

Client Confidentiality Waiver

Data Sharing Information and Bank Client Confidentiality Waiver Declaration

Prospective Client/ Client:

Further referred hereby as the “Client”.

AMINA, its governing bodies, employees and agents are required by law to treat data related to the business relationship with the Client (which term, for the purposes of this Waiver, includes prospective clients that intend to enter into a contractual client relationship with AMINA), including data identifying or allowing to identify the Client (“Client Data”), as confidential.

The GTC inter alia provide for a waiver by the Client releasing AMINA from its duties of confidentiality and waiving bank client confidentiality in various circumstances, including (a) for the purposes of outsourcing, (b) to enable AMINA to exchange Client Data with affiliates, branches and representatives of AMINA in Switzerland or outside of Switzerland for various purposes, (c) for or in relation with transactions and services that AMINA provides to the Client, and (d) for compliance by AMINA with domestic and foreign legal and regulatory obligations or for AMINA to safeguard its legitimate interests; see Art. 18 GTC (Outsourcing) and Art. 19 GTC (Bank client confidentiality) and Art. 20 GTC (Data protection).

Furthermore, the “Custody Regulations” of AMINA (the “Custody Regulations”) provide for a confidentiality waiver relating to the registration of custody assets; see Art. 7 Custody Regulations (Registration of Custody Assets).

In addition to and supplementing the above, this Section D provides further information on the circumstances under which AMINA may, or may be required to, disclose or share Client Data or other data to or with third parties in Switzerland or outside of Switzerland:

Disclosure and exchange of data for the purposes of providing services with the support of outsourcing partners

In order to better meet the Client’s needs and in particular to provide the products and services requested by the Client, to facilitate the onboarding procedure of the Client, to perform analytical services and risk assessments or in such other circumstances as specified from time to time in the GTC, AMINA may use and for such purposes disclose Client Data or other data to outsourcing partners, which may include affiliates, branches, representatives or third party service providers in Switzerland or outside of Switzerland.

Disclosure for transactions and services provided by AMINA to the Client

Certain transactions and services that AMINA provides to, for or on behalf of the Client, e.g. the execution of payment orders, trades or other transactions in Crypto Currencies, other Digital Assets (both as defined in the GTC), securities or other financial instruments or other banking transactions or services including as specified from time to time in the GTC, may require the disclosure by AMINA of Client Data and related information to third parties in Switzerland or outside of Switzerland involved in various capacities in the relevant transactions and services.

Such disclosure may e.g. be required, certain in certain jurisdictions – based on applicable laws or regulations, standards or self-regulation, contractual provisions, business or trade practices – because of a particular nationality, place of residence, country of incorporation or registered office of persons involved in a transaction or service, or due to the registration, processing or (sub-)custody of the relevant financial instrument in or out of a specific jurisdiction. Recipients of data and information to be disclosed to may e.g. include Swiss or foreign trading venues or platforms, issuers, brokers, (sub-)custodians, banks or other financial service providers, technology or other service providers, central depositories, trade repositories or authorities and/or any of their representatives or agents or other relevant third parties involved in the relevant transactions or the provision of the relevant services.

The data and information to be disclosed may e.g. concern the Client, persons relating to the Client, such as the beneficial owner of funds or assets, or persons benefitting from, acting as counterparties in, or otherwise being involved in the relevant transactions or services. In particular, AMINA may be required, depending on the relevant jurisdiction, purpose or recipient, to disclose the following:

- name, address, account number and/or IBAN of the Client as well as further information and documentation on the Client (including without limitation date of birth, nationality and information on business activities);
- information and documentation on the beneficial owner of the funds or assets involved in the transaction or on the controlling person of the Client (including without limitation name, address, date of birth, nationality, information on business activities and the relationship to the Client);
- information and documentation on the holder, purchaser or seller of financial instruments (including without limitation the name and, if applicable, beneficial owner or controlling person of such person, address, date of birth, nationality, information on business activities and the relationship to the Client);
- information and documentation on the counterparty in a transaction (including without limitation name and, if applicable, beneficial owner or controlling person of such person, address, date of birth, nationality, information on business activities and the relationship to the Client);

- information and documentation regarding the transaction itself including on the relevant background and transaction rationale;
- information and documentation on due diligence and similar measures applied by AMINA in connection with the transaction and on whether AMINA identified any suspicious or otherwise relevant activities of the Client or other involved parties in connection with the transaction;
- information on whether the Client still holds an account with AMINA and, if not, reasons for termination of the business relationship;
- digital ledger addresses, in particular those involved in the relevant transaction.

Furthermore, AMINA may disclose Client Data and related information as set forth in the brochure “Information from the Swiss Bankers Association (SBA) regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities”.

Incoming and Outgoing Digital Asset Transfers

In order to process a request for an incoming transfer of Digital Assets (as defined in the GTC) from, or for an outgoing transfer of Digital Assets to, a third party bank or other third party, AMINA may be required to disclose Client Data to the transferring party or request/receive such data from the receiving party, respectively, including e.g.:

- Disclosure to the transferring or receiving party:
 - the existence and nature of the banking relationship between AMINA and the Client;
 - the Client’s request to transfer Digital Assets to AMINA or from AMINA to the third party bank and information relating to this request;
 - the digital ledger address the Digital Assets shall be transferred from/to;
 - the contracting party and beneficial owner of the partner number the digital ledger address is assigned to.
- Information requested/received from the transferring or receiving party:
 - the existence and nature of the banking/business relationship between the third party and the Client;
 - the digital ledger address the Digital Assets will be transferred from/to;
 - the account holder/contracting party the public address is assigned to;
 - the beneficial owner of the Digital Assets respectively of the account/client relationship the public address is assigned to.

By checking this box, the Client acknowledges the content of this form and agrees to AMINA processing, disclosing and sharing such Client Data or other data or documents as considered required or useful by AMINA in the context of such circumstances and to such persons, including persons outside of Switzerland, substantially as described above. To this extent, the Client expressly releases AMINA, its governing bodies, employees and agents from applicable duties of confidentiality and waives Swiss bank client confidentiality.

This waiver applies together with and in addition to the provisions of the GTC and the Custody Regulations and any other general or special waivers issued or agreed to by the Client, as applicable.

Full name (in block letters) / Title / Position

Place and Date

Signature

Full name (in block letters) / Title / Position

Place and Date

Signature