

**SWISS ACCOUNT  
SERIES 10**



**THE BANK OF ME  
MY KIND OF SAVINGS FOR  
MY KIND OF PERFORMANCE**

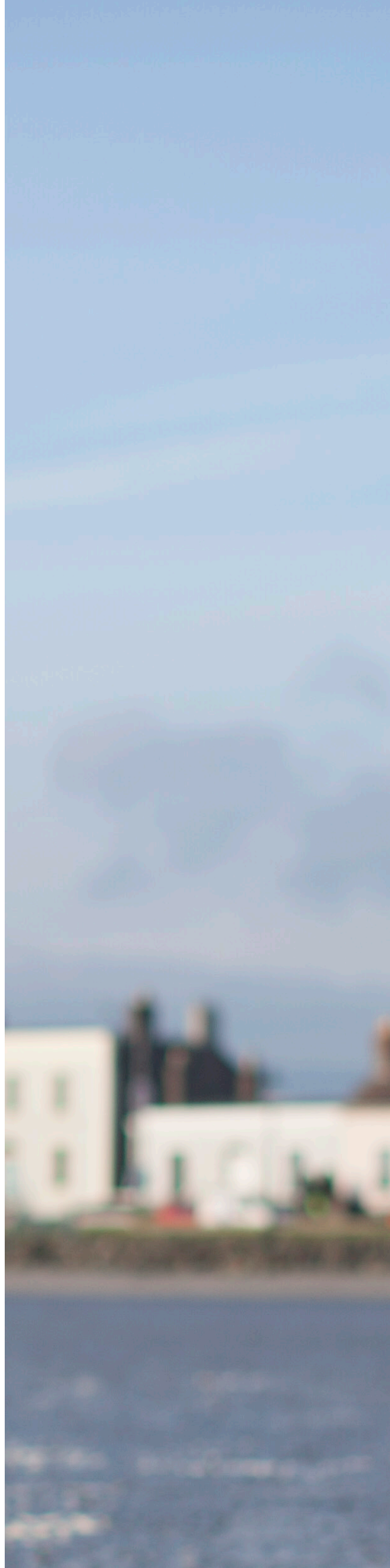
**THE BANK OF YOU**



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# WHAT THE ACCOUNT OFFERS YOU

## UNDERLYING ASSET

- The Swiss Market Index

## MAXIMUM POTENTIAL RETURN

- Maximum Index performance: 15%
- **Secure Version:** 100% of the performance of the Index  
Maximum Return: 15% (AER 3.80% \*)
- **Growth Version:** 200% of the performance of the Index  
Maximum Return: 30% (AER 7.25% \*)

## MINIMUM POTENTIAL RETURN

- No Interest will be earned if the performance of the Index is zero or negative

## CAPITAL SECURITY AT MATURITY

- **Secure Version:** 100% regardless of the performance of the Index
- **Growth Version:** 90%-100% if the Index performance is between 0% and -10%
- Capital security is provided by KBC Bank Ireland plc

## MANAGING YOUR RISK

- Tailor the risk and return profile of your investment to suit your personal requirements by dividing your investment between the Secure Version and the Growth Version

## 3¾ YEAR DEPOSIT TERM

- No withdrawal may be made before the end of the Term

## CLOSING DATE

- The Closing Date for fully completed applications is 4 p.m. on 13 November 2015

\*Annual Equivalent Rate

**WARNING: IF YOU INVEST IN THIS PRODUCT YOU WILL NOT HAVE ANY ACCESS TO YOUR MONEY FOR 3¾ YEARS.**

**WARNING: IF YOU INVEST IN THE GROWTH VERSION YOU COULD LOSE 10% OF THE MONEY YOU INVEST.**

# INTRODUCTION

The turmoil in financial markets over the past six years has caused investors to become more risk averse. Wealth preservation has become the most important investment objective for many investors but they still have to place their money where they think it will achieve the best return for a given level of risk. The challenge, however, is to determine the level of risk that is commensurate with the potential return that may be achieved.

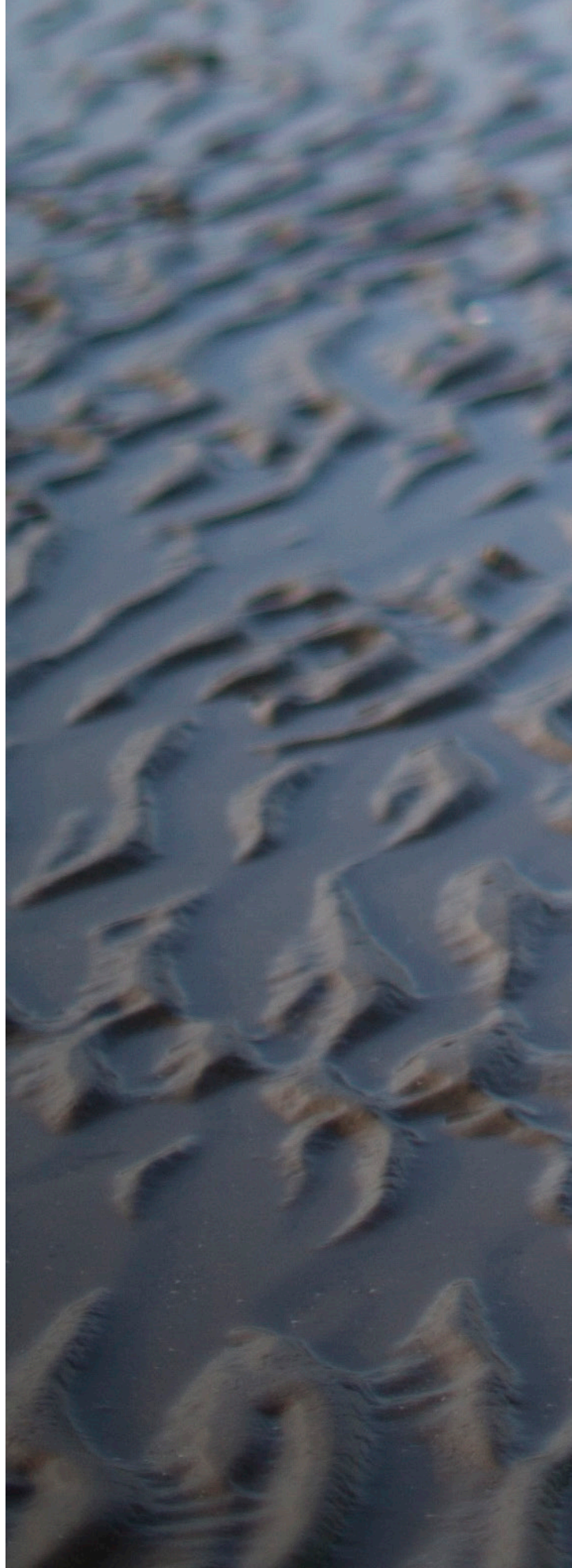
Structured deposits offer a solution to this by enabling investors to manage their risk exposure for a given level of potential return. The opportunity cost is the risk free rate of return that would otherwise be earned over the same deposit term. Investors must therefore evaluate the trade-off between these returns in their quest for better performance.

Other factors that need to be considered include the underlying asset and the term of the deposit. Taking all of these factors into account, investors are increasingly using structured deposits as a separate component in the construction of their investment portfolios in order to produce a more optimal trade-off between risk and return.

## IS THIS SUITABLE FOR YOU?

This product is suitable for investors who:

- have a minimum of €10,000 to invest
- are satisfied with the creditworthiness of KBC Bank Ireland plc, a wholly owned subsidiary of Belgian-based KBC Bank NV
- have a low tolerance to capital risk (the Secure Version is 100% capital secure at maturity and the Growth Version is 90% capital secure at maturity)
- have a high tolerance to interest risk: any interest payable is dependent on a positive performance of the Swiss Market Index
- are willing to accept a maximum potential return of 15% (AER 3.80%) in the Secure Version and 30% (AER 7.25%) in the Growth Version or a minimum potential return of 0.0% in the Secure Version and -10% in the Growth Version
- are able to commit funds for 3¾ years and do not anticipate any need to withdraw that money before the Maturity Date, even in the case of an emergency



# WHY YOU MIGHT INVEST

## Economic policy diverging

Regional economies around the world are moving in different directions. Having moved broadly in line with each other during the global financial crisis, official policy in the US, the Eurozone and many developing countries is diverging in response to fluctuating economic conditions in each region.

## Steady US economic recovery

The aggressive reduction in interest rates and buy-in of government bonds by the Federal Reserve have pushed economic growth to 2.4% in 2014 with 2.5% forecast in 2015. Employment is at an all-time high with unemployment approaching 5%. Despite core inflation of around 1.5%, a tightening in monetary policy appears likely.

## Eurozone countering deflation

With the Eurozone beset by slow economic growth, high unemployment and downward pressure on prices, particularly in light of the fall in the oil price, it remains to be seen if the European Central Bank's decision to embark on a policy of aggressive buy-in of bonds will succeed in stimulating economic activity and drive inflation up to its 2% target rate.

## Emerging economies faltering

With the notable exception of China where an over-extended property market may slow economic growth and require lower interest rates to bolster the economy, budget and current account deficits in other major developing countries have forced interest rates higher, further depressing already flagging economic activity.

## Risk appetite increasing

Despite economic and budgetary difficulties, equity markets have been propelled by strong corporate earnings and by abundant liquidity that has been recycled into government bonds, driving yields down and forcing investors to move up the risk curve. Political unrest in eastern Europe and the Middle East has failed to unnerve investors in the quest for higher returns.

## The Swiss Market Index

The Index offers a portfolio of twenty well managed and geographically diversified companies principally in the health care, consumer goods and financial sectors. Over sixty percent of the Index is currently comprised of three major companies with stable growth earnings – Novartis, Nestlé and Roche – with the remainder spread primarily across other high profile globally branded businesses.

# SWISS MARKET INDEX

## CONSTITUENTS

The Swiss Market Index (“SMI”) is a market capitalisation-weighted index of the 20 largest quoted companies that are domiciled in Switzerland. The SMI represents about 85% of the total capitalisation of the Swiss equity market and is free-float-adjusted which means that only the tradable portion of the shares is taken into account in the Index.

The current constituents are:

Company	Sector	Index Weight*
Novartis	Health Care	22.5%
Nestlé	Consumer Goods	22.2%
Roche	Health Care	17.1%
UBS	Financials	6.4%
Richemont	Consumer Goods	3.8%
Zurich Insurance	Financials	3.7%
ABB	Industrials	3.6%
Credit Suisse Group	Financials	3.3%
Syngenta	Materials	2.9%
Swiss Re	Financials	2.7%
LafargeHolcim	Materials	2.4%
Actelion	Health Care	1.3%
Givaudan	Materials	1.2%
Swisscom	Telecommunications	1.2%
Adecco	Industrials	1.1%
Swatch Group	Consumer Goods	1.1%
Geberit	Industrials	1.1%
Julius Baer Group	Financials	0.9%
SGS	Industrials	0.9%
Transocean	Energy	0.5%

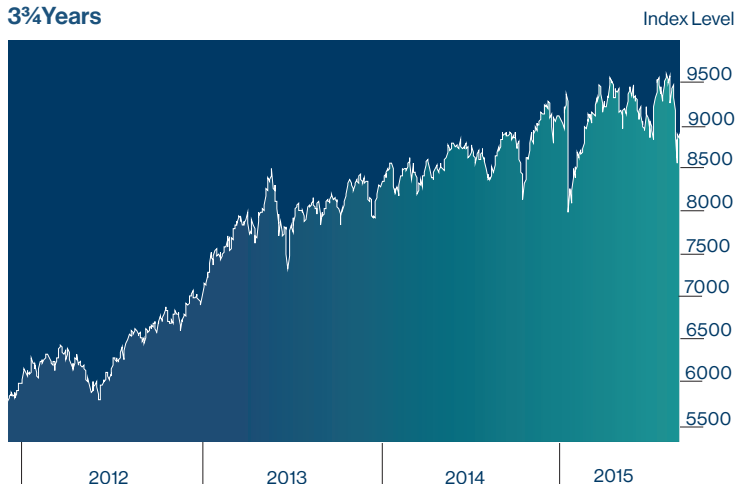
\*Rounded

Source: Bloomberg

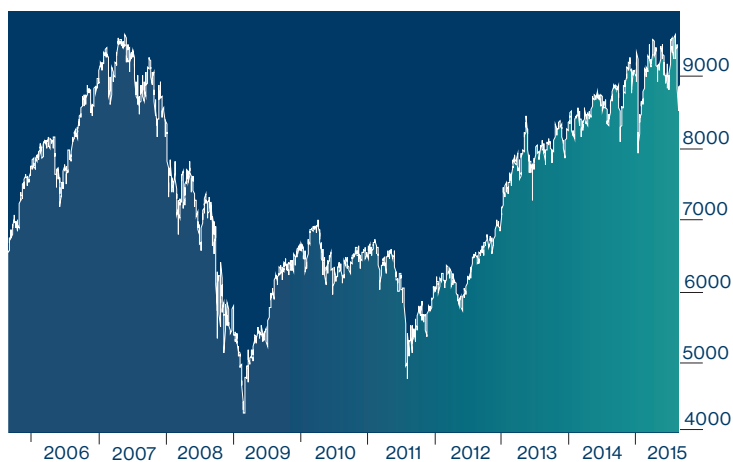
## HISTORICAL PERSPECTIVE

The charts below show the price movement of the Index over 3 $\frac{3}{4}$  and 10 years to the end of August 2015.

### 3 $\frac{3}{4}$ Years



### 10 Years



The performance of the Index to the end of August 2015 was as follows:

Year(s)	1	2	3	5	10
Performance	1.9%	13.9%	38.1%	42.8%	35.4%

Source: Bloomberg

**WARNING: PAST PERFORMANCE IS NOT A RELIABLE GUIDE TO FUTURE PERFORMANCE.**

# WHAT YOU MIGHT EARN

The Swiss Account offers you two levels of capital risk and potential return –

- the **Secure Version** provides you with 100% capital security and the opportunity to earn interest equal to 100% of the positive performance of the Swiss Market Index over the investment term subject to a maximum return of 15% (AER 3.80%) after 3¼ years.
- the **Growth Version** provides you with 90% capital security and the opportunity to earn interest equal to 200% of the positive performance of the Swiss Market Index over the investment term subject to a maximum return of 30% (AER 7.25%) after 3¼ years.

Reflecting your individual risk and return preference, you may choose to invest in any combination of the two Versions (subject to a minimum investment of €5,000 in any one Version).

If the performance of the Index is zero or negative, no interest will be earned by investors –

- in the **Secure Version** who will receive back their original investment sum.
- in the **Growth Version** who will receive back between 90% and 100% of their investment sum. If the Index performance is between 0% and -10%, the amount you receive back will be reduced by 1% for every 1% fall in the level of the Index.

For an investment of €10,000 in either the Secure Version or the Growth Version, the table below illustrates how potential returns are calculated, based on a set of assumed Index performances and a Deposit Interest Retention Tax rate of 41%.

**TABLE 1: Illustrated Calculation of Deposit Returns**

Index Performance		-15%	-10%	-5%	5%	10%	15%	20%
Secure Version	Before Tax	€10,000	€10,000	€10,000	€10,500	€11,000	€11,500	€11,500
	AER	0.00%	0.00%	0.00%	1.31%	2.57%	<b>3.80%</b>	3.80%
	After Tax	€10,000	€10,000	€10,000	€10,295	€10,590	€10,885	€10,885
	AER	0.00%	0.00%	0.00%	0.78%	1.54%	<b>2.29%</b>	2.29%
Growth Version	Before Tax	€9,000	€9,000	€9,500	€11,000	€12,000	€13,000	€13,000
	AER	-2.77%	-2.77%	-1.36%	2.57%	4.98%	7.25%	7.25%
	After Tax	€9,000	€9,000	€9,500	€10,590	€11,180	€11,770	€11,770
	AER	-2.77%	-2.77%	-1.36%	1.54%	3.02%	4.44%	4.44%

Source: KBC Bank Ireland

**WARNING: THESE FIGURES ARE ESTIMATES ONLY.  
THEY ARE NOT A RELIABLE GUIDE TO THE FUTURE PERFORMANCE OF THIS INVESTMENT.**

**WARNING: IF YOU INVEST IN THE GROWTH VERSION YOU COULD LOSE 10% OF THE MONEY YOU INVEST.**

# KEY FEATURES

## THE BANK OF ME MY KIND OF SAVINGS FOR MY KIND OF PERFORMANCE

### How does the Swiss Account work?

#### The Product Producer is:

KBC Bank Ireland plc, Sandwith Street, Dublin 2.

#### Brief Description of the Benefits of the Account:

The Swiss Account offers you the opportunity to participate in the performance of the Swiss Market Index over a 3¾ year investment term. Any interest earned will be based on the positive performance of the Index and paid within five Business Days of the Maturity Date. If the performance of the Index is zero or negative, no Interest will be earned on the Account.

The Account offers you two levels of capital risk and potential return –

- the **Secure Version** provides you with 100% capital security at maturity and the opportunity to earn interest equal to 100% of the positive performance of the Swiss Market Index subject to a maximum return of 15% (AER 3.80%) after 3¾ years.
- the **Growth Version** provides you with 90% capital security at maturity and the opportunity to earn interest equal to 200% of the positive performance of the Swiss Market Index subject to a maximum return of 30% (AER 7.25%) after 3¾ years.

If the Index performance is between 0% and -10%, the amount you receive back will be reduced by 1% for every 1% fall in the level of the Index. You may therefore lose up to 10% of the money you invest.

The minimum investment in the Account is €10,000 and the maximum investment is €1,500,000. Subject to a minimum investment of €5,000 in any one Version, you may choose to invest in any combination of the two Versions.

Capital security on the Account is provided by KBC Bank Ireland plc.

#### Averaging:

The Account is structured to give a degree of protection against a fall in the level of the Index in the last 6 months of the Term. The Final Price of the Index is calculated by taking the average level in the 6 months prior to the Final Valuation Date (7 observations) thereby safeguarding against any sharp decline in the run-up to maturity. Conversely, if there is a significant increase in the level of the Index over the final 6 months, the averaging process will lower the return that would otherwise be obtained.

#### Dividends:

The Swiss Account will not be directly invested in securities which are constituents of the Index and by investing in the Account, neither you, as an investor in the Account, nor the Bank will benefit from any dividends paid on those securities. The Account is therefore suitable only as a capital growth investment.

#### Currency Risk:

The performance of the Index is calculated according to the change in its nominal level and there is consequently no exposure to exchange rates in the Account.



## Where does my investment go?

Your proposed investment will be used, at the date of the deposit, as follows:

- 100% of your investment will be held on deposit with the Bank. In relation to Interest payable on the Account, you will be entitled to the payment of such Interest at maturity after deduction of tax (if applicable) in addition to the return of the capital secure amount of your investment.
- The Bank may, on its own account, enter into a swap arrangement with a third party whereby the Bank may agree to exchange the income stream generated by your deposit for such sums as may be necessary to pay any Interest due on the Account. Any such swap arrangement made by the Bank will not affect the obligation of the Bank with regard to any Interest payable to you under the terms of issue of the Account.
- Any benefit that the Bank receives by its use of the proceeds from your deposit over and above the Interest that is payable to you under the terms of the Swiss Account will be for the Bank's own account. In the event that the Swiss Account is distributed through an appointed intermediary of the Bank, a distribution fee up to 1.5% of the deposit sum will be payable by the Bank to that intermediary. Any intermediary remuneration will not affect the allocation of your investment in the Swiss Account or any Interest payable to you under the terms of issue of the Account.

## Do I have access to my investment?

Your investment is for the fixed Term of the Account and is intended only for investors who do not require access to their deposit prior to the Maturity Date. No withdrawal may be made before the end of the Term. The ongoing cost of funding the underlying structure that will pay any interest to you at maturity means that the capital secure portion of the Account is only payable within 5 business days of the Maturity Date. During the Term, it may be difficult to obtain reliable information about the value of or the extent of the risks to which the deposit is exposed.

## What happens if I die before the Account matures?

In the event of the death of a sole investor or last surviving joint Account holder prior to the expiry of the Term, the Account will continue to the Maturity Date in the name of the executor or administrator.

In the event of the death of a joint Account holder prior to the expiry of the Term, the Account will continue to the Maturity Date in the name(s) of the surviving joint account holder(s).

## What about tax?

Interest payable on the Account is subject to Deposit Interest Retention Tax ("DIRT") where applicable and is currently payable at 41%. On any such interest, DIRT will be deducted prior to any Interest being paid. You should include this interest amount, before DIRT, in your income tax return for the year in which it is received. Both the rate of tax and tax rules are subject to change without notice.

Some Irish resident investors, such as individuals over 65 and those who are permanently incapacitated, may be entitled, in certain circumstances and subject to the completion of certain declaration forms, to be paid interest without the deduction of DIRT. Companies, pension funds and registered charities may be entitled, in certain circumstances, to be paid interest without deduction of DIRT. It is the responsibility of investors to obtain any tax relief that may apply. Tax reliefs are those currently applying, are subject to change without notice and apply directly to the customer. You should satisfy yourself in relation to Revenue reporting requirements and any implications of non-disclosure.

If you are not resident in the Republic of Ireland for tax purposes, you may be exempt from DIRT on the Account. It is your responsibility to seek any applicable exemption. The Bank will deduct DIRT from the Account of non-residents unless a fully completed non-resident declaration form and other verification documentation required has been received by the Bank.

# TERMS AND CONDITIONS

## 1. Definitions

The following definitions apply to these Terms and Conditions and the contents of this Brochure:

**'Account'** and **'Swiss Account'** means the Swiss Deposit Account Series 10 which commences on the Start Date and comprises the Secure Version which has 100% capital security and the Growth Version which has 90% capital security, each a **'Version'**.

**'AER'** means Annual Equivalent Rate, calculated as the gross rate of interest adjusted for 365 days in a year.

**'Application'** means the completed application form together with a correctly referenced deposit for lodgement to the Account and all ancillary documentation as may be required by the Bank to open the Account.

**'Bank, we, our, us'** means KBC Bank Ireland plc.

**'Brochure'** means the document which explains the features and operation of the Swiss Account and includes these Terms and Conditions.

**'Business Day'** means a day (other than Saturday or Sunday) on which banks in Ireland are generally open for business.

**'Closing Date'** means 13 November 2015.

**'Execution Only'** means where your decision to invest is on your own initiative without investment advice having been provided by a Financial Advisor.

**'Final Price'** means the arithmetic average of the official closing Index level on the Final Valuation Date and on the 26th day (or next business day) of each of the preceding 6 months (7 observations in total). Should any event occur that prevents one or more of the closing Index level observations being taken, the basis for calculating the Final Price may be adjusted at the discretion of the Bank having regard to the event in question.

**'Final Valuation Date'** means 22 August 2019.

**'Financial Advisor'** means a qualified financial advisor employed by the Bank or by a Financial Intermediary.

**'Financial Intermediary'** means a regulated firm that is authorised by the Central Bank of Ireland to give investment advice and which is an appointed agent of the Bank.

**'Index'** means the Swiss Market Index (Bloomberg: SMI <Index>).

**'Interest'** means the gross interest payable in accordance with Clause 8.

**'Maturity Date'** means 26 August 2019.

**'Personal Customer'** means a natural person aged 18 or over opening an account in his or her sole name or in joint names with another person, a Personal Pension Plan or an Approved (Minimum) Retirement Fund.

**'Personal Pension Plan'** means a Small Self-Administered Pension, a Personal Retirement Bond (Non-Life), a Personal Retirement Savings Account (Non-Life) or a Self-Directed Pension through an insurance company.

**'Start Date'** means 26 November 2015.

**'Start Price'** means the official closing Index level on the Start Date.

**'Term'** means the period from the Start Date to the Maturity Date.

**'Terms and Conditions'** means the terms and conditions for the Swiss Account.

**'You/your'** means a Personal Customer depositing money in an account in accordance with these Terms and Conditions.

## 2. Interpretation

**2.1** The Brochure and these Terms and Conditions constitute the main terms and conditions applicable to the Account but they do not cover every possible situation that may arise. Where they do not cover a particular situation normal banking practice will apply.

**2.2** In this Brochure and these Terms and Conditions, unless the context otherwise requires, a reference to:-

**2.2.1** clauses and schedules are to clauses of, and schedules to the

Brochure or these Terms and Conditions as applicable, and the words "hereunder", "hereof", "hereto" and words with similar meaning shall be deemed to be references to these Terms and Conditions as a whole and not to any particular recital, clause or schedule of these Terms and Conditions;

**2.2.2** the singular includes the plural and references to the plural include the singular; references to the male include the female and references to the female include the male; and references to the neuter singular gender throughout these Terms and Conditions shall include all genders and the plural;

**2.2.3** any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include references to any provisions of which they are re-enacting (whether with or without modification);

**2.2.4** dates which do not fall on a Business Day shall be construed as references to the immediately subsequent Business Day;

**2.2.5** any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented or replaced (other than in breach of the provisions of these Terms and Conditions) from time to time; and

**2.2.6** any party includes its successors and permitted assigns.

**2.3** Headings and titles are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.

**2.4** In the Brochure, we may use examples to illustrate or explain a point covered by a clause but the clause and the meaning thereof is not limited to those examples.

## 3. Availability of the Account

**3.1** The Account is only available to Personal Customers. The minimum deposit in the Account is €10,000 and the maximum deposit is €1,500,000. The minimum deposit in any one Version is €5,000.

**3.2** The Account is available for Applications until the Closing Date. Any Applications received after 4 p.m. on the Closing Date will not be accepted and any incomplete Applications received by the Bank prior to 4 p.m. on the Closing Date will not be processed. The Bank accepts no responsibility for Applications until they are received by the Bank in hard copy.

**3.3** The Bank reserves the right to close the offer of the Account at any time prior to the Closing Date for any reason it, at its sole discretion, determines. Prior to submitting your application, please confirm with your Financial Advisor or the Bank that the offer is still available.

**3.4** The Bank reserves the right prior to the Start Date for any reason it, at its sole discretion, determines not to proceed with this Account and to refund your investment.

## 4. Account Opening

**4.1** Unless you are opening the Account on an Execution Only basis, your Financial Advisor is required to obtain and maintain sufficient information regarding your financial circumstances in order to comply with regulatory obligations to assess the suitability of the Account for your needs. You must also complete the relevant application form.

**4.2** To ensure compliance with our obligations in relation to anti-money laundering, the prevention of the financing of terrorism and to comply with taxation requirements, before you can open an Account and at anytime while you continue to hold and operate the Account, you will be required to produce to us the relevant documentation appropriate to your circumstances as set out in the Brochure or the Application Form.

**4.3** We reserve the right not to open an Account if we do not have satisfactory documentation that meets our legal and regulatory obligations in respect of anti money-laundering and the prevention of the financing of terrorism or for any other reason in our absolute discretion.

**4.4** You must immediately notify us in writing of any change in your name, address, telephone number or other contact details.

**4.5** To complete an Account opening, you must lodge funds by way of cheque, bankers draft or electronic funds transfer to the Account. All payments and transfers must be cleared on or before 24 November 2015.

**4.6** No interest will be paid in relation to the period from receipt of the funds up to the Start Date or in the event that the Bank does not proceed with the Account on the Start Date.

#### **5. Right to Cancel Agreement**

You have the right to cancel this agreement prior to the Start Date. If you wish to cancel, notice must be received in writing by KBC Bank Ireland plc, Sandwith Street, Dublin 2 before 4 p.m. on 25 November 2015.

#### **6. Joint Accounts**

**6.1** An Account can be opened in the name of more than one natural person. The obligations of the Account holders to the Bank in respect of these Terms and Conditions and in relation to all operations in connection with a Joint Account shall be joint and several.

**6.2** A Joint Account will always operate on the basis that any one Account holder is authorised to operate and provide instructions in respect of the Account without the authority or consent of the other Account holder.

Therefore the instructions of one Account holder shall be deemed to be the instructions of both Account holders. If you wish to place any limitations on the operation of a Joint Account you must advise us in writing signed by both Account holders. In order to close a Joint Account the written instructions of both Account holders will be required.

**6.3** Correspondence and notices including statements in relation to Joint Accounts will be sent to or served on the first named Account holder unless the other Account holder directs otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received and served upon both Account holders.

**6.4** If we become aware of any dispute or disagreement in respect of the Account (including a dispute between joint Account holders), we may suspend the operation of the Account with or without notice to you. No transactions or withdrawals will be permitted in respect of the Account until such time as we are satisfied that the dispute has been resolved. We shall not be liable for any losses, costs, fees or expenses that may arise as a result of the Account being suspended and you shall keep us fully indemnified against any costs, fees or expenses incurred by us in connection with the suspension of the Account.

#### **7. Your Investment**

**7.1** Your investment is placed in a fixed term deposit account in your name with the Bank who is the ultimate provider of the capital secure portion of the deposit and any Interest payable in accordance with Clause 8 below.

**7.2** In respect of the Secure Version, the Bank undertakes to repay 100% of your original investment at the end of the Term.

**7.3** In respect of the Growth Version, the Bank undertakes to repay between 90% and 100% of your original investment at the end of the Term if the Index performance is between 0% and -10%. The amount you receive back will be reduced by 1% for every 1% fall in the level of the Index subject to a maximum capital loss of 10%.

#### **8. Interest**

**8.1** Any Interest payable on the Account will not be determined until the Maturity Date.

**8.2** Interest will be calculated by reference to the performance of the Index according to the following formula:  $\{(Final\ Price - Start\ Price) / Start\ Price\}$

**8.3** In the Secure Version, Interest payable will be equal to 100% of the performance of the Index subject to a maximum return of 15% of the amount invested.

**8.4** In the Growth Version, Interest payable will be equal to 200% of the performance of the Index subject to a maximum return of 30% of the amount invested.

**8.5** Any Interest earned on the Account will be dependent on fluctuations in financial markets that are outside the Bank's control. The Bank gives no representation or warranty in relation to the possible future performance of the Index. Historical performance is no indication of future return.

**8.6** In the event of a corporate or other action fundamentally affecting the availability or valuation of the Index, the Bank will be entitled to substitute the Index or to make any adjustment that it deems appropriate in relation to any Interest applicable to Account.

#### **9. Early Encashment**

**9.1** Your Account is a fixed investment for the Term and is intended only for investors who do not require access to their deposit prior to its maturity. Subject to Clause 9.2 below, no withdrawal may be made before the end of the Term.

**9.2** In exceptional circumstances the Bank may, at its sole discretion and subject to reasonable conditions, permit the early encashment of the Account. The Bank may also close the Account in accordance with Clause 25 below. The capital security attaching to the Account applies only at the Maturity Date and will not therefore apply in these circumstances. If the Bank agrees to the early encashment of the Account or if the Account is closed, we will notify you of the realisable value (as determined by the Bank at its absolute discretion) applicable at that time. The realisable value will include a deduction for an administration fee equal to 1% of the original investment amount, subject to a maximum sum of €1,000 per Account. A written statement from the Bank regarding the realisable value shall, in the absence of manifest error, upon acceptance be binding on you.

#### **10. Death of Account Holder**

**10.1** We must be informed of the death or incapacity of an Account holder and the necessary documentation in accordance with legal and regulatory requirements must be provided before any transaction will be permitted on the Account after the death or incapacity of an Account holder.

**10.2** In the event of the death of a sole investor or surviving joint Account holder prior to the expiry of the Term, the Account will continue to the Maturity Date in the name of the executor or administrator.

**10.3** In the event of the death of a joint Account holder prior to the Maturity Date, the Account will continue to the Maturity Date in the name(s) of the surviving joint Account holders with the monies paid to the surviving joint Account holder(s) on maturity subject to any rights of set off or any other rights of the Bank whether statutory or otherwise.

**10.4** In the event of the death of a beneficial owner of a Personal Pension Plan prior to the Maturity Date, the Account may be encashed prior to the Maturity Date at the request of the trustee(s) or administrator of the Personal Pension Plan. The capital security attaching to the Account applies only at the Maturity Date and will not therefore apply in these circumstances. The Bank will notify the pension trustee(s) or administrator of the realisable value (as determined by the Bank at its absolute discretion) applicable in those circumstances where early withdrawal from the Account is requested. The realisable value will include a deduction for an administration fee equal to 1% of the original investment amount, subject to a maximum sum of €1,000 per Account. A written statement from the Bank regarding the realisable value shall, in the absence of manifest error, be binding on you.

#### **11. Deposit Interest Retention Tax ('DIRT')**

**11.1** In accordance with tax law, we are obliged to deduct DIRT at the then applicable rate from any Interest paid on the Account (unless you are entitled to an exemption and fulfil the required conditions).

# TERMS AND CONDITIONS

It is the responsibility of Account holders to seek any tax relief that may apply.

**11.2** A certificate of interest in respect of the Account, detailing the gross interest, the DIRT deducted, the net interest on the Account and the date of the payment of interest will be issued to you on an annual basis in conjunction with your statement. A certificate of interest will only be issued where interest has been paid in respect of the Account in a particular year.

**11.3** We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations.

## **12. Fees and Charges**

**12.1** No fees, charges or expenses (other than those which may be applied in relation to early encashment as per Clause 9) are levied by the Bank in respect of the management and operation of the Account.

**12.2** Any benefit the Bank receives from your deposit held in your Account will be for the Bank's own account and will not affect any Interest payable to you under these Terms and Conditions.

## **13. Maturity**

**13.1** The proceeds of your investment in the Account will be paid within five business days of the Maturity Date. No interest will be paid in relation to the period between the Maturity Date and the payment date.

**13.2** The Bank will contact you before the Account matures, advising you of the forthcoming maturity and seeking your instructions. If, for any reason, the Bank receives no specific instructions by the time the Account matures, the proceeds will be transferred to the Bank's Standard Demand Deposit Account in your name and the then prevailing terms and conditions of the Bank's Standard Demand Deposit Account will apply.

## **14. Representations and Warranties**

**14.1** **Where the Account holder is a natural person(s)**, you hereby warrant and represent to the Bank that you have read the Brochure including these Terms and Conditions and understand the nature and risk of investing in the Account.

**14.2** **Where the Account holder is a Personal Pension Plan** you hereby represent and warrant to the Bank that:-

**14.2.1** the Application has been duly and validly executed in accordance with the pension contract or trust deed and you are duly authorised under the pension contract or trust deed to invest in the Account;

**14.2.2** the Terms and Conditions applicable to the Account are binding on you and there is a valid, binding and enforceable pension contract or trust deed in place and the opening of the Account does not contravene any terms of the pension contract or trust deed, law or other contractual restrictions binding upon you.

**14.2.3** you are not (and would not be with the giving of notice or lapse of time or the satisfaction of any other condition or any combination thereof) in breach of or in default under the pension contract or trust deed establishing the pension plan;

**14.2.4** all necessary consents and authorisations to enable or entitle you to enter into this investment and/or open the Account have been obtained and are in full force and effect and will remain in such force and effect at all times during the term of the investment.

**14.3** **Where the Account holder is an Approved (Minimum) Retirement Fund**, the Account holder's Qualifying Fund Manager hereby represents and warrants to the Bank that:-

**14.3.1** it is authorised by the Revenue Commissioners and

**14.3.2** the Application has been duly authorised and validly executed in accordance with the agreement of the beneficial owner.

**14.4** These warranties are deemed to be given on making the Application, on the Start Date and the date upon which any interest is credited to the Account.

## **15. Telephone contact/electronic communication**

**15.1** When you contact us about the Account we may ask you to confirm answers to previously nominated security questions. If you are unable to answer these correctly or if for any reason we doubt the validity of the inquirer we can request that the queries be submitted in writing to us, signed by the Account holder(s).

**15.2** Telephone calls may be recorded to confirm instructions given, for staff training purposes, and under our quality assurance procedures. You hereby consent and agree to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings. In addition you shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.

**15.3** You hereby authorise us to accept as legally binding and to act upon instructions communicated or transmitted to us by you or on your behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the Bank ('electronic communications') as well as those delivered by hand, post or courier. We are not obliged to accept and act upon such instructions however such instructions shall be binding on you and unless we specifically request it, no written confirmation is required before we shall act on such electronic instructions. If the security questions referred to at 15.1 above are answered to our satisfaction, we shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions. We may however at our absolute discretion seek such further authentication and/or confirmation in relation to the instructions as we determine to be necessary in the circumstances which may include requiring the Account holder(s) to furnish such instructions in writing.

**15.4** We shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non-receipt or delay in receipt of, the non-transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.

**15.5** In consideration of us accepting instructions by way of electronic communication, you hereby undertake to indemnify us and keep us indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by us arising out of or in connection with such instructions so long as we have acted reasonably and in good faith.

## **16. Notices**

**16.1** Letters to the Bank can be posted to or delivered by hand and should be addressed to KBC Bank Ireland plc, Sandwith Street, Dublin 2.

**16.2** Any notices, demands or statements required to be sent to you shall, if sent by prepaid ordinary post be deemed given to you 48 hours after it was sent to your last known address or if given by hand, when delivered and if given by facsimile or secure email, when transmission is completed and confirmation receipt is received.

## **17. Currency**

The currency of the Account shall be Euro or such other currency as may from time to time be the lawful currency of the Republic of Ireland.

## **18. Force majeure**

We will not be in breach of our obligations under these Terms and Conditions nor liable to you if we are prevented from or there is a delay in providing any service to you or performing any of the Bank's obligations hereunder (including carrying out any transactions or instructions received in respect of the Account) where such failure or delay arises because of any act of God, fire, act of government or state, war, terrorism, civil commotion, insurrection,

embargo, failure of computer or communication system, prevention from or hindrance in obtaining energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of the Bank's agents or third parties or any other reason beyond the Bank's control.

#### **19. Set Off**

You hereby agree that the Bank may at any time, without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of this Account and set-off or transfer any sum standing to the credit of this Account in or towards satisfaction of any of your obligations or liabilities to the Bank, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination or consolidation requires the conversion of one currency into another, such conversion shall be calculated at a market rate of exchange customarily utilised by us in the usual course of our business (as conclusively determined by us).

#### **20. Waiver**

No time or indulgence which we may extend to you nor any waiver by us of any breach of any clause of the Terms and Conditions shall affect our rights and powers thereunder or affect our ability to enforce that term or condition at any time in the future.

#### **21. Severability**

Each of the clauses, sections and sub-sections of the Terms and Conditions is severable and distinct from the others. If at any time such clause, section or sub-section is or becomes invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any other clause, section or sub-section of these Terms and Conditions.

#### **22. Amendment and Variation**

The Bank reserves the right to amend these Terms and Conditions during the Term where the Bank, at its absolute discretion, deems it necessary and appropriate or where there is a material legal, tax or regulatory change affecting these Terms and Conditions. Any such changes will be consistent with our obligation to act honestly, fairly and professionally in your best interests. We will notify you where necessary of any changes at least 30 days in advance of such changes taking effect.

#### **23. Statutory Rights**

**23.1** If there is any conflict between these Terms and Conditions and your statutory rights, your statutory rights will prevail.

**23.2** These Terms and Conditions will not affect any legal liability or duty of care which we owe to you by law, any other duty we have to act with skill, care and diligence in connection with the provision of this financial service to you or any liability we owe to you for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of this financial service.

#### **24. Liability and Indemnity**

**24.1** Subject to Clause 23 but to the fullest extent permissible by law, we will not be liable for any direct, indirect or consequential loss or damage suffered by you resulting from or in connection with the performance by us of our obligations under these Terms and Conditions, the operation and management of the Account or the carrying out of transactions or instructions received in respect of the Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.

**24.2** You hereby agree to indemnify us in full against any loss, damage or expense which we may incur as a result of any breach by you of these Terms and Conditions.

#### **25. Suspension or Closure of the Account**

**25.1** We may suspend or close the Account immediately -

**25.1.1** if the Bank becomes aware of your bankruptcy or other act of insolvency or if you enter into a voluntary arrangement with your creditors;

**25.1.2** if we have reason to believe that you or any one joint account holder is no longer able to manage your or his/her financial affairs;

**25.1.3** if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;

**25.1.4** if you are in breach of any other agreement with us;

**25.1.5** if we must do so in order to comply with any law;

**25.1.6** if we receive a notice of attachment from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997;

**25.1.7** if you use the Account or we have reason to suspect that the Account is being used for any unlawful or other inappropriate purpose; or

**25.1.8** if for any reason these Terms and Conditions become unenforceable or void.

**25.2** In addition, we may suspend or close the Account immediately -

**25.2.1** if there is any breach of the contract or trust deed establishing the Personal Pension Plan or A(M)RF.

**25.2.2** if the pension administrator or Qualifying Fund Manager ceases to be approved by the Revenue Commissioners.

**25.2.3** if the Personal Pension Plan or A(M)RF ceases to exist or is wound up.

**25.3** In the case of the administration of an estate, if in the opinion of the Bank, the personal representative fails to manage the estate in accordance with the law.

**25.4** If the Account is closed -

**25.4.1** you must immediately pay all sums owing on the Account and any interest, fees and charges will be charged up to the date of closure.

**25.4.2** Clause 9.2 above will apply and the capital security attaching to the Account will not apply.

#### **26. Endorsement**

The Account is not sponsored, endorsed, sold or promoted by any of the companies included in the Index or by the Index sponsor, SIX Swiss Exchange Ltd. Neither any of these companies nor SIX Swiss Exchange Ltd has any obligation or liability in connection with the promotion or administration of the Account.

#### **27. Assignment**

**27.1** The Bank may (without the need for any further consent from or notice to you) assign, transfer, sell or novate, or otherwise grant interests in or dispose of the whole or any part of the benefit of the Account and its rights and obligations thereunder.

**27.2** You may not assign, transfer, sell or novate or otherwise grant interests in or dispose of the whole or any part of the benefit of the Account and its rights and obligations thereunder without the prior written consent of the Bank.

#### **28. Information**

**28.1** The Brochure, these Terms and Conditions and all information which we supply to you and all other communications with you will be in English. Information contained in this Brochure is correct as of 21 September 2015.

**28.2** You acknowledge that the Application is made on the basis of the Brochure and these Terms and Conditions, is subject to these Terms and Conditions together and that you have not relied on any representations or other information (whether oral or written) other than as set out herein.

#### **29. Governing Law**

You agree that the Account and these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

# OTHER INFORMATION FOR YOU

## Following the progress of your investment

Following the Start Date, the Bank will write to you to confirm the details of your Account. The Bank will then write to you on an annual basis, informing you of the performance of your deposit. On request, the Bank will provide you with an updated statement of your Account.

## Data Protection

The details collected from your Application, together with any other information that is furnished to us in connection with your application or your Account ("Information"), will be retained and processed by us and our subsidiary companies for the following purposes: processing and assessing the application(s), administering your Account, verifying the Information and otherwise meeting our legal and compliance obligations (which include those relating to the prevention of money laundering, financing of terrorism and fraud), quality control and group reporting and management, and if you have consented, for marketing purposes.

We may disclose Information in the following circumstances: to other companies within the KBC Bank Group, to our agents, advisers, service providers and contractors (and any subcontractors of the foregoing parties) for the above purposes, to other persons connected with your Account and to your financial advisers or other intermediaries, in the context of a sale of our business; or where we are required by any regulatory body, law enforcement agency, court or other legal process.

Your Information can be processed, recorded and retained by us in electronic form. You agree that the Bank may communicate with you electronically in relation to your Accounts, and that it may rely on such electronic communications, records, originals and documents in any dealing with you.

You have the right to receive a copy of all personal data (within the meaning of the Data Protection Acts 1988 and 2003) relating to you which is held by us following a written request (for which a small fee will be charged) and to have any inaccuracies in your personal data corrected. You may be required to provide us with sufficient information to verify your identity and locate your data.

## Complaints Procedure

We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you have any complaint in relation to the business services provided by us, you should outline the nature of your complaint to us in writing or by telephone. The complaint will be fully investigated by us and a full response will be provided to you. While our investigation of any complaint is ongoing, we will provide you with a regular written update. In the event you are dissatisfied with the outcome of your complaint you may be entitled to refer your complaint to:-

The Financial Services Ombudsman's Bureau,  
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Telephone: (01) 6620899  
Lo Call: 1890 88 20 90  
Fax: (01) 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

A copy of our complaints handling procedure is available on request.

## Conflicts of Interest

It is the policy of the Bank to mitigate and where necessary avoid conflicts of interest when providing services to our customers. If conflicts arise and they cannot be easily avoided, the Bank will inform you of the potential conflict and will use reasonable endeavours to resolve such conflicts of interest to ensure you are treated fairly. You will be required to acknowledge the conflict of interest in a durable medium should you wish to proceed with the banking service.

## STEP BY STEP GUIDE TO ACCOUNT OPENING

### 3 simple steps to help you complete this form

In order to open your account successfully, please follow the simple steps and submit all documentation required.

#### How to proceed

1. Complete the Application Form in block capitals, tick the appropriate boxes and sign where indicated.
2. The following documentation is required to be provided by personal investors for anti-money laundering and tax purposes:

- ✓ **Proof of Identity**  
Copy of passport or full driver's licence certified by your Financial Advisor (if you have had face to face contact) or by one of the following: Garda, Accountant or Solicitor.
- ✓ **Proof of Address**  
Two original utility bills, bank statements or Revenue documentation as appropriate, less than 6 months old.
- ✓ **Verification of Tax Reference Number (PPSN)**  
An original document issued by the Revenue Commissioners or the Department of Social Protection bearing your PPS number (or a copy of same certified by your Financial Advisor).

Relevant documentation will be required for tax-free status in the case of qualifying individuals aged over 65 and non-Irish residents.

3. Ensure that this Form, together with appropriate funds and all relevant documentation, is received by KBC Bank Ireland no later than 4 p.m. on the Closing Date, 13 November 2015.

A separate Application Form as well as other documentation will be required for Personal Pension or ARF/AMRF applicants. Please refer to your Financial Advisor for more details.

# PART 1 OF 4 SWISS ACCOUNT SERIES 10 PERSONAL APPLICATION FORM

I/We hereby apply for the **Swiss Account Series 10** and for that purpose

I/We hereby request you to open an account with KBC Bank Ireland plc in the name(s) of:

**Personal Details 1st Applicant (BLOCK CAPS PLEASE)**  
Please complete all sections

Title  Mr  Mrs  Miss  Ms  Dr

Full Name 

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Address 


Email Address 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Home Number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Mobile Number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Date of Birth 

	D		D		M		M		Y		Y		Y		Y				
--	---	--	---	--	---	--	---	--	---	--	---	--	---	--	---	--	--	--	--

Place of Birth 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Country of Birth 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Nationality 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Occupation 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PPS Number 

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**Personal Details 2nd Applicant (BLOCK CAPS PLEASE)**  
Please complete all sections

Title  Mr  Mrs  Miss  Ms  Dr

Full Name 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address 


Email Address 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Home Number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Mobile Number 

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Date of Birth 

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Place of Birth 

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Country of Birth 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Nationality 

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Occupation 

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PPS Number 

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Employment Status  
Paye  Self-Employed  Other (please specify)

Employment Status  
Paye  Self-Employed  Other (please specify)

Source of Funds:  
Savings  Sale of Assets  Gift/Inheritance   
Windfall Gain  Settlement/Compensation   
Other (please specify)

Source of Funds:  
Savings  Sale of Assets  Gift/Inheritance   
Windfall Gain  Settlement/Compensation   
Other (please specify)

Are you a citizen of the United States of America? \* Yes  No   
Are you resident in the United States of America  
for tax purposes? \* Yes  No   
If yes, enter your TIN number (Taxpayer Identification Number)  

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Are you a citizen of the United States of America? \* Yes  No   
Are you resident in the United States of America  
for tax purposes? \* Yes  No   
If yes, enter your TIN number (Taxpayer Identification Number)  

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\* Further information on FATCA please refer to [www.kbc.ie](http://www.kbc.ie)

\* Further information on FATCA please refer to [www.kbc.ie](http://www.kbc.ie)

**WARNING: IF YOU INVEST IN THIS PRODUCT YOU WILL NOT HAVE ANY ACCESS TO YOUR MONEY FOR 3¾ YEARS.**

# PART 2 OF 4 SWISS ACCOUNT SERIES 10 PERSONAL APPLICATION FORM

## Your Investment

Please confirm the following:

My/Our investment objective is: Capital security  Capital growth  Income generation

I/We wish to invest €  ,    ,     .   in the Secure Version. Minimum €5,000.

I/We wish to invest €  ,    ,     .   in the Growth Version. Minimum €5,000.

**Total Investment** €  ,    ,     .   Minimum €10,000.

The Account will be funded by:

Internal transfer from KBC Bank Ireland, account number

External electronic funds transfer - account details for EFT will be sent to you as soon as we process this application.

Cheque payment - cheques should be made payable to KBC Bank Ireland plc.

## Bank Account Details for Capital and Interest Payments

You must complete this section in order to receive capital and any interest payments.

Bank Name:  BIC:

IBAN:

Account Name:

## Customer Information

### 1<sup>st</sup> Applicant

Are you an existing customer? Yes  No

If Yes, Account Number

### Deposit Guarantee Scheme

Are you an employee of KBC Bank Ireland? Yes  No

If Yes, please provide details: .....

Are you connected professionally or related to an employee of KBC Bank Ireland? Yes  No

If Yes, please provide details: .....

### Security Question

(For telephone/email account enquiries)

1. Mother's Maiden Name

2. Place of Birth

3. Favourite Colour

### 2<sup>nd</sup> Applicant

Are you an existing customer? Yes  No

If Yes, Account Number

### Deposit Guarantee Scheme

Are you an employee of KBC Bank Ireland? Yes  No

If Yes, please provide details: .....

Are you connected professionally or related to an employee of KBC Bank Ireland? Yes  No

If Yes, please provide details: .....

### Security Question

(For telephone/email account enquiries)

1. Mother's Maiden Name

2. Place of Birth

3. Favourite Colour



# PART 3 OF 4 SWISS ACCOUNT SERIES 10 PERSONAL APPLICATION FORM

## Joint Accounts

Please select one of the following:

Statements and/or correspondence are to be sent to:  jointly, to the first address  individually, to each address

Please state any limitations that you wish to place on the Account:

.....

.....

**WARNING:** If the Account is a Joint Account then either Account holder may provide instructions in relation to the Account and generally operate the Account without the consent or knowledge of the other Account holder. Should you wish to impose limitations on the operation of the Account please notify us in writing on the Application Form above.

## Declaration

1. I/We hereby request KBC Bank Ireland plc to open and continue a deposit account in my/our name(s) until the end of the Term.
2. I/We declare that the details above are correct.
3. I/We are over 18.
4. I/We were offered the facility of having a full financial review performed and, in such circumstances, were afforded the opportunity to avail of having a third party present during the investment sales process.
5. I/We have been provided with, understand and agree to be bound by (1) the Terms and Conditions and (2) the Data Protection paragraphs set out in this Brochure.
6. I/We explicitly consent to the use, retention and reproduction of sensitive personal data (e.g. information about your health) and acknowledge that if I/we do not permit such processing, it will not be possible to provide me/us with this product.
7. I/We have sufficient other funds available in the event of an emergency arising to cover any expenses (such as medical and long-term care) that may occur during the investment term.
8. I/We understand that the investment will not be deemed to have been made until the application has been accepted by the Bank and that, if and when accepted by the Bank, the investment will commence on 26 November 2015.
9. I/We understand there is no access to the funds invested until maturity.
10. I/We understand that 100% capital security is provided by the Bank on the Secure Version and 90% capital security on the Growth Version.
11. Investment advice: I/we declare that –

Yes, I/we have received professional investment advice.

No, I/we have NOT received professional investment advice and wish to proceed on an Execution Only Basis.

I/We acknowledge that I/we have requested information on the Swiss Account and confirm that I/we do not wish to provide information in respect of my/our financial history and investment objectives to determine the suitability of this investment for my/our purposes but wish to proceed with the investment on an Execution Only basis. By doing so I/we acknowledge that I/we are waiving my/our right(s) as a consumer in relation to the suitability of this product. I/We have not obtained any assistance in the choice of product from a Financial Advisor.

Please be advised that, if you have ticked 'No' above, the Bank does not have the information necessary to determine the suitability of the Swiss Account for you and you make this investment at your own risk.

Signed:  Date:   
1<sup>st</sup> Applicant

Signed:  Date:   
2<sup>nd</sup> Applicant

# PART 4 OF 4

## SWISS ACCOUNT SERIES 10

### PERSONAL APPLICATION FORM

#### To Receive Promotional Communications

A member of the Bank may contact the person(s) identified overleaf in connection with this application. In addition, from time to time, the Bank would like to notify its customers of promotional offers, competitions and information on products and services available from KBC Group and carefully selected third parties. The personal data provided on this form may be used to send marketing material or to electronically communicate (by email or text message) or to telephone named customers about such products and services.

If you do not want to receive these communications, please tick this box: Applicant 1  Applicant 2

If you later decide that you do not want to receive this information you can write to

Marketing Department,  
KBC Bank Ireland,  
Sandwith Street,  
Dublin 2

or email: [marketing@kbc.ie](mailto:marketing@kbc.ie)

#### Intermediary Declaration

I have met the above applicant(s) face to face Yes  No

I, the undersigned, declare that –

1. I have sighted all original relevant money laundering documentation in respect of the applicant(s) as per the Criminal Justice (Money Laundering & Terrorist Financing) Act 2010 (as amended) (the "AML Act") and any codes/instructions issued or approved by the Central Bank of Ireland or any other appropriate body, and have provided copies of the original documentation to KBC Bank Ireland plc. I certify that I will retain same for the required period of time taking into account the AML Act, any codes/instructions issued or approved by the Central Bank of Ireland or any other appropriate body and all other relevant legislation including but not limited to the Companies Act 2014 and the Statute of Limitations 1957-1991.
2. If the applicant(s) has/have obtained assistance in relation to this investment, appropriate fact-find and suitability obligations have been performed.
3. Where, during discussions with the applicant(s), you have identified any vulnerabilities, please advise the nature of the vulnerability:  
.....
4. If the application is being made on an Execution Only basis, the applicant(s) has(ve) been warned in writing that I do not have the information necessary to determine the suitability of this product for the applicant(s).

Financial Intermediary:

Financial Intermediary Code Number:

Financial Advisor Name:

Financial Advisor Signature:

Date:

# ABOUT KBC

Headquartered in Brussels, KBC Group is an integrated bank-insurance group focused on serving retail, private banking, SME and mid-cap clients.

It occupies leading positions in its home market of Belgium and in the Czech Republic, Slovakia, Hungary and Bulgaria, where it offers a comprehensive range of banking, asset management, life and non-life insurance products and services. Apart from Ireland, it has a limited presence elsewhere in the world, primarily to support corporate clients from its core markets.

KBC Group is positioned as a well-capitalised and risk-aware entity that has set itself a common equity ratio target under Basel III guidelines of at least 10.5% of total risk-weighted assets. This stood at 16.7% fully loaded at 30 June 2015 at which point the Group tier-1 ratio under Basel III was 18.3%.

With a current stock market capitalisation of €24 billion, KBC Group is one of the 25 largest financial organisations in Europe, employing some 36,000 staff worldwide and serving 10 million customers through more than 1,600 branches.

The banking unit within KBC Group is KBC Bank NV which has a current long term credit rating of A from Standard & Poor's.

## KBC Bank Ireland plc ('KBCI')

KBCI is a wholly owned subsidiary of KBC Bank NV. It has a strong presence in Ireland where it has been operating for 40 years providing business and personal banking services to customers.

We are committed to delivering innovative personal banking solutions to our customers. With over 1,000 employees, you can be secure in the knowledge that you are dealing with a bank that understands your needs and is supported by a financially sound parent.

KBCI had a tier-1 ratio of 11.8% (Basel III) at 30 June 2015 and currently has a long term credit rating of BBB- from Standard & Poor's.

The Bank is registered with the Companies Registration Office under registration number 40537. Its Value Added Tax number is 8F86824G.

KBC Bank Ireland plc is regulated by the Central Bank of Ireland.

## You can contact us:

- (a) by calling in to any of our offices the locations of which are set out on our website or
- (b) by telephone at 1800 51 52 53 or
- (c) by email at [salesenquiries@kbc.ie](mailto:salesenquiries@kbc.ie) or
- (d) by writing to KBC Bank Ireland plc, PO Box 8666, Sandwith Street, Dublin 2.

# JOIN A BANK THAT'S ALL ABOUT YOU

Pop in to one of our Hubs in Dublin, Kildare, Wicklow, Kilkenny, Cork, Limerick, Galway and Waterford, call us on 1800 51 52 53 or talk to your Financial Advisor today.