiative, on the investment products comprised in our Investment Universe. You remain however free to decide on your investment transactions and to follow or not our recommendations.

Our advice is portfolio-based, which means that we verify the suitability of the specific investment product proposed to you by taking into account all the assets that are held in your advisory account.

We only provide investment advice in connection with the financial instruments that are comprised in our Investment Universe.

##### 6.3 Execution-only

If you have signed a discretionary mandate or advisory mandate, we may offer you the possibility, as an additional service, to invest by yourself on an execution-only basis in certain investment products. Access to this service is conditioned

upon the signature of an execution-only mandate with us and may only be offered to our clients who are using our discretionary portfolio management services or investment advisory services.

You will be able to submit buy and sell orders in connection with a universe of stocks and exchange-traded funds listed on various stock exchanges.

Alpian reserves the right to introduce the execution-only service not concomitantly with the advisory and discretionary services but at a later stage.

## 7. Suitability Assessment

In case you would like to benefit from our discretionary portfolio management services or our investment advisory services, we will establish your risk profile and your investment strategy in collaboration with you.

Your personal and financial situation, your investment knowledge and experience, your investment objectives and risk tolerance, and, subject to investment constraints and product availability, your investment preferences, form the starting point of our portfolio management and advisory services. In collaboration with you, we establish your investment profile, and we define the investment strategy that is the most suitable to you. On the basis of our proprietary algorithm, we will propose to you an investment strategy that will be tailored to your needs and that will be specifically created for you.

In order to establish your investment profile and investment strategy, we will rely on the information that you communicated to us. In case the information that you have communicated becomes outdated, inaccurate or false to such extent that it requires a revision of your investment profile or investment strategy, you can amend at any time in your Alpian App the information that you have communicated in order to generate a new risk profile and a new investment strategy.

We do not perform any suitability nor appropriateness assessment in connection with our execution-only service. In case you are using our execution-only service, you are solely

responsible to ascertain that any investment that you make is appropriate and suitable for you.

## 8. Investment universe

When we select financial instruments for our discretionary portfolio management services or advisory services, we do so on the basis of products offered by a large range of third-party service providers.

Alpian does not currently issue its own investment products nor is acting as an investment manager in connection with funds or other financial products. We instead perform a thorough and independent due diligence on the products offered by third-party providers and select those financial instruments that we believe are the most appropriate to implement the investment strategy defined with you.

REYL & Cie SA (**REYL & Cie**), a Swiss private bank, and Fideuram – Intesa Sanpaolo Private Banking S.p.A. (**Fideuram**) are two of our shareholders. When selecting investment products as part of our discretionary portfolio management and advisory activities, we take into account financial instruments offered by third parties that are not affiliated to us as well as financial instruments issued, managed or represented by REYL & Cie or Fideuram or any another company belonging to the Intesa Sanpaolo Group.

As part of our discretionary portfolio management services, we generally implement your investment strategy by investing into actively or passively managed exchange-traded funds, mutual funds or other types of funds instead of investing into individual stock or bonds. This enables us to achieve a greater diversification of your portfolio.

## 9. Qualified investor status

If you are using our discretionary or advisory services, you will be considered, in connection with the assets held in your relevant discretionary or advisory account, as a qualified investor pursuant to Art. 10 para 3<sup>ter</sup> of the Collective Investment Schemes Act (**CISA**), unless you declare to us that you would like to be treated as a non-qualified investor. In order to make this declaration, you

must sign the form available in [My Profile > Financial > CISA].

The status of qualified investor gives you access to a broader investment universe than the status of non-qualified investor. Indeed, non-qualified investors may only invest in funds that have been approved by the Swiss Financial Market Supervisory Authority (**FINMA**). Consequently, the level of protection offered by Swiss law to qualified investors is lower than for non-qualified investors.

If you have signed an opting-in form to be considered as a non-qualified investor, you have the possibility at any time to reverse such declaration to be considered again as a qualified investor. For doing so, you must revoke the opting-in form in [My Profile > Financial > CISA].

## 10. Conflicts of interest

### 10.1 No retrocessions or other forms of compensation from third parties

As a matter of principle, we do not accept compensation from third parties in relation to the services that we provide. If compensation cannot be avoided, we will pass it to you in full. If compensation is of such a nature that it cannot be passed on to you, we will inform you of the compensation received.

### 10.2 Collaboration with external advisors

We may develop a collaboration with various external advisors, including REYL & Cie, Fideuram and other entities of the Intesa Sanpaolo Group, for certain activities conducted in connection with our wealth management activities, such as market research. We may invest in, or recommend, investment products that are issued, managed or represented by our external advisors.

However, we remain exclusively responsible for all investment decisions made as part of our discretionary portfolio management services as well as for all our investment recommendations. Our external advisors do not interfere in the choices that we make independently.

We have taken appropriate measures to avoid conflicts of interest. Such measures include in particular the conduct of a thorough due diligence for the selection of each investment product to

ensure that it has at least the same quality as other similar products on the market according to appropriate criteria defined in our policies (e.g., costs, liquidity, risk profile, past performance, management experience, etc.).

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

## 11. Cost information

Information about the costs and fees associated with our financial services can be found in our Services and Fees Brochure [My Profile > Account conditions > Services and Fees Brochure].

## 12. Best execution

We uphold the principles of good faith and equal treatment when handling your buy or sell orders in connection with any investment product. We aim to achieve the best possible outcome in the execution of your orders in accordance with the relevant principles of the FinSA.

### 12.1 Best possible results

Subject to any specific instruction, when receiving and transferring and executing your orders on your behalf, Alpian will take all sufficient steps to ensure the best possible result by taking into account in particular the factors listed below.

### 12.2 Best Execution Factors

As part of our approach relating to the execution of your orders, many relevant factors may be taken into account such as: (i) price of the financial instrument, (ii) costs related to the execution of your order, (iii) likelihood of execution and settlement, (iv) speed of executing your order, (v) size of your order and (vi) nature of your order and any other factor relevant to the execution of the order.

Among all the above-listed factors, we assume that you primarily wish to achieve the most favorable results in terms of price and costs and give these factors a higher relative importance compared to the other execution factors. There may however be

circumstances where the priority of factors may change, for example in case of a lack of liquidity in the market the likelihood of execution and settlement and speed may become more important or in case of specific instructions from you.

### 12.3 Bespoke financial instruments

In case where you provide us with specific bespoke instructions for executing an order, we will execute the order in accordance with your express instructions and we will not be required to follow our best execution principles in relation to your specific instruction.

### 12.4 Governance

We have implemented an internal governance framework through our Best Execution Policy which defines our best execution principles. The application of these principles in our trading activities will be reviewed by us on a regular basis. Our Best Execution Policy includes monitoring and review rules as well.

### 12.5 Proof of best execution

You may request evidence from us that the execution of your orders has been performed in accordance with the criteria specified in section 12.2.

## 13. Complaints handling

Our client advisors are at your disposal for any questions or complaints on your part, or if we do

not meet your expectations, in order to find the best possible solution together.

If you and us are unable to find an amicable solution, you can contact the Swiss Banking Ombudsman, which is the ombudsman's office to which Alpian is affiliated. The Swiss Banking Ombudsman is independent and neutral and treats inquiries in a confidential manner. The mediation process is free of charge.

Please note that the Swiss Banking Ombudsman normally will only intervene if you prove that you have previously informed us of your point of view and you have attempted to reach an agreement with us.

Contact details of the Swiss Banking Ombudsman are set out below:

### Swiss Banking Ombudsman

Bahnhofplatz 9  
P.O. Box  
8021 Zurich  
Website: <https://bankingombudsman.ch>



# Privacy notice

We, Alpian SA (**Alpian** or **we** or **us**) care about the protection and confidentiality of your personal data and are committed to comply with data protection laws and regulations.

The following information provides an overview of how we process your personal data and your rights under data protection laws and regulations.

## 1. Who is responsible for your personal data and whom can you contact?

We are the entity responsible for the processing of your personal data. For any question that you may have in connection with the processing of your personal data, you may contact our Data Protection Officer at the following address:

### ALPIAN SA

Data Protection Officer  
 Chemin des Crêts, 17  
 1209 Genève  
 Switzerland  
 e-mail : [dpo@alpian.com](mailto:dpo@alpian.com)

## 2. What types of personal data do we collect and what sources do we use?

The personal data we process may include

- (i) personal identification details (e.g., name, place of birth, date of birth, citizenship, address, telephone numbers, email addresses, family details, other KYC (Know your customer) information, any additional information collected during our exchanges with you),
- (ii) identification data (e.g., copy of passport or identity card, social security number, tax identification number),
- (iii) identifiers we assign to you, such as your client, business relation, contract, partner or account number, including identifiers for accounting purposes
- (iv) tax information (e.g., tax domicile and other tax-related documents and information) (d)

- professional information about you (e.g., job title, job experience),
- (v) financial information (e.g., financial history information, transaction data, bank details),
- (vi) your risk profile and investment preferences based on - among other things- your investment knowledge and experience,
- (vii) records of communications between you and us,
- (viii) details of interactions with you and the products and services you use,
- (ix) when you access our websites or our application, your activity in our products and services, data transmitted by your browser or device you are using and automatically recorded by our server, including date and time of the access, name of the accessed file as well as the transmitted data volume and the performance of the access, your device, your web browser, browser language and requesting domain, and IP address (additional data will only be recorded via our website if their disclosure is made voluntarily, e.g., in the course of a registration or request), and
- (x) cookie information (e.g., cookies and similar technologies on websites).

We collect and receive personal data either:

- (i) directly from you (e.g., when you are providing us information via our mobile banking application), or
- (ii) indirectly from third parties who legitimately transferred us your data or publicly available sources (e.g., commercial register, sanctions list, press, media, internet).

## 3. For what purposes and on what legal bases do we process your personal data?

We process personal data in accordance with the Swiss Federal Act on Data Protection (**FADP**). Your personal data may also be protected by banking secrecy or other contractual or

professional confidentiality obligations applicable to us.

We process personal data for the following purposes (the **Purposes**):

- (a) for the fulfillment of contractual obligations  
We collect and process personal data as necessary for the performance of a contract to which you or a related person is a party, or to carry out pre-contractual measures that occur as part of a request, which includes in particular the following processing operations: (i) opening and management of an account and business relationship with us, (ii) the execution of transactions, (iii) the provision of investment services, and (iv) the conduct of asset and portfolio management activities.
- (b) for compliance with a legal obligation or in the public interest  
As a bank, we are subject to various legal obligations which require us to process and collect personal data, including in relation to accounting requirements, the provision of information about products and services, the prevention of money laundering activities, bribery, corruption, tax frauds as well as other frauds and crimes, the recording of phone or videocalls, the satisfaction of any requirements of cooperation with, or reporting to, any competent public prosecution, supervisory, administrative or tax authority or court, as well as the assessment and management of risks.
- (c) for the purposes of safeguarding legitimate interests  
When necessary, we process your personal data for the purpose of the legitimate interests pursued by us or a third party, if such processing does not unduly affect your interest or fundamental rights and freedoms. Examples include (a) the development of our business relationship with you (b) measures for the security of our properties and systems (c) the recording of phone conversations and videocalls to verify instructions, improve the quality of our services or to safeguard our rights (d) the exercise or defense of actual or potential

legal claims, or the conduct of investigations or similar proceedings and (e) the review and improvement of our internal processes and organization, including for the purpose of risk management.

- (d) on the basis of your consent  
To the extent that the processing of your personal data requires that you give your prior consent thereto, we will ask for your consent in due time. Any consent granted may be revoked at any time. Please be advised that the revocation of your consent shall only have effect for the future. Any processing that was carried out prior to the revocation shall not be affected thereby.

The provision of personal data may be mandatory, for instance in connection with compliance with applicable laws and regulations. If the required data are not provided, this may preclude us from establishing or pursuing a business relationship or from rendering services to you.

The processing of personal data as referred to above can include all details related to you as a client, the existence of a relationship between you and Alpian, and details on any beneficial owners, controlling persons, beneficiaries, authorized agents and representatives, and other individuals involved in the banking relationship.

#### 4. Who has access to your personal data and with whom are they shared?

Within our bank, each unit that requires your personal data to achieve the Purposes will have access to it. If necessary or useful to perform our services and achieve the Purposes, we may disclose or transfer your personal data to (i) public or governmental authorities, administrations or courts (e.g. financial market supervisory authorities, tax authorities, anti-money laundering authorities) or financial institutions (e.g. third party central depositories, brokers, exchanges, registers, third party banks, etc.) or (ii) third party service providers that process personal data on our behalf and/or to which we outsource certain tasks (outsourcing).

Other data recipients may be the entities for which you have given us permission to share data with or for which you have released us from bank client

confidentiality in accordance with our general terms and conditions or any other declaration of consent.

## 5. Are your data transferred outside of Switzerland?

Your personal data may be transferred to countries outside Switzerland (i) if this is required for the execution of your orders or the fulfillment of our contractual obligations (e.g. payment and securities transactions), (ii) in line with our General Terms and Conditions to enable the outsourcing of certain tasks to third party service providers, (iii) if prescribed by law (e.g. reporting obligations under tax law), (iv) if necessary to safeguard an overriding public interest, or (v) if you have given us your consent.

A transfer of your personal data outside of Switzerland may include the transfer to jurisdictions that: (i) ensure an adequate level of data protection according to the Swiss Federal Data Protection and Information Commissioner (**FDPIC**) or the European Commission or (ii) do not benefit from adequacy decisions from the FDPIC or the European Commission and do not offer an adequate level of data protection. In the latter case, we will ensure that appropriate safeguards are provided, e.g. by using standard contractual clauses established by the European Commission.

Access to your personal data will be safeguarded by appropriate technical and organizational measures.

## 6. How long will your data be stored?

As a matter of principle, we process and store your personal data as long as it is necessary in order to fulfil contractual as well as national and international legal obligations, to pursue business interests, or for the purposes for which processing is used. We will delete or anonymize your personal data regularly once they are no longer necessary in order to achieve the Purposes, unless a further processing of your personal data is necessary for the following purposes:

- (i) compliance with longer records retention periods under applicable law or regulations and

- (ii) preservation of all forms of relevant information to exercise or defend actual or potential legal claims or to conduct investigations or similar proceedings.

## 7. Do we rely upon profiling or automated decision making?

In some cases, we process your personal data automatically with the aim of evaluating certain personal aspects (profiling), in particular to provide you with targeted information and advice on our products or services or those of our business partners. We may also use technologies that allow us to identify the level of risks linked to a data subject or to the activity on an account.

Furthermore, as a rule, we do not make decisions based solely on automated processing in order to perform our services. Should we do so, we shall comply with applicable legal and regulatory requirements.

## 8. What are your rights in connection with data protection?

Subject to applicable local data protection legislation, you have the right:

- (a) to request access to, and receive a copy of the personal data we hold;
- (b) to ask us to rectify or erase inaccurate personal data we collect and process;
- (c) where we process your personal data on the basis of your consent, to withdraw that consent at any time;
- (d) to ask us to stop processing your personal data, or to request deletion of your personal data, in which case we will no longer process the personal data unless the processing is (i) required by law, (ii) necessary for the performance of the contract, (iii) necessary for performance of a task carried out in the public interest or (iv) necessary for the purposes of the legitimate interests we pursue, including the establishment, exercise or defense of legal claims.

- (e) to obtain a copy of, or access to, the appropriate or suitable safeguards which we may have implemented for transferring the personal data outside the European Union or Switzerland.

Furthermore, you have the right to complain to our Data Protection Officer and, if applicable, to lodge a complaint with a competent data privacy regulatory authority.

You can exercise the rights set out above by contacting our Data Protection Officer using the details in section 1 of this Policy.

## 9. Protection of Minors

People under 18 years of age should not transmit any personal data to Alpian without the consent of their parents or legal guardians. Alpian does not request personal data from children or young people. Such data are not knowingly collected and /or passed on to third parties.

## 10. Amendment to this privacy notice

Due to the further development of our website, application and offers or due to changed legal or regulatory requirements, we may need to change our Privacy Notice. We may therefore at any time and without prior notice modify this Privacy Notice. The currently valid version of our Privacy Notice is accessible at any time on our website as well as in our mobile banking application.

## 11. Further information and contact

Alpian is responsible for processing your personal data as described in this Privacy Notice.

If you have any questions about the processing of your personal data, you can contact Alpian at the following address:

**ALPIAN SA**  
Chemin des Crêts, 17  
1209 Genève  
Switzerland  
Email: [dpo@alpian.com](mailto:dpo@alpian.com)

# Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities (february 2016)

## What should you expect when making international payment transactions and payments in foreign currencies?

During the processing of cross-border payments, or domestic payments in foreign currencies (incoming and outgoing), extensive information concerning the ordering customer, the recipient and the Payment Instruction may have to be disclosed to the banks and system operators involved, both in Switzerland and abroad. The main purposes are to combat tax evasion, money laundering and terrorist financing, to enforce sanctions, to comply with local requirements in general and/or to allow the transactions to be carried out. The information concerning the ordering customer / recipient includes, for example, full name, date of birth, nationality, domicile, origin of the assets, IBAN and/or account number, duration of the banking relationship, relationship between the ordering customer and recipient, and any agency relationships; and, in the case of companies, for example the business activity, purpose, ownership structure, beneficial owners, organisational structure and number of employees. As regards the Payment Instruction, it may include information such as the reason for and context of the payment, any suspicious compliance-related factors, as well as details of other similar payments. The banks and system operators referred to are primarily the ordering customer's and recipient's banks, correspondent banks and operators of payment systems (e.g. in Switzerland SIX Interbank Clearing AG) or SWIFT. It is also

possible that those involved in the transaction may transfer the data, for example to regulators, authorities or other third parties in Switzerland or abroad. Additionally, the recipient of the Payment Instruction, whether in Switzerland or abroad, may receive information about the ordering customer, or vice versa.

## What should you expect when making investments in foreign securities?

During the processing of transactions involving foreign securities, or domestic securities linked to foreign currencies (e.g., Swiss investment funds with currency classes), and when such securities are held in custody, extensive information may have to be disclosed to the banks, system operators and other third parties involved, both in Switzerland and abroad. The main purposes are to combat tax evasion, money laundering and terrorist financing, to enforce sanctions, to comply with local requirements in general and/or to allow the transactions to be carried out. The information includes, for example, full name, date of birth, nationality and domicile of the investor, beneficial owner, ordering customer or recipient in the case of securities transactions, origin of the assets, duration of the banking relationship, relationship between the investor, ordering customer and recipient, relationship between the investor and the issuer, any agency relationships; and, in the case of companies, for example the business activity,

purpose, ownership structure, beneficial owners, organisational structure and number of employees. The banks and other financial market infrastructures referred to are primarily securities trading platforms, clearing houses and custodians. It is also possible that the parties involved in processing the transactions and custody of the securities may transfer the data, for example to regulators or authorities in Switzerland or abroad or to other third parties. Additionally, the recipient in a securities transaction, whether in Switzerland or abroad, may for example receive information about the ordering customer.

### **Why is this information disclosed?**

In particular, banks and system operators in Switzerland and abroad that are involved in payment transactions and the processing of transactions involving foreign securities, and that act as custodians for such securities, increasingly

require extensive information about the parties involved as well as further background information about the transactions. This information is disclosed in order to answer specific enquiries from such entities, so that they can satisfy the requirements applicable to them. It also helps to ensure that the services concerned are provided in a correct way.

### **Is information about you and your transactions protected abroad?**

Once information about you and your transactions leaves Switzerland it is no longer protected by Swiss law (e.g., Swiss bank-client confidentiality or the Federal Act on Data Protection) but is subject to the law of the country concerned. Foreign laws and official orders may, for example, require the information to be forwarded to authorities, supervisory bodies or other third parties.



# Information regarding the automatic exchange of information in tax matters (AEOI)

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 (**AEOI Act**).

## 1. How does AEOI work?

Alpian SA (**Alpian**) is a reporting Swiss financial institution in accordance with the AEOI Act, which is the legal basis for implementing the Automatic Exchange of Information in Tax Matters (**AEOI**) standard in Switzerland.

AEOI requires Alpian to identify reportable accounts and report them to the Swiss Federal Tax Administration (**SFTA**). Reportable accounts are accounts held by individuals as well as accounts held by entities. If an account is held in a fiduciary capacity by an individual 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 AEOI. 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 [Wegleitungen betreffend AIA | ESTV \(admin.ch\)](#)

Only accounts where the account holder or controlling person is a reportable person are reportable accounts. A reportable person is an individual or an entity resident for tax purposes in a country with which Switzerland has agreed an AEOI (i.e., reportable jurisdictions). Alpian is required to report information on reportable accounts held by reportable persons annually to the SFTA. After receiving this information, the SFTA 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 [Automatic exchange of information on financial accounts \(admin.ch\)](#)

## 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, tax identification number (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 Alpian.

## 2. 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.

### 3. What are your rights?

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

#### Vis-a-vis Alpian:

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

#### Vis-a-vis the SFTA :

- Vis-a-vis the SFTA you have the right to access information. You are entitled to request that incorrect data resulting from errors in the exchange process shall 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 Swiss Federal Act on Administrative Procedure.

- You do not have the right to access SFTA records. This means that you do not have the right to block the disclosure of personal details vis-a-vis the SFTA. 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.

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

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

### 5. What do you need to know?

Please remember that AEOI reporting through Alpian 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. Alpian does not provide legal or tax advice.

To find out more about AEOI, please visit [AEOI Qualification Committee | FTA \(admin.ch\)](#).



# esisuisse factsheet

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

## Deutsch

Sind meine Einlagen durch die Einlagensicherung *esisuisse* geschützt? Ja, die Alpian AG ist, wie jede Bank und jedes Wertpapierhaus in der Schweiz, verpflichtet, die Selbstregulierung «Vereinbarung zwischen esisuisse und ihren Mitgliedern» zu unterzeichnen. Die Einlagen der Kunden sind also bis zum Höchstbetrag von CHF 100'000 pro Kunde gesichert. Als Einlagen gelten auch Kassenobligationen, die im Namen des Einlegers bei der ausgebenden Bank hinterlegt sind. Die Einlagensicherung in der Schweiz wird durch esisuisse gewährleistet und unter <https://www.esisuisse.ch/de> wird das System der Einlagensicherung im Detail erklärt.

## Français

Mes dépôts sont-ils protégés par la garantie des dépôts *esisuisse* ? Oui, Alpian SA a l'obligation, comme toute banque et toute maison de titres en Suisse, de signer l'Autorégulation « Convention entre esisuisse et ses membres ». Les dépôts des clients sont donc assurés jusqu'à un plafond de CHF 100'000 par client. Sont également considérées comme dépôts les obligations de caisse déposées auprès de la banque émettrice au nom du déposant. C'est esisuisse, dont le fonctionnement est expliqué en détail à l'adresse <https://www.esisuisse.ch/fr>, qui assure la garantie des dépôts en Suisse.

## Italiano

I miei depositi sono protetti con la garanzia dei depositi *esisuisse*? Sì Alpian SA, come ogni banca e ogni società di intermediazione mobiliare in Svizzera è tenuta a sottoscrivere l'Autodisciplina «Convenzione tra esisuisse e i suoi membri». I depositi dei clienti sono quindi garantiti fino

all'importo massimo di CHF 100'000 per cliente. Come depositi valgono anche le obbligazioni di cassa depositate a nome del depositante presso la banca emittente. La garanzia dei depositi in Svizzera è assicurata da esisuisse e il sistema della garanzia dei depositi è spiegato nel dettaglio all'indirizzo <https://www.esisuisse.ch/it>.

## English

Are my deposits protected under the deposit insurance *esisuisse*? Yes, like any bank and any securities firm in Switzerland, Alpian Ltd is required to sign the Self-regulation «Agreement between esisuisse and its members». This means clients' deposits are protected up to a maximum of CHF 100,000 per client. Medium-term notes held in the name of the bearer at the issuing bank are also considered deposits. Depositor protection in Switzerland is provided by esisuisse, and the depositor protection system is explained in detail at <https://www.esisuisse.ch/en>

# Dormant assets factsheet

## Introduction

Circumstances may arise in which contact between a bank and a client is lost, and as a result the assets held by the bank become “dormant”.

Such assets may then ultimately be forgotten about by the client and their heirs. The amended Swiss Banking Act and the revised Banking Ordinance entered into force on 1 January 2015, as did the new guidelines of the Swiss Bankers Association (SBA) on the treatment of assets without contact and dormant assets held at Swiss banks.

The corresponding rules and regulations state that:

- all assets in cases where the bank is unable to establish any contact with the client will be deemed to be “without contact” for ten years;
- after this period, these assets will be deemed “dormant” for a further 50 years, and subsequently – 60 years after the last contact with the client – will be published on <https://www.dormantaccounts.ch>. This publication requirement applies to all assets where their total value exceeds CHF 500 or is unknown;
- if no contact is received from an entitled claimant within one year of this publication, the bank will transfer the assets to the federal government. For assets where the last contact with the client happened in 1954 or earlier, the assets remain published for 5 years;
- assets up to a maximum value of CHF 500 will be transferred after 60 years without such publication being made. The transfer of the assets renders all claims null and void.

To prevent contact from being lost or assets becoming dormant, the SBA has drawn up recommendations in conjunction with the banks. These are set out in this leaflet ([Dormant Accounts \(swissbanking.ch\)](#)). The SBA would also like to draw your attention to the measures that banks are to take in cases where contact is lost, or assets

become dormant. Should you require any further information, your bank will be happy to help you.

## Searching for assets without contact / dormant assets

If you are aware of assets without contact / dormant assets to which you are entitled, please contact the bank concerned directly. If you do not know the name of the bank, you can carry out a search via the Swiss Banking Ombudsman ([Home - Bankingombudsman](#)). Please note that to make such a search, you will have to provide documents to prove your entitlement.

## Recommendations for preventing loss of contact

### Change of name and address

Please inform your bank immediately if you change your place of residence, address or name, and your bank therefore needs to update these details accordingly.

### Special instructions

Please inform your bank if you are going away for an extended period of time and arrange e.g. for correspondence from your bank to be sent to another address or kept at the bank. You should also tell them how you can still be contacted in urgent cases.

### Designating an authorized agent

It is generally advisable to designate an authorized agent who can be contacted by your bank in the event of contact being lost.

### Informing trusted persons / your will

Another way of preventing contact from being lost and assets from becoming dormant is to inform a person you trust about your bank details. However, the bank can only give information to such a person if you have first authorized him or her in writing to act on your behalf (wherever possible using a form

supplied by the bank). You could also list your assets and the name of the bank(s) where they are deposited, e.g., in your will.

Individual advice

Your bank will be happy to help you and give you advice in line with your specific circumstances.

**Measures banks are to take in cases of contact being lost**

In the guidelines on the treatment of assets without contact and dormant assets held at Swiss banks, the SBA Board of Directors has set out the procedure's banks are to follow in the event of contact being lost:

Immediate measures

If a bank finds that its correspondence to a client is no longer deliverable, e.g., due to a change of address, and there is no longer any documented contact with this client (e.g., visit to the bank, login to e-banking), the bank should with appropriate diligence attempt to re-establish contact, and to ascertain the new address for example.

Further measures in the case of lost contact

Further measures are to be taken in accordance with the principle of proportionality and based on the amount of the assets in question. The bank may also appoint agents to investigate. Such agents are subject to the same confidentiality requirements as the bank's employees, thereby preserving bank-client confidentiality.

If the bank's inquiries following a loss of contact are unsuccessful, or if establishing contact with the client is not possible for other reasons, the assets are deemed to be "without contact". In this case, under the guidelines the banks are obliged to:

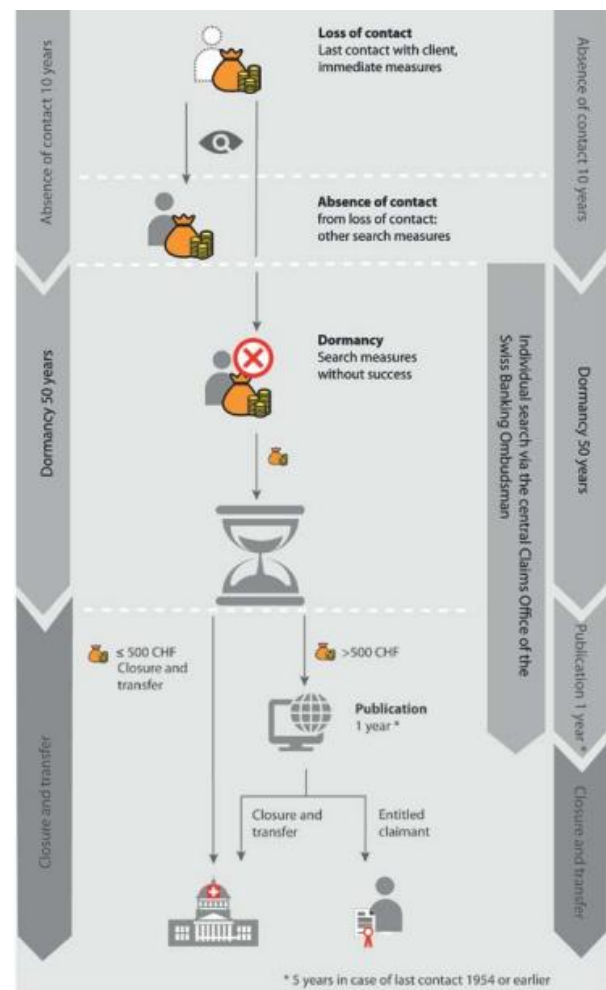
- record the assets of these clients centrally within the bank and to hold them as assets without contact for ten years,
- earmark the assets and report all safe-deposit boxes and all assets with a value of more than CHF 500 to a central database that can only be searched by the Swiss Banking Ombudsman in the interest of the entitled party. The persons working at this office, which is equipped with state-of-the-

art security measures, are subject to bank-client confidentiality,

- publish the information on the bank client on <https://www.dormantaccounts.ch> 50 years after the assets having become dormant (i.e., 60 years after the last contact), provided the total amount of that client's assets exceeds CHF 500,

- transfer the assets to the Federal Department of Finance, if no valid claim to the assets has been raised during the publication period. The transfer of the assets renders all claims null and void.

**Measures banks are to take in cases of contact being lost.**



**Continued rights in cases of lost contact**

The rights of the clients and their heirs remain intact even in the case of contact being lost and assets becoming dormant, until such time as the assets are delivered to the federal government.

Banks may only take action that diverges from the contractual agreement with the client if such action is in the client's best interest:

- Savings accounts must be continued unchanged, and interest accrued at the bank's current rates.
- Current accounts and similar balances must be invested to protect the client's interests, i.e., diligently and, as far as possible, profitably (e.g., in savings accounts, medium-term notes or a fund with a conservative risk profile).
- Securities accounts should be continued as usual; money from maturing securities and accumulated interest or dividends should be invested in similar or other suitable securities. The bank may also invest in other assets to avoid loss in value.
- In accordance with the bank's internal directives, safe-deposit boxes may be opened in cases where the rent is no longer covered, to complete the search measures, where applicable to ensure the preservation of the value of the contents, and with a view to liquidation. In this case, the contents are to be stored centrally.

Your bank will be happy to give you any further detailed information you need on the treatment of dormant assets.

### **Costs**

The bank's usual costs and fees continue to apply in cases where contact is lost, or assets become dormant. If these costs and fees exceed the assets in question, the client relationship may be closed.

Banks may also charge to the account in question costs they incur in making inquiries, costs for the special treatment and monitoring of assets without contact and dormant assets, as well as costs for the publication of the corresponding account. Costs for handling manifestly unfounded claims may be charged to the applicant. Basel, December 2015  
Swiss Bankers Association  
<http://www.swissbanking.org/en/dormant-assets.htm>

For any question related to the dormant assets, please contact our client advisors:

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