

# Habib Bank AG Zurich WEINBERGSTR. 59 P.O. BOX 225 8042 ZURICH (SWITZERLAND)

(INCORPORATED IN SWITZERLAND)

## Appendix II

## FinfraG/FMIA - Counterparty Classification

in case you do not agree with your qualification:		
Please fill in and submit this form to Habib Bank <i>i</i>	AG Zurich ("Bank")	
I. Account holder		
Name of company	Account No.	
Registered office Street/Number	Postal Code/City	
Country		
II. Counterparty Classification		
Large Financial Counterparty ("FC+")	The Client is a Financial Counterparty and exceeds the threshold of CHF 8 billion as specified in the definition of "Large Financial Counterparty" $^1$ .	
Small Financial Counterparty ("FC-")	The Client is a Financial Counterparty and is below the threshold of CHF 8 billion as specified in the definition of "Small Financial Counterparty".	
☐ Large Non-Financial Counterparty ("NFC+")	The Client is a Non-Financial Counterparty and exceeds at least one of the relevant thresholds per asset class, as specified in the definition of "Small Non-Financial Counterparty".	
Small Non-Financial Counterparty ("NFC-")	The Client is a Small Non-Financial Counterparty below all the relevant thresholds per asset class, as specified in the definition of "Small Non-Financial Counterparty".	
The Client belongs to the following public sector l	bodies (exempt counterparty):	
Confederation, cantons and communes		
Swiss National Bank		
☐ Bank for International Settlements		

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 $<sup>^{\</sup>mbox{\tiny 1}}$  See , Annex I: FinfraG – Notes and definitions '

#### III. Additional Information of the Client

Legal Entity Identifier (LEI):

#### IV. Change of Counterparty Classification

The Client agrees and confirms to notify the Bank immediately in writing on its own initiative, in case of any changes or amendments of its statements, which are relevant for the classification. If any certification made on this form becomes incorrect, the Client agrees to submit a new form and/or further necessary forms and documentation within 30 days after such change in circumstances. The Bank will rely on the Client's classification made in this form until it has obtained the Client's written formal change request.

### V. Applicable Law and Jurisdiction

The General Conditions applicable to the relationship between the Client and the Bank form part of this form. All legal relationships between the Client and the Bank are governed by Swiss substantive law. The applicable law and jurisdiction also apply to additional agreements. The place of performance, the place of debt collection for Clients domiciled abroad and the place of jurisdiction for all legal proceedings shall be **Zurich**, Switzerland.

Please note that this form is a document whose forgery is subject to criminal punishment according to Art. 251 Swiss Penal Code.

Date	Company name
First name(s) / Name(s)	Signature(s)

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