

Last name, first name and **present** address of accountholder

 Address of property does not match with that of guarantor or account holder.

Address of property _____

Apartment _____

Lessor _____

Represented by Agent _____

Street/No. _____

Rental Agreement starting _____

Postal code/ City _____

Surety for lease

dated _____

The surety is to be provided by

 Last name

 First name

 Date of birth (dd.mm.yyyy)

 Nationality

who is opening a UBS rental surety savings account with UBS Switzerland AG (hereinafter UBS). The account is in his/her name.

1. The sum of CHF _____ is to be paid into the UBS rental surety savings account as a lease deposit. UBS shall notify the accountholder in writing that the amount has been credited to the UBS rental surety savings account and the accountholder undertakes to provide the lessor with a copy of such confirmation as **proof of payment of the deposit**. The credit advice constitutes confirmation of payment of the deposit.

immediately request the release of the deposit by written instruction to UBS and simultaneous notification of the accountholder.

2. This Agreement will be voided, and the UBS rental surety savings account suspended, if the deposit is not paid in by the account holder within three months of the Agreement being signed.

7. The deposit will be repaid in accordance with the "Instructions for repayment of rental surety" and with the consent of the accountholder and lessor/agent. The provisions of Art. 257e of the Swiss Code of Obligations form the legal basis.

3. The deposit shall be **pledged** to the lessor as surety for any and all claims on his/her part in connection with the lease and the final settlement of accounts.

8. In case of multiple accountholders, each accountholder is entitled – individually and independent of the others – to dispose of the deposit pursuant to clause 7 of this Agreement.

4. Interest will be credited to the account annually on 31 December and will not be subject to pledge. The accountholder will receive a statement of account at the end of each calendar year.

9. General Provisions

The Parties hereby expressly confirm receipt of the General Terms and Conditions.

5. In the event that the lessor or agent should change, it is assumed that the current rental Agreement and the surety shall remain in effect. Documentary evidence to this effect must be presented to UBS.

The Parties confirm that they acknowledge their content and their legally binding effect. In addition, the binding effect of the terms and conditions applicable to a service is reaffirmed and re-acknowledged by the initial use of such service.

6. Provided the lessee has complied in full with his/her obligations upon termination of the lease, the lessor undertakes to

10. Applicable law and place of jurisdiction

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

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

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



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Banking relationship

Account no.

Accountholder(s) Signature

Place

Date (dd.mm.yyyy)

Signature

Lessor/Agent

Place

Date (dd.mm.yyyy)

Signature mandatory for amounts over and above 10 000 CHF

UBS Switzerland AG

Place

Date (dd.mm.yyyy)

Valid with one signature up to 50 000 CHF



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General Terms and Conditions

These General Terms and Conditions govern the business relationships between the clients and UBS AG and/or UBS Switzerland AG (hereinafter UBS) in the absence of any other special agreements.

1. Account activity

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

The current interest rates and commissions can be found in the relevant fee schedules/product factsheets available at any time. Changes may occur at any time due to changes in the market conditions and costs, respectively, by adjusting the fee schedules/product factsheets – in justified cases without prior notice; they will be communicated by appropriate means. Upon notification the client may in case of objection terminate the service affected by the change with immediate effect.

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

2. Accounts in foreign currencies

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

The client shall bear proportionately to his share all economic and legal consequences which, as a result of measures taken by the authorities of such country, may affect any of UBS's assets in the country of the currency or investment concerned.

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

For current accounts in foreign currencies, UBS shall place the balance in the country of the currency concerned.

3. Crediting and debiting amounts in foreign currencies

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

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

4. Bills of exchange, cheques and similar instruments

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

5. Lien and set-off

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

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

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

6. Verification of identity

The client is obligated to store all his banking documents accurately to prevent unauthorized third parties from accessing the information contained therein. When issuing payment orders, the client shall observe all precautionary measures to reduce the risk of fraud. The client shall

keep all codes secret and confidential in order to prevent misuse. Any losses or damages suffered due to any breach of these duties of care shall be borne by the client.

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

Any loss or damage suffered other than through a breach of duty of care by UBS or the client shall be borne by the party to whose sphere of influence such loss or damage has to be allocated.

7. Incapacity of the agent

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

8. Notifications

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

9. Compliance with law

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

10. Default in the execution of orders

In the event of loss or damage due to the incorrect execution or non-execution of orders (with the exception of stock exchange orders), UBS shall be liable for loss of interest.

The client shall inform UBS in advance of any further loss or damage likely to be suffered in any given instance. Should the client fail to do so, such loss or damage shall then be borne by the client.

11. Complaints

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

12. Outsourcing of operations and services

UBS may outsource operations and services to Group entities and third parties within Switzerland and abroad. In particular payment services, processing and safekeeping of securities and other financial instruments, compliance, data management, IT, back- and middle-office services may be outsourced in whole or in part. Outsourcing may require the transfer of data to affiliated or third party service providers. All service providers are required to comply with respective confidentiality obligations. With regard to service providers located abroad, UBS only passes on data that does not refer to the identity of the client.

13. Data protection and banking secrecy

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

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

The client agrees that UBS is entitled to disclose Client Data in order to comply with legal or regulatory obligations as well as to safeguard

legitimate interests. This applies in particular to transactions relating to foreign countries insofar as applicable provisions demand disclosure, e.g. to custodian banks, central securities depositories, brokers, exchanges, repositories or authorities.

14. Profiling and marketing

UBS may store, process and use Client Data and data from third party sources and create profiles therefrom. In particular they will be used by UBS and its Group entities to provide clients, where appropriate, with individual advice, tailored offers and information about UBS products and services as well as for market research, marketing and risk management purposes. Such data includes in particular: master data, financial data and client preferences.

15. Modification of conditions

In justified cases UBS shall be entitled to modify the General Terms and Conditions at any time. UBS shall communicate such modifications in advance and in an appropriate manner. The amendments shall be deemed to have been accepted by the client unless an objection is raised in writing within one month of notification. In the event

of objection the client shall be free to terminate the business relationship with immediate effect subject to special agreements.

16. Saturdays as public holidays

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

17. Termination of the business relationships

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

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