

General Terms and Conditions 2025

**Comparison of the previous and the new General
Terms and Conditions (GTC)**



**Neue
Bank**

Previous General Terms and Conditions

valid since 1 June 2023

Art. 13 Confidentiality – Disclosure of client data

Due to legal provisions on banking secrecy, data protection and other professional secrecy (hereinafter referred to as “confidentiality”), the members of the bank’s executive bodies, their employees and authorised agents are subject to the obligation for an unlimited period of time to maintain the confidentiality of client data and information made available to them as a result of business relationships. This includes, especially, information about the account holder, authorised representatives, beneficial owners, and third parties. Information relating to a business relationship includes, but is not limited to, name, address, place of residence, date of birth, place of birth, nationality, occupation, contact details, client and account number, IBAN, BIC, and other transaction data, account balances, safe custody account details, credit limit and credit utilisation data, tax data, and due diligence information.

In order for the bank to provide its services and to safeguard its justified claims, it is necessary for the bank in individual situations to disclose client data covered by confidentiality to third parties in Liechtenstein or abroad. Client data may be transmitted in any form, in particular also by electronic transmission or physical delivery of documents which the bank has received from the client or from third parties in connection with the business relationship or which the bank has prepared itself. The client releases the bank from confidentiality in particular where:

- The transmission of client data is decreed by a public authority or court in relation to the bank, or on the basis of legislation, supervisory law, and/or international agreements (e.g. FATCA, AEOI).
- Compliance with domestic and foreign legal provisions, practices, and contractual arrangements – in particular those of stock exchanges and trading venues – applicable to the bank requires transmission.
- The bank responds to any legal action threatened or taken by the client against the bank.

New General Terms and Conditions

valid as of 1 February 2025

Art. 13 Release from confidentiality/Disclosure of client data

Due to legal provisions on banking secrecy, data protection and other professional secrecy (hereinafter referred to as “confidentiality”), the members of the bank’s executive bodies, their employees and authorised agents are subject to the obligation for an unlimited period of time to maintain the confidentiality of client data and information made available to them as a result of business relationships. Information subject to confidentiality is hereinafter referred to as “client data”. This includes, especially, information about the account holder, authorised representatives, beneficial owners, and third parties. Information relating to a business relationship includes, but is not limited to, name, address, place of residence, date of birth, place of birth, nationality, occupation, contact details, client and account number, IBAN, BIC, and other transaction data, account balances, safe custody account details, data on loans and other banking or financial services.

In order for the bank to provide its services and to safeguard its justified interests, it is necessary for the bank in individual situations to disclose client data covered by confidentiality to third parties in Liechtenstein or abroad. The client waives the Bank’s duty of confidentiality with regard to client data and authorises the Bank to disclose client data to the Bank or to third parties in Liechtenstein or abroad. Client data may be transmitted in any form, in particular also by electronic transmission or physical delivery of documents which the bank has received from the client or from third parties in connection with the business relationship or which the bank has prepared itself. The client releases the bank from confidentiality in particular where (non-exhaustive list):

- The transmission of client data is decreed by a public authority or court in relation to the bank, or on the basis of legislation, supervisory law, and/or international agreements (e.g. FATCA, AEOI).
- Compliance with domestic and foreign legal provisions, practices, and contractual arrangements – in particular those of stock exchanges and trading venues – applicable to the bank requires transmission.
- The bank responds to any legal action threatened or taken by the client against the bank.

- The bank responds to any legal action taken by third parties against the bank on the basis that the bank has provided services to the client.
 - The bank establishes and disposes of collateral of the client or third parties to satisfy its claims against the client.
 - The bank undertakes debt enforcement actions or other legal action against the client.
 - The bank responds to allegations that the client makes against the bank in public or vis-à-vis authorities in Liechtenstein or abroad.
 - The bank is obliged to transmit client data in the context of the execution of payment orders, or where such transmission is customary. As a result, the banks and system operators involved (e.g. SWIFT or SIC) and, as a rule, the beneficiary gain knowledge of this client data. The use of payment transaction systems may require that orders are processed via international channels and that this client data is transferred abroad, either through automated transmission or at the request of participating institutions.
 - The client requests the bank to issue a credit/debit card for the client or a third party.
 - Service providers of the bank receive access to client data in the context of concluded contracts (e.g. distribution agreements for financial instruments).
 - The bank performs coordination tasks in various areas of banking, such as due diligence, risk management and marketing.
 - The bank outsources individual business areas (e.g. maintenance and operation of IT systems, payment transactions, credit administration, asset management) or parts thereof to third parties in Liechtenstein or abroad.
 - To provide services, it may be necessary for the bank to allow employees of the bank or of authorised agents who have undertaken to maintain strict confidentiality to access client data from Liechtenstein or abroad by means of remote access.
 - The product-specific documents of a deposit item (e.g. securities or fund prospectus) provide for the transmission of client data.
- The bank responds to any legal action taken by third parties against the bank on the basis that the bank has provided services to the client.
 - The bank establishes and disposes of collateral of the client or third parties to satisfy its claims against the client.
 - The bank undertakes debt enforcement actions or other legal action against the client.
 - **Claims of the bank are collected against the client in Liechtenstein or abroad.**
 - The bank responds to allegations that the client makes against the bank in public or vis-à-vis authorities in Liechtenstein or abroad.
 - The bank is obliged to transmit client data in the context of the execution of payment orders, or where such transmission is customary. As a result, the banks and system operators involved (e.g. SWIFT or SIC) and, as a rule, the beneficiary gain knowledge of this client data. The use of payment transaction systems may require that orders are processed via international channels and that this client data is transferred abroad, either through automated transmission or at the request of participating institutions.
 - The client requests the bank to issue a credit/debit card for the client or a third party.
 - Service providers of the bank receive access to client data in the context of concluded contracts (e.g. distribution agreements for financial instruments).
 - The Bank performs coordination tasks in various areas of banking, such as due diligence, risk management and marketing.
 - The Bank outsources individual business areas (e.g. maintenance and operation of IT systems, payment transactions, credit administration, asset management, **printing and dispatch of bank documents**) or parts thereof to third parties in Liechtenstein or abroad.
 - To provide services, it may be necessary for the Bank to allow employees of the Bank or of authorised agents who have undertaken to maintain strict confidentiality to access client data from Liechtenstein or abroad by means of remote access.
 - The product-specific documents of a deposit item (e.g. securities or fund prospectus) provide for the transmission of client data.

- The bank is obliged or entitled by domestic or foreign legal provisions to transmit client data in the context of the trading, safekeeping, or management of assets. This includes, but is not limited to, reporting transactions to supervisory authorities or to persons involved in accordance with the regulatory obligations. Transmission may also be necessary for the execution of a trading transaction, safekeeping, or management of assets. The latter is the case, for example, if trading venues, central collective depositories, third-party custodians, brokers, correspondent banks, issuers, financial market supervisory or other authorities, etc. are themselves obliged to require the bank to disclose the client data.

The bank may disclose client data on a case-by-case basis on request, but also on its own initiative (e.g. in the course of completing the documents required for the trading transaction, safekeeping, or management). Requests may also be made after the conclusion of a trading transaction, safekeeping, or management, in particular for monitoring and investigation purposes. Pursuant to placement of a trading order, safekeeping, or management of assets, the client expressly also authorises the bank to disclose the client's data as necessary.

The client acknowledges that once the client data has been transmitted, it may no longer be protected by confidentiality. This applies in particular in the case of transmission abroad. Nor is there any guarantee that the foreign level of protection will be equivalent to that at the bank's location. Domestic and foreign laws and orders by public authorities may oblige third parties to disclose the client data received. The bank no longer has any influence on the possible further use of client data. The bank is not obliged to inform the client that any transmission of client data has occurred.

- The Bank is obliged or entitled by domestic or foreign legal provisions to transmit client data in the context of the trading, safekeeping, or management of assets. This includes, but is not limited to, reporting transactions to supervisory authorities or to persons involved in accordance with the regulatory obligations. Transmission may also be necessary for the execution of a trading transaction, safekeeping, or management of assets. The latter is the case, for example, if trading venues, central collective depositories, third-party custodians, brokers, correspondent banks, issuers, financial market supervisory or other authorities, etc. are themselves obliged to require the Bank to disclose the client data.

The Bank may disclose client data on a case-by-case basis on request, but also on its own initiative (e.g. in the course of completing the documents required for the trading transaction, safekeeping, or management). Requests may also be made after the conclusion of a trading transaction, safekeeping, or management, in particular for monitoring and investigation purposes. Pursuant to placement of a trading order, safekeeping, or management of assets, the client expressly also authorises the Bank to disclose the client's data as necessary.

- For outsourcing purposes and to the extent necessary to protect the legitimate interests of the Bank in Liechtenstein and abroad as well as to reestablish contact with the client after a contact interruption, with the competent Liechtenstein authorities.
- When using the internet outside the area protected by the Bank (e.g. social media) and when using electronic means of communication (e.g. e-mail).
- Services of other providers referred by the Bank to the client.
- Bank events organised for the purpose of client service.

The client acknowledges that once the client data has been transmitted, it may no longer be protected by confidentiality. This applies in particular in the case of transmission abroad. Nor is there any guarantee that the foreign level of protection will be equivalent to that at the Bank's location. **The protection of client data transferred to foreign countries is governed by the applicable foreign law. The applicable foreign law governs the permissibility and scope of the disclosure of this client data to public authorities or other third parties.** Domestic and foreign laws and orders by public authorities may oblige third parties to disclose the client data received. The Bank no longer has any influence on the possible further use of client data. The Bank is not obliged to inform the client that any transmission of client data has occurred.

Further information on data protection is published on the Bank's website at www.neuebankag.li or can also be obtained directly from the Bank.

Art. 15 Dormant assets

The bank takes appropriate precautions to avoid assets becoming dormant or unclaimed. This is done to avoid disadvantages for the client and may, but does not have to, include attempts to make contact **via searches in public sources (telephone directories, etc.) or via third parties, which may make some disclosure of client data unavoidable**. The client himself can also take measures to avoid assets becoming dormant. In the event of any queries relating to dormant assets, the client may consult the bank. Dormant accounts will be continued, with the bank reserving the right to charge for its related fees and to close dormant accounts which show a debit balance without further notice.

Art. 13a Profiles and marketing

The bank may also automatically analyse and evaluate client data (including the data of affected third parties) in order to identify key personal characteristics of the client or predict developments and create client profiles on this basis. The uses of these profiles include but are not limited to business verifications and individual advice as well as the provision of offers and information that the bank may make available to the client.

The bank is authorised to store, process, combine, and use client data and data from third-party sources and to create profiles from that data. The bank uses these profiles in particular to provide the client as needed with individual advice, customised offers, and information about services and products, as well as for market research, marketing, and risk management purposes. This includes but is not limited to the following data: master data, financial data (e.g. asset and product data, account and safe custody account movements as well as transaction and payment data including their components) and client needs.

Art. 15 Dormant assets

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Art. 18a Early repayment costs

Early repayments of client deposits with an agreed term or redemptions without observing the agreed notice period are granted only subject to the application of penalty interest.

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