

## SWITZERLAND MODULE

This Module to the Terms of Business forms an integral part of, and must be read in conjunction with, the Terms of Business.

### 1. APPLICATION OF THIS MODULE

#### 1.1 **Scope:** This Module applies if:

- (a) Societe Generale (including, for the avoidance of doubt, its London branch) or SGIL provide Services pursuant to the Terms of Business to you; and (*cumulatively*)
- (b) you are domiciled in Switzerland,

in which case "we", "us" and "our" as used in the Terms of Business (including this Module) shall include SG Zurich and its directors, officers, employees and agents where appropriate in respect of the activities of Swiss Sales and SG Zurich pursuant to the set up in place and specified in section 3 of this Module.

#### 1.2 You acknowledge and agree that your order or instruction may be forwarded to a person located in a jurisdiction other than Switzerland due to our 24 hours "follow the sun" service. Similarly, the Swiss Sales may receive your order or instruction forwarded to it from a jurisdiction other than Switzerland.

#### 1.3 Where this Module applies, then (for the avoidance of doubt):

- a) FINSA will be applicable to you and relevant FINSA provisions will apply instead of, or in addition to, the relevant MiFID provisions that may also be applicable to you. This is the case, for example but not exclusively in:
  - i. Clause 1.3 Categorisation;
  - ii. Clause 1.4 Retail Clients;
  - iii. Clause 2.3 No Advice;
  - iv. Clause 2.5 Own Judgement and Suitability.
- b) The references to MiFID and weblinks to various sections of the Societe Generale MiFID website in the following clauses of the General Terms of Business shall apply where you receive Services from non-Swiss Sales in conjunction with references to FINSA and the relevant sections of the [Societe Generale website](#) [FINSA Documents Tab], as applicable. Where you receive Services from Swiss Sales the references to MiFID and weblinks to various sections of the Societe Generale MiFID website shall not apply and FINSA shall apply exclusively, namely in:
  - v. Clause 1.2 Communication with us;
  - vi. Clause 1.8 Conflict of interest policy;
  - vii. Clause 2.10 Risk warnings;
  - viii. Clause 2.12 Costs and charges;
  - ix. Clause 3.6 Our Best Execution and Client Order Handling Policy;
  - x. Clause 3.8 Aggregation of orders

You will be informed separately of your FINSA qualification, opt-in and -out choices and other provisions applicable to you.

## 2. DEFINITIONS

2.1 **Defined terms:** All defined terms have the meanings set out in the General Terms of Business. Additionally, for the purposes of this Module:

"**Client Information**" has the meaning given to it in section 4.1 of this Module;

"**FINSA**" means Swiss Federal Act on Financial Services of June 15<sup>th</sup>, 2018, as amended.

"**SG Zurich**" means the Zurich branch of Societe Generale whose registered office is at Talacker 50, CH 8021 Zurich, Switzerland; and

"**Swiss Sales**" means any person at SG Zurich to whom you communicate any order or instruction.

## 3. SWISS SALES ACTS AS A POINT OF CONTACT IN SWITZERLAND

3.1 Swiss Sales acts in respect of any Services provided or Transactions executed under the Terms of Business exclusively on behalf of Societe Generale or SGIL (as applicable) as your point of contact in Switzerland.

3.2 Accordingly, you acknowledge and agree that:

- (a) all Transactions will be executed, cleared and settled between you (or your bank, respectively) and Societe Generale or SGIL (as applicable);
- (b) your contractual relationship in respect of any of the Services is exclusively with Societe Generale or SGIL (as applicable) and subject to the Terms of Business;
- (c) each of Societe Generale or SGIL (as applicable) is subject to laws and regulations of a jurisdiction other than Switzerland;
- (d) neither SG Zurich nor any of its directors, officers, employees or agents will be liable to you in respect of any Services; and
- (e) any responsibility and liability to you is exclusively with Societe Generale or SGIL (as applicable) pursuant to and in accordance with the Terms of Business (including, without limitation, clause 12 of the General Terms of Business).

## 4. CONFIDENTIALITY AND DATA PROTECTION

4.1 We will treat all information we hold about you or relating to your contractual relationship with Societe Generale or SGIL (as applicable) under the Terms of Business or the Transactions and Services (including, without limitations, information on the existence of such a contractual relationship or Transactions executed or Services provided under the Terms of Business) (all such information together, "**Client Information**") as confidential.

- 4.2 However, you hereby acknowledge and agree to the following:
- (a) due to your contractual relationship being with Societe Generale or SGIL (as applicable) and not with SG Zurich, neither Swiss banking secrecy (pursuant to article 47 of the Swiss Act on Banks and Savings Institutions) nor any other professional confidentiality obligation pursuant to any Swiss laws or regulations applies in respect of Client Information; and
  - (b) we (including, without limitation, Swiss Sales as well as directors, officers, employees or agents of SG Zurich) may disclose Client Information pursuant to and in accordance with the Terms of Business (including, without limitation, clause 13.1 and other relevant clauses of the General Terms of Business, such as clause 14.3. You acknowledge that respective receivers of Client Information may be located in countries other than Switzerland that do not have strict data protection or data privacy laws equivalent to the Swiss data protection laws and regulations.
- 4.3 We may process information relating to you pursuant to the provisions set out in clause 13.2 of the General Terms of Business as if such provisions would refer not only to "information relating to identifiable living individuals" but to Client Information generally (including information relating to you as a corporate, organisation or undertaking). In addition to, and without limiting clause 13.2 of the General Terms of Business, we may process Client Information for the purposes of (a) control and risk management and (b) the conduct and development of our business relationship with you, including, but not limited to: (i) back and middle office matters, including settlement, processing and reporting; (ii) information system management, testing, archiving and maintenance activities; (iii) documentation negotiation, generation and management; and (iv) managing clients relationships and/or servicing clients, including designing financial services or products for clients.

## **5. RECORDING OF TELEPHONE CONVERSATIONS**

- 5.1 If you communicate with Swiss Sales, you acknowledge and agree that any telephone conversation between you and Swiss Sales will be recorded without the use of any warning tone.
- 5.2 Such recordings may be used as evidence in the event of a dispute, and will be the property of SG Zurich. Copies of the recordings can be shared by SG Zurich with Societe Generale and any of its Associates and disclosed to regulators, judicial and governmental agencies, in any jurisdiction, where we or they are required to do so by Applicable Regulations, where there is a public duty to disclose, when specifically requested or where our or their interests require disclosure.

## **6. RISK WARNING NOTICE**

- 6.1 By communicating to us instructions or orders for or relating to Services or Transactions, you agree that you fully understand and appreciate the risks involved in the Services and particularly, the Transactions.
- 6.2 In addition, we refer to clause 2.5 of the General Terms of Business. Based thereon, you agree that neither Swiss Sales nor SG Zurich has an obligation to provide you with specific information on the merits and risks, mechanisms or loss potential related to the Services or Transactions.

## **7. COMPLAINT PROCEDURE**

- 7.1 If you communicate instructions or orders to Swiss Sales, you may – in addition to clause 17. of the General Terms of Business – submit a complaint by letter, telephone, email or in person to the Swiss Sales or if by post, to Societe Generale, Paris, Zurich Branch, Att.: Markets - Global Execution Services, Talacker 50, CH-8021 Zurich, Switzerland. SG Zurich will forward your complaint to Societe Generale or SGIL (as appropriate) for the complaint to be handled in accordance with clause 17 of the General Terms of Business.

## **8. LIABILITY**

- 8.1 **Applicable Regulations:** Nothing in this Module will exclude or restrict any duty or liability we may have to you under Applicable Regulation, to any greater extent than it may validly be excluded or restricted.