

Application to Open a Rental Deposit Savings Account

Rental Property (only for properties in Switzerland)			
Street	Number		
Postal code	City/town		
Description/reference (optional)			
Rental deposit amount (in CHF)		Date of lease	

The tenant is moving to the new rental property address, which will also be the tenant's new address for correspondence.

Tenant		Tenant 1	Tenant 2
		<input type="checkbox"/> Ms. <input type="checkbox"/> Mr. <input type="checkbox"/> Company	<input type="checkbox"/> Ms. <input type="checkbox"/> Mr. <input type="checkbox"/> Company
Last name			
First name			
Street	Number		
Postal code	City/town		
Date of birth			
Nationality			
Phone			
Language for correspondence:		<input type="checkbox"/> German <input type="checkbox"/> French	<input type="checkbox"/> Italian <input type="checkbox"/> English

Lessor		Lessor/owner	Represented by agent
Last name			
First name			
Street	Number		
Postal code	City/town		
Phone			

Rental Deposit Transfer	
<input type="checkbox"/> Please debit the rental deposit from the following Credit Suisse account:	
Credit Suisse account number (IBAN)	
Held by (account holder)	
Authorized signature(s)	

The amount will be transferred once the account has been opened (e.g. via Online Banking or at the bank counter).

Product code 05002	Client no. (CIF)	
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The tenant and lessor jointly request **Credit Suisse (Switzerland) Ltd.** (hereinafter *the Bank*) to open a **Rental deposit savings account** in accordance with the following provisions. **Should the rental property be subject to the generally binding “Contrat-cadre romand de baux à loyer”, the provisions of the latter shall take precedence:**

1. The Rental deposit savings account is held in the name of the tenant(s). With the exception of the withdrawal restrictions, the account will be subject to the Bank’s standard conditions for savings accounts. Interest income in excess of CHF 200 per annum is subject to withholding tax. A statement of account will be issued on December 31 each year giving details of interest paid and principal.
2. The lessor/agent has a right of lien on the amount deposited in the Rental deposit savings account **up to CHF _____** (hereinafter *the rental deposit*) with respect to claims arising from the rental agreement. The tenant(s) may freely dispose of the interest accruing. Unless otherwise agreed, copies of the accounting vouchers and account statements will automatically be sent to the lessor/agent.
3. In accordance with Art. 257e, para. 3 of the Swiss Code of Obligations and subject to section 4 below, the Bank will release the rental deposit only with the approval of both the tenant(s) and the lessor/agent or on the basis of a legally valid summons to pay or a legally valid court judgment. A decision of the arbitration authorities is deemed to be equivalent to a court judgment.
4. Unless the lessor/agent has legally asserted a claim arising from the rental agreement against the tenant(s) within one year after termination of the rental agreement and has substantiated this to the Bank by presenting appropriate documents (e.g. summons to pay, appeal to the arbitration authorities), the right of lien attaching to the credit balance deposited with the Bank lapses and the tenant(s) may freely dispose of such balance.
5. The tenant(s) must provide proof that the rental agreement has been terminated by presenting the notice of termination sent by the tenant(s) to the lessor/agent, together with proof of posting, or by presenting the notice of termination submitted to the tenant(s) by the lessor/agent on the official form; in each case the apartment handover checklist signed by the lessor/agent must also be presented to the Bank. If the rental agreement has been extended, the lessor/agent shall immediately communicate this to the Bank, enclosing the tenancy law ruling issued. Otherwise, the

Bank may assume that the rental agreement has not been extended.

6. If there are two or more joint tenants, each tenant can dispose of the deposited credit balance individually and independently of the other(s) and, in particular, can sign an order to release and transfer the balance.
7. The Bank must be informed of any change of lessor or agent by presentation of the appropriate documents. The Bank shall assume that the new lessor or agent has taken over the rental agreement and that the rental deposit is henceforth held in their favor.
8. The lessor/agent must notify the Bank without delay in the event of any change with respect to tenancy (change of tenant, departure of one or several tenants, inheritance). In such a case, the Bank is entitled to demand that a new Rental deposit savings account be opened in the name of the new tenant(s).
9. In addition, the Bank’s **General Conditions** shall apply.
10. This agreement is governed by Swiss law. The place of jurisdiction and the place of enforcement is **Zurich**. The Bank is also entitled to take legal action against the lessor/agent and the tenant(s) before any other competent court.

Checklist for issuing a “Certificat de Dépôt” for rental properties in the cantons of Geneva and Vaud:

- The information (e.g. tenant name/s) in the rental agreement is identical to the information on the account application.
- A copy of the rental agreement is attached to this account application.

_____ X _____ X
 Place, date Signature of Tenant 1 Signature of Tenant 2

_____ X _____
 Place, date Signature of Lessor/Agent

Client no. (CIF)

General Conditions

These General Conditions govern the relationship between Credit Suisse (Switzerland) Ltd. (hereinafter referred to as *Bank*) and its clients subject to any special agreement and the established rules of banking practice.

For the sake of clarity, the Bank uses only masculine pronouns in its forms. These are to be understood as including both genders.

Art. 1 Identity check

The Bank is obligated to carefully check the identity of its clients and their authorized agents with the standard of due care customary in the business. If this obligation is breached by the Bank, its employees or auxiliary persons, the Bank is liable for any resulting damage. Where no breach of duty has occurred, the client is liable for any damage resulting from the deficiencies in identification.

Art. 2 Legal incapacity

The client must inform the Bank promptly in writing as to any legal incapacity on the part of his authorized agents or other third parties acting on his behalf. If the client fails to do so, or if it is the client himself who is subject to legal incapacity, the client is liable for any damage resulting from the legal incapacity, provided that neither the Bank, its employees or auxiliary persons failed to exercise the standard of due care customary in the business.

Art. 3 Communication of changes

The client must inform the Bank promptly of any changes in the client's details (especially name, domicile, address, contact, correspondence details, nationality/nationalities) as well as changes in those of his authorized agents and representatives, beneficial owners, controlling owners, beneficiaries, and other persons involved in the banking relationship, as well as of any revocation of powers of attorney or signatory powers that he has granted.

Communications from the Bank are deemed to have been duly transmitted if sent to the last address supplied to the Bank by the client.

Art. 4 Errors in transmission and system failures

The Bank is obligated to exercise the standard of due care customary in the business in handling incoming and outgoing orders, instructions and notifications via mail, fax, telephone, telex, email and all other means of transmission and transport. In the event that this duty is breached by the Bank, its employees or auxiliary persons, the Bank will be liable for any resulting damage. Where no breach of duty has occurred, the client is liable for any damage resulting from the transmission of orders, instructions and notifications via mail, fax, telephone, telex, email and all other means of transmission and transport, such as from loss, delay, misunderstandings, mutilation, or the repetitions, or due to malfunctions, overloads, and interruptions in remote communication channels and systems, regardless of the cause.

Art. 5 Defective execution of instructions/ client's duty to notify

In the case of instructions that are urgent or that could lead to damage more extensive than the simple loss of interest, the client is obligated to notify the Bank of this situation and of possible damage consequences on a timely basis. If the client fails to do so, the Bank's liability in the event of the defective execution, late execution or non-execution of instructions (with the exception of instructions relating to stock exchange transactions) is limited to no more than an amount equal to the loss of interest. If the client issues various instructions for a total amount that exceeds the balance at the Bank available to him, the Bank will decide at its own discretion, irrespective of the instruction date or receipt of the instructions, which instructions are to be carried out in whole or in part.

Art. 6 Saturday an official holiday

In business transactions with the Bank, Saturday shall be treated as an official Bank holiday.

Art. 7 Complaints

Complaints by a client relating to the execution of instructions as well as to other communications must be lodged immediately upon receipt of the communication concerned and at the latest within the particular period specified by the Bank.

If documents or communications that the client expects fail to arrive (e.g. account statements or safekeeping account statements, stock exchange settlements), the client must inform the Bank without delay.

Any damage arising from delay in making a complaint is to be borne by the client.

Objections concerning account statements or safekeeping account statements must be submitted within one month of receipt. Upon expiry of this period the statement is deemed to have been approved.

Art. 8 Right of lien and set-off

The Bank has a right of lien, for all its existing or future claims from time to time, against all assets it holds in each case for the account of the client, whether held in the Bank's own custody or placed elsewhere, and has a right of set-off with respect to all receivables (including receivables from savings deposits and deposits), regardless of the maturity or currency. Immediately upon default by the client the Bank shall be entitled to dispose, either by forced sale or in the open market, of any assets over which it has a

right of lien. Notification as to the realization of the pledged assets will be provided in advance. Special agreements remain reserved.

Art. 9 Interest, commissions, fees, taxes and charges

The Bank reserves the right to alter its interest and commissions (including negative interest) or other debits at any time, e.g. in the event of changes in market conditions, and to advise the client of such change in writing or by other suitable means.

The Bank's fees are based on the prevailing rates. The Bank reserves the right to amend these at any time. The client will be informed of such amendments in advance in writing or by other appropriate means.

No deductions of any kind must be taken from interest, commissions, and fees due to the Bank. If a payment to the Bank is subject to a withholding tax, the amount owed by the client automatically increases by the amount to be deducted for the withholding tax.

Any taxes or charges that are levied at or by the Bank in connection with the business relationship between the client and the Bank or that the Bank must withhold on the basis of Swiss or foreign law, treaties or contractual agreements with foreign authorities (e.g. 30% withholding tax pursuant to the US Foreign Account Tax Compliance Act, FATCA), as well as the charges incurred at the Bank, are to be borne by the client and/or may be passed on to the client.

Art. 10 Accounts in foreign currencies

The Bank's assets corresponding to the client's credit balances in foreign currency are held in the same currency. The client bears proportionately to his share all the economic and legal consequences which, as a result of measures taken by the country in question, affect all the Bank's assets in the country of the currency or in the country where the funds are invested.

The obligations of the Bank arising from accounts in foreign currencies will be discharged exclusively at the place of business of the branches or offices at which the accounts in question are held solely through the establishment of a credit entry at a Bank branch, a correspondent bank or a bank nominated by the client in the country of the currency.

Art. 11 Drafts, checks, and other instruments

The Bank reserves the right to debit the client's account with unpaid drafts, checks, or other instruments, previously credited or discounted. This also applies if checks that have already been paid are later determined to be stolen or otherwise lost, forged, or incomplete. Pending the settlement of any outstanding debit balance, the Bank retains a claim to payment of the total amount of the draft, check

or similar instrument, plus related claims against any party liable under the instrument, whether such claims emanate from the instrument or exist for any other legal reason.

Art. 12 Termination of bank relationship

The Bank or the client may terminate the bank relationship at any time, either with immediate effect or with effect at a later date.

The Bank may in particular cancel credit facilities at any time and declare its balance payable immediately, subject to special agreements and product-specific conditions on termination.

Art. 13 Communication

The Bank is entitled to use post, telephone, and electronic channels (e.g. email, fax, text messaging, Online Banking, mobile applications, and other electronic channels) to send correspondence to the user addresses (e.g. email address or mobile phone number for mobile applications) used for the Bank or explicitly specified by the client or his authorized representatives.

Unencrypted emails and other unprotected electronic communication channels are not secured against access by unauthorized third parties and thus involve corresponding risks, e.g. insufficient confidentiality, manipulation of content or sender data, misrouting, delay, or viruses. The Bank will only be liable for losses resulting from the use of these communication channels if the standard of due care customary in the business has been breached by the Bank, its employees or auxiliary persons. For this reason, the Bank suggests that personally owned devices be protected against electronic attacks and unauthorized use, and suggests that sensitive and time-sensitive information, instructions, and information related to bookings not be sent to the Bank via unencrypted emails or unprotected electronic communication channels; rather, it suggests using the channels designated by the Bank for these purposes (e.g. Online Banking, Mobile Banking application, telephone).

Art. 14 Liquidation or deposit of assets with releasing effect

In the event that notice of termination is given or if the Bank is no longer permitted to manage deposited assets and funds due to legal, regulatory, or product-specific reasons or for any other reason, the client must notify the Bank upon its request with instruction as to where these assets and funds are to be transferred.

If the client fails to inform the Bank of this instruction, including after a grace period set by the Bank, the Bank may deliver the assets and funds in physical form or liquidate them and send the proceeds and any remaining balances to the client's last known delivery address in the form of a check made out in a currency determined by the Bank, with the effect of releasing the Bank from liability. Alterna-

tively, the Bank may also deposit the assets, funds and/or proceeds from the liquidation with a custodian of its own choosing at the client's expense and releasing it from any judicial or extrajudicial actions.

Art. 15 Outsourcing of operations/ group companies

The Bank reserves the right to outsource, in whole or in part, certain areas of business (e.g. payment transactions, execution of payments and services, compliance, IT, as well as management and processing activities) to service providers (including group companies). These service providers are obligated to comply with the corresponding confidentiality terms.

If a service provider is located abroad, the Bank will only transmit data that does not allow conclusions to be drawn about the client's identity, unless it would otherwise need to be transmitted to a foreign country in conjunction with transactions or services with a foreign element (this is explained in greater detail in Article 18 b). The Bank will notify the client in advance otherwise.

In Switzerland, the Bank may provide group companies with client data particularly for the purposes of comprehensive, efficient client servicing and the fulfillment of regulatory requirements applicable to the Bank's organizational structure.

Art. 16 Client profile and marketing

The Bank may use client data, publicly accessible data, and third-party data to create client profiles that allow the Bank and other group companies to provide their clients with advice, products and information that is tailored to the individual situations of clients or that the Bank believes could be of interest to them. Client profiles may additionally be used for the purposes of market research, marketing or risk management. The Bank or group companies will retain the client data and the client profiles derived from it. In addition, such data will not be forwarded to third parties. Bank client confidentiality will be retained.

Art. 17 Adherence to provisions of law

The client is responsible for adhering to the provisions of law applicable to him (including tax legislation) and adheres to these provisions of law at all times.

Art. 18 Data protection, bank client secrecy, and other confidentiality provisions

The Bank's governing bodies, employees and agents are subject to various duties of confidentiality on the basis of data protection, bank client confidentiality and other provisions. **The client hereby releases the Bank, its governing bodies, employees, and agents from these duties of confidentiality and waives bank client confidentiality,**

a) insofar as this is necessary to safeguard the legitimate interests of the Bank, specifically:

- in the event of the client threatening or initiating against the Bank in Switzerland or abroad (even as a third party) legal measures, criminal charges or other notifications to authorities;
- to safeguard or enforce the Bank's claims against the client and to realize on collateral of the client or third parties (insofar as the collateral of third parties was provided with respect to claims against the client) in Switzerland and abroad;
- when collecting receivables belonging to the Bank from the client in Switzerland and abroad;
- in the event of reproaches by the client against the Bank made in public, vis-à-vis the media or vis-à-vis authorities in Switzerland and abroad;

b) for transactions and services that the Bank provides for the client (e.g. payment transactions, purchases, receipt and delivery, safekeeping and sale of securities and/or safe custody assets, foreign exchange and precious metal transactions, derivative/OTC transactions), and particularly if they present a foreign connection. In conjunction with this, the Bank is both entitled and required to disclose information to foreign third parties that are involved in these transactions and services (e.g. exchanges, brokers, banks, trade repositories, processing units and third-party custodians, issuers, authorities, or their representatives as well as third parties that are involved) in order to allow the transactions or services to be provided and to ensure compliance with laws, regulations, contractual provisions, and other rules, business practices, trade practices, and compliance standards.

In any event, the duties to disclose and report to which the Bank is subject under legal and regulatory requirements will apply.

Art. 19 Applicable law and place of jurisdiction

All legal relations between the client and the Bank are governed by Swiss law. The exclusive place of jurisdiction for all legal proceedings is Zurich or the place of business of the Swiss branch of the Bank with which the contractual relationship exists or the respondent's registered office or place of domicile. Mandatory places of jurisdiction prescribed by law remain reserved.

Art. 20 Amendments to the General Conditions

The Bank reserves the right to amend the General Conditions at any time. The client will be notified in advance in writing or by other suitable means.

Information Brochure

Information on the Disclosure of Client Data for Payment Transactions, Securities Transactions, and Other Transactions and Services, Especially with a Foreign Connection

In this letter, you will find important information regarding the disclosure of client data in connection with transactions and services that the bank provides you with, such as

- Payment transactions (incoming and outgoing payments),
- Purchase, receipt and delivery, custody and sale of securities and/or safekeeping account assets,
- Other transactions and services such as foreign exchange and precious metals transactions and derivatives/OTC transactions,

especially those with a foreign connection.

This letter explains the relevant provision contained in Art. 18 b) of the General Conditions of Credit Suisse (Switzerland) Ltd. (hereinafter referred to as *Bank*) and supplements the informations issued from the Swiss Bankers Association (SBA). Please note that Art. 18 b) of the General Conditions of the Bank should also be understood as a supplement to Art. 17 of the Conditions for Payment Transactions of the Bank.

Global Developments

Worldwide, there is an increase and escalation of laws, regulations, contractual and other provisions, business and trade practices, as well as compliance standards, that are potentially relevant to the transactions and services offered by the Bank. This development means that, for transactions and services, increased transparency and disclosure of data to third parties in Switzerland and abroad may be required; the latter may be required especially in cross-border payment transactions, payment transactions, or any other transactions and services involving foreign currencies, when foreign exchanges or trading partners are involved or in connection with foreign securities and/or safekeeping account assets.

Scope and Purpose

The basis for the disclosure in connection with the aforementioned transactions and services differs from country to country, according to local conditions, or according to the requirements of the third parties involved in the transactions and services. Disclosure may be required to enable the Bank, in individual cases or in general, to execute or provide the relevant transactions or services, or to generally comply with laws and regulations, contractual and other provisions, business and trade practices, as well as compliance standards, that are potentially relevant for the aforementioned transactions and services in a country or transaction with involved third parties. For instance, this may be the case

- if local licenses require it,
- if it is required as part of registration (e.g. for the registration of transactions or securities),
- if client rights must be asserted (e.g. for the execution of corporate actions in connection with safekeeping account assets in custody),
- in connection with locally applicable holding limits or holding regulations,
- to comply with local disclosure or reporting obligations,
- because the compliance standards of involved third parties requires the proactive disclosure of relevant information or can trigger queries at the Bank (e.g. due to the monitoring systems used), especially in the fight against money laundering, terrorist financing, or corruption, as well as in relation to sanctions or politically exposed persons (PEP).

Examples: Disclosure of information by the Bank regarding individual transactions and their background, as well as transmission of documents, such as passport copies, to enable the processing of a client instruction or a response to a request from a correspondent bank concerning money laundering or sanctions.

Affected Data

Data that may need to be disclosed for transactions and services varies from case to case and may include:

- information about the client, authorized representatives, beneficial owners, and other involved parties (e.g. name, registered office, domicile, address, nationality of these persons),
- information about the affected transactions or services (e.g. purpose, economic background, and other background information about the transactions and services), as well as
- information on the client's business relationship with the Bank (e.g. scope, status, purpose, historical data, other transactions executed in the course of the business relationship).

Type and Time of Disclosure

The information can be disclosed through any means. In particular, this includes transfer via telecommunications (including electronic data transmission), but also the physical transmission of documents (e.g. passport copies). Disclosure may be required before, during, and after the execution of a transaction or service.

Information Recipients

Involved third parties who qualify as information recipients are for instance stock exchanges, brokers, banks (especially correspondent banks), trade repositories, processing units and third-party custodians, issuers, authorities or their representatives, and other companies involved in the transactions or services in Switzerland and abroad. It is possible that such third parties will communicate the received information to other parties. For instance, they may entrust processing to their own processing centers.

Data Security in Switzerland and Abroad

Security is an integral part of the Bank. For this reason, it protects the data of its clients with proven security standards following security systems and processes, and develops them on an ongoing basis. All group companies of the Bank in Switzerland and abroad are subject to these security standards and are regularly reviewed.

If data is made available to an information recipient abroad, the bank client confidentiality protection guaranteed by Swiss law no longer applies. Furthermore, data may reach countries that guarantee less extensive data protection than Switzerland.

Contact

Your client advisor or contact center will be pleased to help if you have any questions

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