



Basic documents BKB



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Terms and Conditions

2024 version

These conditions serve to govern clearly the relationship between the Client and Basler Kantonalbank (the "Bank"). Special agreements remain reserved. Certain categories of business are subject to the Bank's special regulations as well as to established rules of banking practice.

In case of differences between the German and English version of this document the German version shall prevail.

1. Power of disposition

Instructions pertaining to authorized signatures (power of disposition) communicated to the Bank shall be valid until explicit communication of any changes and regardless of any other entries in the Commercial Register or public announcements. Accounts or custody accounts held in the name of multiple persons can be used only by the authorized persons jointly, unless agreed otherwise.

2. Verification of authorization and due-diligence obligations

The Bank will exercise the verification of authorization with the customary due diligence.

Losses or other disadvantages resulting from the failure to recognize inadequate proof of identify, especially such arising from signature and document forgeries or the manipulation of electronic transmissions, shall be borne by the Client, provided that the Bank has exercised the verification of authorization with the customary due diligence.

In particular, the Bank is not obligated to compare information and instructions transmitted to the Bank by the Client or an authorized person to other information and instructions from the Client.

The Client is obligated to store his banking documentation securely so that unauthorized persons cannot access the information contained therein. If he issues instructions, the Client will take all safety precautions that reduce the risk of fraud. He will keep electronic means of authentication (incl. passwords and codes) secret, store them separately from each other, and follow any safety recommendations from the Bank regarding electronic services/products in order to prevent misuse. If the Client determines any irregularities, he will notify the Bank immediately. The Client will be responsible for any losses resulting from a breach of these due diligence obligations.

The Bank will take reasonable measures to detect and prevent fraud. If it infringes the customary due diligence in doing so, it will assume the damage incurred.

If any losses or other disadvantages are incurred without

the Bank or the Client having infringed their due diligence, then the party into whose area of influence the action causing the damage was placed shall be responsible. The Bank is not responsible for any losses or other disadvantages arising from errors in transmission, technical disruptions, and illegal intervention in the Client's hardware/software.

The Bank is authorized at any time in the course of interaction with the Client and his authorized agents to take measures for verification of authorization. The Client will be responsible for any losses resulting from any delays caused by such measures.

3. Insufficient capacity to act

The Client will notify the Bank immediately in writing in case of insufficient capacity to act on the part of his authorized agents or other third parties acting on his behalf. If he fails to do so, or if the incapacity to act is on the part of the Client himself, he will be responsible for the damage resulting from insufficient capacity to act, provided that the Bank, its employees, or agents have not infringed the customary due diligence.

4. Communication from the Bank and errors in transmission

The Bank is authorized to communicate by postal service, telephone, electronic channels (e.g. email, fax, text message, online banking, mobile apps, and other electronic communications channels), as well as other transmission and transport means, to the contact data used in connection with the Bank or provided explicitly to the Bank by the Client or his authorized agents.

The Client is obligated to keep the Bank informed of updates to the information provided regarding himself or his authorized agents, such as name, address, place of residence, email address, phone number, etc.

Communications from the Bank shall be deemed to have been delivered in a legally effective manner if sent in accordance with the latest contact data provided by the Client or otherwise deposited according to the instruction from the Client.



The date on the copies or mailing lists held in physical or electronic format by the Bank shall be considered the mailing date.

The Bank may make legally relevant information, conditions, and documents available to the Clients, as well as meet its obligations of information, disclosure, and publication (e.g. contained in financial market regulations governing investor protection and transparency), by means of publication on the Internet (at www.bkb.ch).

The Bank will exercise the customary due diligence in the use of postal services, telephone, electronic or other means of forwarding or transport. It shall be responsible for any damage specifically from loss, delays, irregularities, duplication, or technical disruptions and business interruptions, if it has infringed the customary due diligence. If the Bank has exercised the customary due diligence, then the Client shall be responsible for these damages.

5. Complaints

Complaints from a Client relating to the execution, non-execution, or incorrect execution of orders or objections to communications must be lodged immediately, and no later than the deadline specified by the Bank.

If documents or communications that the Client expects (e.g. account or custody account statements, trading statements) are not received, the Client must notify the Bank immediately.

Account and custody account statements must be contested within one month after being sent by the Bank.

If no complaints are duly lodged, the execution or non-execution and the relevant communications and statements shall be deemed to have been approved.

In any case the Client is responsible for any damage arising from a delay in the lodging of a complaint.

6. Execution of orders

If the Client issues one or multiple orders that exceed his available balance or the loan granted to him, the Bank may determine at its own discretion, without regard to the date or time of receipt, which instructions should be executed in part or in full.

If damage is incurred as a result of non-execution, insufficient or late execution of orders (excluding stock market orders), the Bank shall be liable only for the loss of interest.

In cases involving the risk of more extensive damage, the Client must draw the Bank's attention to this risk in advance; otherwise he shall be responsible for the damage.

7. Right of lien and offset

The Bank has a right of lien on all the Client's assets and on all assets it holds for the Client's account, either at its own premises or elsewhere, and a right of offset relating to all receivables for all existing or future claims, irrespective of the due date or currency or whether these claims are specifically secured.

This right of lien and offset applies also for any indemnification or exemption claims of the Bank, particularly if they are asserted in connection with transactions executed for the Client or assets held for the Client by third parties (including issuers, liquidators, trustees, receivers, institutions, and authorities).

If the Client is in arrears with his obligations, the Bank may, at its discretion, including in terms of the sequence, liquidate the pledged items either by enforcement or freely, or to initiate proceedings against the Client for distraint or bankruptcy, in accordance with the right of lien.

8. Interest, prices, taxes, and charges

Agreed or customary interest and prices (surcharges, [including balance fees], commissions, fees, etc.) as well as taxes and charges will be charged to the Client promptly, monthly, quarterly, semiannually or annually, at the discretion of the Bank.

If multiple persons are named on the account, these shall bear liability jointly and severally.

The current interest, prices, and other product terms are based on available fee schedules and product data sheets. Changes are possible at any time, specifically in the case of changes in money market conditions or the costs, and in the event of reevaluation of business risks, through adjustment of the fee schedules and product data sheets. The Client will be notified of such changes in advance by appropriate means.

Interest rate changes, price increases, newly introduced prices and amendments to product terms shall be deemed to have been approved if the Client does not terminate the affected product or the affected service within 30 days from communication. Notice or withdrawal periods according to separate conditions or agreements shall remain in effect. In the case of termination due to a price increase or newly introduced prices, the prices according to the fee schedules and product data sheets will not be charged on the closure of the product or the termination of the service, whereby the prices applicable prior to the amendment shall apply until the expiry of the notice or withdrawal periods.

For services not included in a fee schedule or product data sheet that are performed by the Bank on the Client's



instructions or are presumed to be in the Client's interest and are normally expected to be rendered for payment only, the Bank may determine the amount of said remuneration at its own discretion.

Any taxes and charges that are imposed at or by the Bank in connection with the Client's relationship to the Bank or that the Bank must collect due to Swiss or foreign law, international agreements, or contractual agreements with foreign entities (e.g. 30% withholding tax in accordance with the U.S. Foreign Account Tax Compliance Act, or FATCA), as well as charges incurred at the Bank, shall be charged or can be passed on to the Client.

9. Foreign currencies

Bank assets that correspond to the Client's foreign currency assets shall be invested in the same currency either in or outside the country of the currency in question in the name of the Bank but at the expense and risk of the Client. The Client shall bear the proportionate share equivalent to his balance of the risk affecting the total investment, particularly from statutory or official restrictions and taxes and other charges in all affected countries.

The Client may freely dispose of funds in foreign currencies by sale or transfer. Other methods require the approval of the Bank.

In the absence of instructions stipulating otherwise, the Bank is entitled to credit or debit foreign currency amounts in Swiss francs – and namely at the exchange rate of the date of receipt or processing – unless the Client holds an account in the relevant foreign currency. If the Client holds accounts only in other currencies, the Bank may credit or debit the amount in one of these currencies at its discretion.

10. Bills of exchange, cheques, and similar instruments

The Bank is entitled to debit the Client's account with bills of exchange, cheques, or similar instruments previously credited or discounted in the event of their non-payment. This applies also if previously paid cheques are subsequently determined to be stolen or otherwise lost, forged, or defective. Pending the payment of any balance resulting, however, the Bank retains a claim to payment of the total amount of the bill of exchange, cheque, or similar instrument, including ancillary claims, against all obligors associated with said instruments.

11. Termination of the business relationship

The Client and the Bank may at any time discontinue existing business relationships with immediate effect or at a later date. In particular, the Bank can cancel credit limits at any time and declare their balances due for immediate payment, subject to separate agreements and terms of cancellation in effect for specific products.

12. Limitation of services, liquidation

In order to comply with legal, regulatory, or contractual requirements, to adhere to the customary due diligence, or to assure irreproachable business conduct, the Bank may limit services to the Client, either partly or completely. This applies irrespective of supplemental rules governing individual bank services. In particular, the Bank may block the account and custody account relationship, the execution of orders of any type (e.g. orders for deposits or withdrawal, for transfers or assignment of balances, securities, and other assets, or for netting), as well as generally refuse to accept assets or credits.

In the event of a termination or if stored assets or balances can no longer be stored by the Bank due to legal, regulatory, product-specific or other reasons, the Client shall be obligated to advise the Bank, if requested, as to where these assets and balances should be transferred.

If, after a reasonable period set by the Bank due to termination of the business relationship or limitation of services, the Client fails to advise the Bank as to where the assets and balances held by the Bank should be transferred, the Bank may physically deliver or liquidate the assets. The Bank may deposit, with discharging effect, the proceeds and remaining balance of the Client to the location designated by the judge or in the form of a cheque to the Client's last known delivery address.

13. Holidays

In all business transactions with the Bank, Saturdays are treated the same as an official public holiday.

14. Outsourcing of specific Bank activities

The Bank may outsource specific Bank activities and services, in part or in full, to service providers (other banks and legal entities within the Basler Kantonalbank Group or third parties) within Switzerland or abroad. In connection with outsourcing, it is possible that data relating to the business relationship with the Client may be transmitted to, or collected by, service providers, and that these service providers may also use further service providers. All service providers are bound by confidentiality requirements.

15. Compliance with legal and regulatory requirements

The Client is responsible for compliance with legal requirements applicable to him as well as to other persons involved in the bank relationship or the assets (including tax laws and disclosure and reporting obligations). He shall adhere to the legal requirements applicable to him at all times. On the request of the Bank, the Client will document that he and other persons involved in the relationship have complied with the respective applicable regulations.

16. Banking secrecy and data protection

Governing bodies, employees, and agents of the Bank are

subject to legal obligations regarding the protection and confidentiality of data relating to the business relationship with the Client.

The obligation of the Bank to preserve banking secrecy does not apply in the event of legal or regulatory disclosure or reporting obligations of the Bank, in case of consent by the Client, or in the presence of other legal justifications, such as in particular the safeguarding of legitimate interests of the Bank. In particular, banking secrecy does not apply:

- a) Towards third parties in Switzerland and other countries (e.g. brokers, banks, transaction registers, stock exchanges, processing agents and third-party depositors, issuers, authorities responsible and other involved third parties) in transactions and services rendered by the Bank for the Client (e.g. account and custody account management or the handling of payment, securities, foreign currency and other Client transactions), specifically those with international connections. Such disclosures may arise from Swiss or foreign law, self-regulation, market practices, contractual terms or conditions of issuers, service providers and other parties on which the Bank relies for the handling of such transactions and services;
- b) In the event of proceedings by the Client or other parties involved in the banking relationship or the assets in Switzerland or other countries being imminent or initiated against the Bank (also as a third party);
- c) To safeguard the enforcement in Switzerland or in other countries of receivables or other rights towards the Client and for the realization of securities provided for the Client;
- d) In the event of complaints by the Client or other parties involved in the banking relationship or the assets relating to the Bank made in public, towards the media or the authorities;
- e) For the exchange of information between the Bank and other banks and legal entities of the Basler Kantonalbank Group within Switzerland for business purposes such as end-to-end and efficient performance and handling of client-facing bank business, information on the range of services of Group entities, ensuring risk management, compliance with statutory and regulatory regulations or for other compliance issues. The recipients are bound by the confidentiality provisions;
- f) For performing outsourcings in accordance with Art. 14.

The Bank stores and processes data relating to the business relationship with the Client, as well as data from third-party sources, and may create and process profiles from the data. These profiles can be exchanged and used between the Bank and other banks and legal entities of

Basler Kantonalbank Group for the purposes stated in letter e) above, as well as for market research and marketing purposes.

The Bank publishes the principles of its processing of personal data and any updates of such principles on its website (www.bkb.ch/data-protection).

The Client acknowledges that data transmitted to a foreign country are no longer protected under Swiss law, but are instead subject to the provisions of the respective foreign legal system, which may possibly not provide adequate protection.

Depending on the circumstances, authorities located there may access data or demand that such data be surrendered to them.

17. Dormancy

The Client is obligated to take necessary measures to prevent the business relationships existing between him and the Bank from becoming dormant in accordance with the pertinent regulations. In particular, the Client is obligated to notify the Bank promptly of any change of address or name (e.g. due to marriage).

The Client acknowledges that the Bank is obligated to report the business relationship to a central reporting office as soon as the relationship has become dormant.

Alongside the charges set out in Art. 8, the Bank is entitled to debit to the Client a special charge plus compensation for all expenses incurred in connection with the dormancy.

18. Amendments to the Terms and Conditions

The Bank may amend the Terms and Conditions at any time. These amendments will be communicated to the Client in advance by appropriate means and shall be deemed as approved unless written objection is received within one month.

19. Applicable law and place of jurisdiction

All legal relationships between the Client and the Bank are subject **exclusively to Swiss law**. The place of performance, place of debt collection for clients with foreign domicile and **exclusive jurisdiction for all disputes is Basel**. The Bank shall be entitled to initiate legal proceedings against the Client at the competent court of his domicile or at any other competent court; Swiss law shall, however, remain exclusively applicable.

Mandatory provisions as to the place of jurisdiction under Swiss law shall take precedence.



Safe custody regulations

In case of differences between the German and English version of this document the German version shall prevail.

1. Applicability

These Safe custody regulations are applicable in addition to the Terms and Conditions for storage, book entry, and management of valuables and other suitable items (safe custody assets) by Basler Kantonalbank (the "Bank"), especially if these are kept in the form of intermediated securities. They supplement any other contractual agreements that may exist.

2. Acceptance of items

The Bank accepts safe custody assets generally in open custody accounts, specifically:

- Intermediated securities, securities, security rights, and other non-certificated money and capital market investments, as well as other financial instruments, for safekeeping (and/or book entry) and management;
- Acceptable precious metals and coins in merchantable form and quality, as well as mortgage securities and documentary evidence (e.g. insurance policies) for safekeeping.

The Bank may decline to accept such items without stating a reason. This applies in particular if the Client does not fulfil the relevant investment restrictions.

If the Bank no longer wishes to store the safe custody assets due to investment restrictions or for legal, regulatory, product-specific or other reasons, the Bank will ask the account holder for instructions on where to transfer the safe custody assets. If instructions from the Client are not received within a reasonable period set by the Bank, the Bank may physically deliver or liquidate the assets.

The Bank may verify the authenticity of the items deposited by the Client or may check them against a stopping list or have them inspected by a third party domestically or outside Switzerland without however, assuming any liability. In this case the Bank will execute sales and delivery orders and management actions only after inspection has been completed. The costs of the inspection may be invoiced to the Client.

3. Due-diligence obligation

The Bank effects with the customary due diligence book entry, safekeeping and management of the safe custody assets.

4. Return and transfer of safe custody assets

Subject to periods of notice, provisions of law, statutes of

issuers, security rights of the Bank, and special contractual agreements, the Client may at any time instruct the Bank to deliver to him or transfer safe custody assets in accordance with the legal regulations in effect at the place of safekeeping and in keeping with the customary delivery period and form. The fees for delivery and transfer are based on the accessible fee schedules/product data sheets. Where delivery is made from collective safe custody deposits, the account holder shall not be entitled to any particular numbers, denominations, mintings, etc.

Transport and dispatch by postal service of safe custody assets shall be at the Client's expense and risk. If a declaration of value is required, the Bank shall execute this at its own discretion in the absence of special instructions from the Client.

5. Duration of agreement

The safe custody arrangement is of unlimited duration. It shall not lapse upon the decease, incapacity, or bankruptcy of the Client.

6. Conditions

The current conditions and other charges are based on available fee schedules and product data sheets. Changes are possible at any time, specifically in the case of changes in costs and reevaluation of business risks, through adjustment of the lists and product data sheets. The Client will be notified of such changes in advance by appropriate means.

The Bank may, at its discretion, charge reasonable compensation for any services rendered by the Bank that are not included in a fee schedule/product data sheet but that are rendered on behalf of, or in the presumed interests of, the Client and are normally expected to be rendered for payment only (e.g. commissions and third-party expenses, procedural and legal costs incurred by the Bank in connection with the safe custody assets).

7. Third-party payments

The Bank may receive financial and non-financial compensation from vendors of financial instruments (product vendors; incl. Group companies) for the distribution and/or custody of financial instruments (third-party payments). The compensation amount is calculated according to the investment volumes held or the transaction volumes achieved in such financial instruments across the entire Bank (structured products).

Third-party payments may incentivize the Bank to consider financial instruments for which the Bank generally receives third-party payments or for which it receives higher amounts of third-party payments. However, the



Bank takes account of such a possible conflict of interests in order to prevent any negative effects for its Clients. The Bank ensures that investment decisions and recommendations fulfil qualitative criteria, and that these are not connected with third-party payments.

The Bank discloses the subject matter and percentage ranges of possible third-party payments based on the Client's investment volume in the "Third-party payments" information sheet. The information sheet is an integral part of these Safe custody regulations. The relevant current version is available on the Bank's website at www.bkb.ch/basic-documents and can also be obtained from the Bank.

The Client acknowledges and agrees that the Bank will retain third-party payments it receives: He waives surrender of the same in the knowledge of the third-party payments pursuant to the information sheet. Individual agreements ascertainable in writing (e.g. in the asset management contract, investment advice agreement, Easy Trading agreement) take precedence.

If requested, the Bank will provide the Client with detailed information on the total amount of third-party payments pertaining to him.

8. Storage of the safe custody assets

The Bank is authorized to hold the safe custody assets separately or in collective deposit with a third-party custodian either domestically or outside Switzerland in its own name but for the account and at the risk of the Client. In case of third-party storage, the Bank shall be liable only for the customary due diligence in the selection and instruction of the third-party custodian.

Redeemable assets may also be held in collective safe custody. Safe custody assets that need to be kept separately because of their nature or for other reasons will be excluded from collective safe custody arrangements. Safe custody assets held outside Switzerland shall be subject to local laws and practices. Third-party custodians may assert a right of lien or other security right over the safe custody assets.

If foreign legislation makes it difficult or impossible for the Bank to withdraw safe custody assets held outside Switzerland, the Bank shall be obliged only to procure a pro rata restitution claim for the Client at a depository or correspondent bank of its choice at the deposit location, if such a claim exists and is transferable.

9. Registration of the safe custody assets

Safe custody assets of Swiss issuers made out in a particular name will be registered in the name of the Client in the relevant register (e.g. share register), if explicitly

authorized by the Client. Consequently, the data transmitted for registration (in particular, the Client's identity) will be known to the relevant agency (company, registry administrator, etc.).

If registration in the name of the Client is either contrary to normal practice or not possible, the Bank may, for the account and at the risk of the Client, have assets registered in the name of a third party or in its own name.

10. Reporting and disclosure obligations

The Client is responsible for fulfilment of all duties of reporting and disclosure, as well as other obligations (e.g. disclosure of shareholdings, submission of a takeover offer), to companies, stock exchanges, authorities, or other market participants. Definitive in this regard is the applicable domestic or foreign law. The Bank is not obligated to advise the Client of his reporting obligations. If the safe custody assets are registered in the name of a nominee company or in the name of the Bank, the Client must notify the Bank immediately of any reporting obligation.

The Bank may refuse, under notice to the account holder, to take, either wholly or in part, any administrative actions for safe custody assets that result in reporting or disclosure obligations for the Bank.

The Client is solely responsible for complying with any restrictions in effect, fulfilling requirements, or obtaining the required approvals in accordance with applicable domestic or foreign law if he executes or authorizes transactions with safe custody assets.

The Client is responsible for obtaining information regarding such reporting and disclosure obligations and restrictions, etc.

If such obligations are not required until after a purchase has been effected, the Bank will be authorized to sell the affected safe custody assets if it has not received the authorization for disclosure from the Client in time despite having warned the Client of the sale.

11. Conversion of safe custody assets

The Bank is entitled to have submitted documents annulled, replaced by vested rights, and to hold securities and vested rights – if the requirements are met – through credit to a securities account as book-entry securities. Similarly, the Bank is entitled, if intended by the issuer, to request printing and delivery of securities.

12. Administration

Without awaiting specific instructions from the Client, the Bank will attend to the usual administrative transactions, such as:



- Collection of interest, dividends, other distributions, and repayable capital amounts falling due;
- Exchange and subscription of safe custody assets without right of choice by the Client (splits, spin-offs, etc.);
- Monitoring of redemptions, terminations, conversions, subscription rights, amortizations of safe custody assets, etc.

If the Bank is unable to manage the individual assets in the ordinary manner, it will communicate this fact to the Client by a notice that the assets were booked into his custody account, or by other means.

If specifically instructed by the Client to do so in a timely manner, the Bank will also perform administrative actions such as:

- Exercise of subscription, conversion, and option rights;
- Performance of conversions;
- Payment on partly paid safe custody assets;
- Execution of orders from securities offers in connection with public takeover bids, mergers, splits, conversions, etc.

Whenever possible, the Bank will advise the Client by appropriate means of upcoming events pertaining to the safe custody assets. If instructions from the Client are not received in time, the Bank will be entitled but not obligated to act at its own discretion. Normally, unexercised subscription rights are sold, and repurchase, replacement, and conversion options are not accepted.

The Bank will not perform any administrative acts, in particular for:

- Registered shares without coupons, if the Bank's address is not given as the postal address for dividends and distributions;
- Safe custody assets traded exclusively or predominantly in a foreign country but held as an exception in Switzerland;
- Mortgage items and documentary evidence (e.g. insurance policies).

In performing all administrative acts, the Bank will proceed on the basis of the standard banking information to which it has access, although without assuming any responsibility.

For as long as the assets are managed by the Bank, the Bank will be entitled but not obligated to issue necessary instructions to and obtain required information from issuers or third-party custodians.

It is the responsibility of the Client to assert his rights arising from the safe custody assets in legal, insolvency, or similar proceedings and to procure the needed information.

13. Credits and debits

Sums will be credited or debited to an account held at the Bank designated by the Client. In the absence of instructions stipulating otherwise, the Bank will be entitled but not obligated to convert sums in a foreign currency to Swiss francs.

Credits will be made subject to collection. The Bank will be entitled to reverse entries made in error, specifically also subsequently without time limitations after completed posting to the safe custody account or the Client's account. The Client acknowledges that such adjustments by the Bank will be made without prior consultation with the Client. The provisions relative to cancellation as defined in the Law on Intermediated Securities remain valid.

Changes in instructions relating to accounts must be received by the Bank at least five bank working days before the transaction falls due.

14. Account statements

As a rule at the end of the year, the Bank will provide the Client with a statement of the safe custody assets deposited. The statement can include other assets not covered under these regulations. Safe custody assets will not be designated specifically as such.

Valuations of the contents of safe custody accounts are based on non-binding values taken from standard banking information sources. The Bank assumes no liability for the accuracy of this information or for any information in connection with the posted values.

15. Changes to the Safe custody regulations

The Bank reserves the right to make changes to the Safe custody regulations at any time. These changes will be communicated to the Client in advance by appropriate means and shall be deemed as approved unless written objection is received within one month.

Third-party Payments

Basler Kantonalbank (the “Bank”) enables its Clients to access a wide range of financial instruments, including investment funds and structured products. The Bank receives or may receive financial and non-financial compensation from vendors of financial instruments (product vendors, incl. Group companies) for the sale and/or custody of financial instruments (third-party payments). These third-party payments may also be called sales commissions, retrocession fees, trailing commissions or discounts.

Whether the Bank passes on the third-party payments received to the Client or retains them depends on whether or not the Client has waived the right to have these payments credited to him/her. Irrespective of the relevant business relationship with the Client, such third-party payments between the Bank and the vendor will be set out in special contracts. The Bank is informing the Client about this by means of this information sheet.

BKB Investment Solution

The Bank receives third-party payments from the fund managers. The BKB Investment Solution is the Bank’s own umbrella fund consisting of various sub-funds. The amount of third-party payments is calculated from the total investment volume of the relevant sub-fund of the BKB Investment Solution. The third-party payments form part of the effective management fee indicated in the fund prospectus. Based on the amount invested by the Client in the relevant sub-fund (investment volume), which is held in a separate custody account, the third-party payment is payable quarterly and is as follows:

BKB Investment Solution

Income	0.88 % p.a.
Balanced	0.90 % p.a.
Growth	0.87 % p.a.
Sustainable Income	0.82 % p.a.
Sustainable Balanced	0.84 % p.a.
Sustainable Growth	0.74 % p.a.
Sustainable Equities	0.71 % p.a.
Rule-Based	0.77 % p.a.

Other investment funds and structured products

Investment funds

The Bank may receive third-party payments from the fund management. The amount of third-party payments is calculated from the investment volumes held in such investment funds by all parts of the Bank. The third-party payments form part of the effective administration fee indicated in the relevant fund prospectus. The third-party payments based on the amount the Client invests in the relevant investment fund (investment volume) fall within the following ranges and depend on the fund category: are paid periodically (quarterly, half-yearly, or annually):

Money market funds	0–1.0 % p.a.
Bond funds	0–1.5 % p.a.
Equity funds	0–2.0 % p.a.
Real estate funds	0–1.0 % p.a.
Other investment funds (e.g. fund of funds, strategy funds, alternative investment funds)	0–2.0 % p.a.

Structured products

In the case of structured products, the third-party payments form part of the issue price which is paid to the Bank either in the form of a discount on the issue price or as the reimbursement of part of the issue price. The maximum amount of the third-party payment is 3 % of the amount invested by the Client (transaction volume). Instead of or in addition to this, the Bank can receive recurring third-party payments amounting to a maximum of 1 % p.a. of the investment volume.

Non-financial third-party benefits

Some product vendors may grant the Bank non-financial benefits in connection with the provision of services for their Clients. These may include free-of-charge financial analyses, staff training, or other promotional services.

Example calculation

The maximum amount of third-party payments receivable by the Bank in the event of a waiver by the Client is calculated as follows:

Multiply the investment volume of each individual financial instrument by the maximum or fixed percentage rate applicable to the financial instrument in question, and then total these amounts. To calculate the maximum percentage rate of third-party payments based on the entire Client relationship, it is necessary to define the proportion of the calculated total amount compared to the total assets under the Client relationship.



Example: Client relationship with total assets of 250,000 CHF.

Of this amount, 60,000 CHF is invested in the following financial instruments as part of a custody account relationship:

- Bond fund with a total investment volume of 25,000 CHF: 1.5 % p.a. of 25,000 CHF results in maximum annual third-party payments of 375 CHF;
- Real estate funds with a total investment volume of 20,000 CHF: 1 % p.a. of 20,000 CHF results in maximum annual third-party payments of 200 CHF;
- Equity funds with a total investment volume of 15,000 CHF: 2 % p.a. of 15,000 CHF results in maximum annual third-party payments of 300 CHF.

In addition, 40,000 CHF is invested in the BKB Investment Solution – Balanced as part of a separate contractual relationship. This results in fixed annual third-party payments of 360 CHF.

For the entire Client relationship this results in total maximum annual third-party payments of 1,235 CHF.

The maximum percentage rate of third-party payments based on the entire Client relationship is therefore 0.49 % p.a. ($1,235 \text{ CHF} \div 250,000 \text{ CHF} \times 100$). Based on the assets invested as part of the Client relationship, the maximum percentage rate of third-party payments is 1.235 % p.a. ($1,235 \text{ CHF} \div 100,000 \text{ CHF} \times 100$).

Further Information

Your client advisor will be happy to help you with questions relating to this information sheet or will provide you with further information on third-party payments on request.

Terms and Conditions for the use of Visa Debit card issued by Basler Kantonalbank

I. General provisions

1. General information

The following "Terms and Conditions" are applicable to the Visa Debit card (hereinafter also referred to as the "card") issued by Basler Kantonalbank (hereinafter the "Bank"). In all other respects, the "Basic Documents" apply, specifically the Bank's "General Terms and Conditions" and any other separate agreements or provisions applicable to certain transactions or services.

The card always relates to a specific bank account. The contractual relationship regarding the card (hereinafter also the "contractual relationship" or "contract") is concluded between the account holder and the Bank. Transactions are debited from or credited to this bank account. The Bank can arrange for the inclusion of other accounts held by the account holder (multiple-account function). In addition to the account holder, authorised account users or other persons designated by the account holder may be card holders. The Bank reserves the right to limit the issue of cards in the name of third parties to authorised account users. Such third parties are designated as "authorised card users". The card is issued in their name in each case. The account holder is likewise an "authorised card user". The Bank may, without being obligated to do so, make it possible for authorised account users to order cards without requiring express authorisation from the account holder. The account holder is liable for the use of all cards. The account holder is able to view the data and transactions of all authorised card users. The cards remain the property of the Bank. The issuing of cards for authorised account users and other third parties does not give rise to a contractual relationship between them and the Bank.

By ordering a card and/or using it for the first time, each authorised card user declares their consent to these Terms and Conditions.

2. Formation of the contractual relationship

If the contractual relationship including these Terms and Conditions does not come about as part of a separate card application set out in writing or in any other formal manner, each authorised card user acknowledges these Terms and Conditions and the fees as applicable at the time the card is used, at the latest upon first use of the card or if the card is not returned to the Bank within 30 days. The account holder is responsible for informing any other authorised card users about changes to these provisions and conditions where they are not communicated directly by the Bank. Authorised card users authorise the account holder to issue and take receipt of all declarations relating to the card also on their behalf. To the extent provided for by the Bank in its provisions relating to

powers of attorney, authorised account users can also apply for cards made out in their own name and in this respect enter into the corresponding contractual relationship on behalf of the account holder.

3. Powers of attorney / death and incapacity to act

Revocation of an account power of attorney does not automatically lead to the respective card becoming invalid. Similarly, the death or incapacity to act of authorised card users does not automatically cause the card to be blocked. The account holder or their legal successor must expressly request the Bank to block the card.

4. Amendments to the Terms and Conditions

The Bank reserves the right to amend these Terms and Conditions (including but not limited to fees and card functions/services) at any time. The account holder shall be informed in a suitable manner of any changes at least 30 days before they enter into effect. Unless the account holder terminates the contractual relationship pertaining to the card or all cards are returned by the respective authorised card users before the amendment enters into effect, the amendments shall be deemed approved and in any event upon first use of the card after the amendments have entered into effect.

5. Bank's right to debit

The Bank is authorised to debit all amounts arising from use of the card (transactions) and fees from the relevant account printed on the card. This also applies to amounts posted as reserved or provisional. This can have effects on card limits and cause restrictions on the liquidity available in the account. Transactions in a currency other than the account currency are converted by the Bank into the account currency. The Bank is entitled to reject transactions without giving reasons if processing of such transactions would lead to a negative balance in the account. The Bank shall not be liable for any losses that may be incurred by an authorised card user because of this.

Transactions are listed at regular intervals (e.g. monthly) on the corresponding statement. On termination of the contractual relationship, there remains a right to debit all amounts attributable to prior use of the card. The Bank's right to debit shall remain in effect without any restrictions even in the event of disputes between authorised card users and third parties (e.g. points of acceptance). Any disputes regarding discrepancies and complaints about goods or services and claims arising from the same shall be settled by the authorised card user directly with the respective point of acceptance.



6. Duration and card renewal

The card is valid until the end of the date shown on the card. Unless expressly waived by the authorised card user, the card will be automatically replaced by a new card before the expiry date shown on the card. If the holder does not receive their new card at least ten days before expiry of the existing card, they must inform the Bank immediately. The Bank has the right not to renew a card without giving reasons. After expiry of the validity period or upon receipt of a replacement or renewal card, the previous card shall be immediately rendered unusable by the authorised card user.

7. Termination and blocking

The account holder may terminate their own card or the card of another authorised card user or, where applicable, the corresponding contractual relationship. Other authorised card users may only terminate their own cards or the corresponding contractual relationship in each case. On effective termination, the card shall be immediately returned to the Bank without request. The Bank is entitled at any time to block the card without stating reasons and without notifying the authorised card user beforehand. The Bank will block the card if expressly requested by the authorised card user, if they report the loss of the card and/or the PIN code and in the event of termination. The costs associated with blocking may be charged to the account. Despite termination or blocking, the Bank is entitled to charge to the account holder all amounts that are deemed authorised by the authorised card user after termination or blocking (such as debits relating to recurring services for newspaper subscriptions, memberships or online services).

8. Assignment

The Bank may, at any time, transfer or assign the contractual relationship or individual entitlements or duties arising therefrom to domestic and international third parties (such as debt collection agencies) and may make data associated with the contractual relationship available to such third parties (including disclosure of the underlying bank relationships) to the extent necessary.

II. Card use

1. Types of use (functions)

Depending on the agreement in place, the card can be used for one or more of the following functions:

1.1 Cash withdrawal function

The card can be used to withdraw cash debited to the account printed on the card from correspondingly marked domestic and international ATMs and from authorised agents, up to the limits specified for the card. In addition to the account printed on the account holder's Visa Debit card, the Visa Debit card can additionally provide access to other accounts of the account holder held by the Bank.

1.2 Payment function

The card can be used to pay for goods and services at brick-and-mortar outlets or on the internet from domestic or international providers, up to the limits specified for the card.

1.3 The Bank's own services

The authorised card user can make use of the Bank's own services at the Bank's ATMs. Within the area of the Bank's own services, the card can be used – subject to card limits that may deviate from the usual or agreed card limits or in addition to the same – for services including but not limited to cash withdrawals within the scope of the credit balance available in the underlying account or any credit limits granted or up to card limits specifically agreed for the Bank's own services. The Bank may extend or terminate such services at any time without prior notice.

1.4. Deposit services

The Visa Debit card may be used to deposit banknotes and coins at correspondingly marked ATMs. The amount identified by the ATM and confirmed on the ATM by the depositor is automatically credited to the account named on the card or the account integrated using the multiple-account function and selected at the ATM less the fee stated in the price list; the value date is the date of deposit.

The amount shall be credited irrespective of the relationship between the depositor and the account holder, if not the same person. The depositor's right to object expires upon acceptance of the amount by the ATM.

1.5 Obligation to provide sufficient funds

The card may be used only if there are sufficient funds in the account (account balance or credit limits). If there are not sufficient funds in the account, the Bank shall be entitled to refuse transactions.

1.6 Transaction receipt

The authorised card user is given a transaction receipt for cash withdrawals with the card at most ATMs upon request, in the case of payment of goods and services this will happen automatically or upon request. This is deemed to be a notification of debit. In the case of cash deposits at the Bank's correspondingly marked ATMs, the amount automatically recognised by the ATM and confirmed by the depositor will be credited to the selected account. The transaction receipt received when depositing cash is deemed to be a notification of credit.



1.7 Technical malfunctions and operational breakdowns

Technical malfunctions and operational breakdowns that make use of the card impossible do not entitle the authorised card user to any compensation.

1.8 Visa Debit card with third-party services or benefits

The Visa Debit card can be linked to additional services, such as insurance services, that the authorised card user uses or may use by using or holding the card. Such additional services, specifically insurance services, are – where applicable – described in product overviews and governed by separate terms and conditions. It is possible that such terms and conditions are issued by a third party, such as an insurance provider. If such terms and conditions exist or are applicable, they will be available on the Bank's website. Third-party services may consist of services that are not provided by the Bank and do not form the basis for any claims on the Bank by the authorised card user or, where applicable, other persons.

2. Authorisation options

The authorised card user is entitled to pay for goods and services or make cash withdrawals, within the scope of the specified or agreed limit(s), at the corresponding points of acceptance as follows:

2.1 With their PIN code.

2.2 By personal authorisation in a manner other than the PIN code or other means of identification (in this context, see the additional provisions for the use of online services).

2.3 On the basis of purchases of goods or services made by telephone, the internet, post or any other means where the transaction is triggered solely by stating the name of the authorised card user, the card number, the expiry date and – where required – the card verification code (CVV, CVC) printed on the card.

2.4 By using the card without entering the PIN code or other means of identification at automated points of payment (e.g. for contactless payment, car parking/ticket machines or motorway toll points).

The account holder recognises all payments or cash withdrawals that have been authorised pursuant to this clause II 2 and the claims on the part of the points of acceptance arising from these. At the same time, the Bank is instructed expressly and irrevocably to pay the amounts to the respective point of acceptance.

3. Restriction or extension of possibilities for use

The possibilities for use of the card, PIN code and any limits may be extended, restricted or cancelled at any time. These limits may be requested from the Bank.

4. Forbidden uses of the card

The card may not be used for illegal purposes.

III. Duty to exercise due diligence on the part of the authorised card user

1. Safekeeping, loss, theft and misuse of the card.

The card must be kept in a safe place at all times. The authorised card user must immediately report any loss, theft or indication of misuse to the place specified by the Bank.

2. Keeping means of identification secret (e.g. PIN code)

The authorised card user is obligated to keep secret the PIN code and any other means of identification provided to them. These must not be passed on to any third parties or recorded in any way even in an encrypted form. Neither the PIN code nor any other means of identification may consist of easily deduced combinations, such as telephone numbers, dates of birth, car registration numbers, names of the authorised card user or their family members. The Bank will never ask the authorised card user to disclose the PIN code and/or passwords or other means of identification. The Bank refuses all responsibility/liability for any detrimental consequences arising from non-compliance with the duties of the authorised card user.

3. Duty to check and report discrepancies

Any instances of misuse or other irregularities – including but not limited to those visible from the statement of the underlying bank account – must be reported to the Bank without delay upon discovery.

Furthermore, a written complaint with all documents directly relating to the transaction(s) that are being objected to must be submitted to the Bank no later than 30 days after the bank statement was issued. This applies irrespective of whether bank statements are sent to the account holder or at the account holder's request, to a third party. The bank statement will otherwise be deemed approved with regard to the card transactions. If a claim form is sent to the account holder or authorised card user, it must be completed, signed and returned to the Bank within ten days of receipt. In the event of misuse, the authorised card user or the account holder is obligated to take all action to clarify the issue and mitigate the loss. In this respect, they shall follow the instructions issued by the Bank or third parties engaged by the Bank. The Bank can request a criminal complaint be filed with the police or the responsible criminal investigation authority and to be provided with a copy or confirmation of the complaint. The account holder and other authorised card users are liable



to the Bank for any costs incurred by the Bank in connection with complaints made against their better judgement or with intent to defraud.

4. Communication of changes

All changes in the details of authorised card users (specifically changes of name, address and account as well as changes in economic beneficiaries or level of income) must be communicated to the Bank in writing without delay. Communications from the Bank to the last address of which it was informed are deemed duly delivered. The Bank reserves the right to charge the account holder for any costs it incurs in connection with searching for addresses.

5. Recurring services

Recurring services that are paid for with the card (e.g. newspaper subscriptions, memberships, online services) must be terminated directly with the point of acceptance if they are no longer wanted. If the card contract is cancelled, the authorised card user is required to change or renew the payment arrangements themselves at the point of acceptance or terminate the contractual relationship in question.

6. Payment transactions over the internet

If the point of acceptance offers a secure payment method (e.g. 3-D Secure), the authorised card user must make their payment by means of such secure payment method and, in doing so, comply with the additional provisions on the use of online services.

IV. Responsibility and liability

1. Assumption of losses subject to compliance with Terms and Conditions / No fault

Provided that the authorised card user has complied with the present "Terms and Conditions" in all respects (specifically their duty to exercise due diligence) and they are also not at fault in any other way, the Bank shall assume any loss incurred by the account holder from misuse of the card by third parties. This includes any losses as a consequence of forged or falsified cards. On acceptance of such compensation, the account holder assigns their claims from the loss event to the Bank. Authorised card users must contribute to the best of their knowledge to clarification of any loss event and to mitigating the loss. In this respect, the Bank's instructions must be followed.

The following are not deemed to be "third parties": authorised card users, their spouse/registered partner/domestic partner, family members related in a direct line (especially children and parents) or other closely related persons, authorised persons and persons living with them in the same household. Any losses for which compensation is payable under an insurance arrangement and any consequential losses are not assumed. If a complaint

proves to be unjustified, the account holder authorises the Bank to debit the account underlying the card with the amounts credited as compensation.

2. In event of breach of the duty to exercise due diligence

Authorised card users who do not fulfil their duty to exercise due diligence shall be liable, on an unlimited basis, for all losses arising from misuse of the card until any block becomes effective. In this respect, the account holder is jointly liable with the respective authorised card user.

3. For transactions concluded using the card

The Bank refuses all responsibility for transactions concluded using the card. In particular, any complaints relating to purchased goods or services and any further differences of opinion and claims from the corresponding legal transactions shall be settled directly with the point of acceptance in question. The Bank's right to post a debit remains in place without any restrictions.

4. In the event of non-acceptance of the card

The Bank does not accept any responsibility in the event that a point of acceptance refuses for any reason to accept the card or that a payment or withdrawal cannot be made with the card for technical or other reasons. The same applies to cases where use of the card at an ATM proves to be impossible or if the card is damaged or rendered unusable by the ATM.

5. In the case of use with a PIN code or other means of identification

Every authorised use of the card with the associated PIN code or with other means of identification shall be deemed to have been made by the authorised card user. The authorised card user thereby assumes a binding obligation for all purchases, transactions or other business transactions conducted and for resulting debits made to their card. By the same token, the Bank is entitled to debit from the account transactions conducted and registered electronically in this way. The risks arising from misuse of the card using the associated PIN code or with other means of identification are thus in principle borne by the account holder.

In the case of proven illegal interventions by third parties in the equipment of network and/or telecommunications operators or in the infrastructure used by the authorised card user for payment (e.g. EFT/POS terminals), the Bank shall assume any debits for instances of misuse of the card, when notified in due time, provided that the authorised card user has fulfilled their duties to exercise due diligence in all respects and is in no other way at fault.



6. After ending the contractual relationship, reclaiming or returning the card(s)

The right to use the card, specifically also for orders placed by telephone, by post or over the internet expires in any event when the contractual relationship ends or after the card has been reclaimed or returned. The Bank refuses all liability for losses caused by authorised card users using the card after the end of the contractual relationship or after the card has been reclaimed or returned. The account holder is liable in full for any losses arising therefrom. Illegal use of the card may lead to civil law claims or criminal prosecution.

V. Fees (including commissions, interest and costs)

1. Fees

The annual fee for the card is due in advance and there is no entitlement to any refund of this fee, specifically in the event of the card being blocked, the contractual relationship being terminated or the card being reclaimed or returned. Use of the card and/or the contractual relationship can involve fees, commissions, interest and costs. Apart from costs incurred in extraordinary cases through culpable actions on the part of the authorised card user, the amount of the above will be communicated to the account holder in a suitable form and can be inquired from the Bank or viewed at www.bkb.ch at any time.

2. Foreign currency transactions

In the event of transactions in a currency other than the card currency (foreign currency) the account holder acknowledges a fee for processing by the Bank. The amount of this fee is based on the then current fee schedule. Conversion of the foreign currency into the card or account currency shall be performed at the conversion rate determined by the Bank.

3. Transactions abroad in Swiss francs

If a Swiss franc card is used at foreign points of acceptance for payment in Swiss francs, the Bank can charge a processing fee. The amount of the processing fee is based on the then current fee schedule.

VI. Additional terms and conditions for the use of online services

The Bank can make various services available to the authorised card user by means of the internet, an app or E-Banking (hereinafter referred to as "online services"), including but not limited to notification of transactions conducted as well as the performance of checks and confirmation of payments on the internet, for instance using 3-D Secure in an app. To obtain access to online services, the authorised card user must log on in each case using the means of identification valid for that particular online service. In addition to the present Terms and Conditions, the authorised card user must accept any further terms and conditions or provisions specific to each

individual online service that are brought to their attention when logging in to, or registering for, the respective service.

VII. Data processing, disclosure of data to third parties and commissioning of third parties

1. Data processing by the Bank

As data controller, the Bank processes data of the authorised card user for the formation and handling of the card relationship. The account holder is obligated to inform third parties whose data is processed at the account holder's instigation about such processing by the Bank.

2. Disclosure of data and data processing

The account holder and each authorised card user accept that in order to render its services the Bank may engage a third party – specifically a processor for handling and processing the card transactions. Specifically, they consent to the parties commissioned by the Bank for the handling of the card business and the subcontractors engaged by the same (e.g. for producing the cards) gaining knowledge of their data to the extent necessary for rendering the service or diligent fulfilment of the relevant tasks.

No objection to the transmission of data and the aforementioned data processing is possible other than through termination of the card agreement.

The account holder and each authorised card user acknowledges that transaction data may allow conclusions to be drawn concerning the behaviour of authorised card users (including but not limited to place of residence, place of work, health status, financial circumstances, leisure time activities, social interaction and further details).

3. Data processing for the purpose of service provision, market research and marketing as well as combating payment card misuse

Within the scope of providing customer service, the Bank can process the data of each authorised card user, specifically to ensure efficient customer care and to prepare evaluations for the authorised card user and/or the account holder and to provide notifications of the same. In particular, the Bank is also authorised to create and evaluate customer, consumption and preference profiles in order to analyse and predict the interests and behaviour of authorised card users ("profiling"), to develop products and services in conjunction with debit cards and to offer authorised card users the relevant products and services or to provide them with information on the same, as well as for the purpose of early identification of card misuse. The Bank can enrich data in this context with additional information known to the Bank on the authorised card user. Similarly, the Bank can engage third parties to assist with the aforementioned purposes and make such data accessible to them.



4. Disclosure of data for statutory or regulatory reasons

The account holder and each authorised card user acknowledge that contractual and transaction data may be disclosed by the Bank to fulfil statutory or regulatory duties to provide information and in pursuit of legitimate interests (as part of recovery proceedings, for example). They likewise acknowledge that the Bank can send the account holder or authorised card users fraud warnings using the mobile telephone number made known to the Bank, which may potentially disclose the existence of the banking relationship and associated information.

5. Authorisation to obtain information and documents

Independently of any instances of data procurement permitted by law, the Bank is at any event authorised to obtain information from third parties required for checking the details provided by authorised card users, processing the card application and handling of the contract, including but not limited to third parties engaged by the Bank for handling the card business and credit agencies. The Bank is authorised to obtain information from third parties, including but not limited to the Central Office for Credit Information (ZEK), authorities (e.g. enforcement agencies and tax offices, residents' registration offices), employers and other statutory (e.g. the Consumer Credit Information Office, IKO) and other suitable information offices and agencies and to report blocked cards, serious payment arrears or misuse of cards and similar acts on the part of the authorised card user to the ZEK or, in the cases specified by law, to the agencies responsible. The ZEK and the IKO are expressly permitted to make such data available to their members. The account holder or the authorised card user authorises the Bank to disclose to the third parties engaged to handle the card business at their request all information and documents they require to fulfil their duties in accordance with provisions in place, to combat money laundering and the financing of terrorism, or any that may enter into effect at a later date. This includes but is not limited to all information and documents required to identify the holder or to establish the economic beneficiary of the assets transacted using the cards and to perform statutory additional clarifications in this context. In this respect, the account holder or authorised card user releases the Bank from banking secrecy in relation to the third party engaged. The Bank is authorised to inform the third party so engaged of changes to customer data.

6. Data processing by the Bank for risk assessment purposes

The Bank and third parties engaged by the Bank are authorised to store, process and combine data of all authorised card users relating to the contractual relationship and to use of the card for the purpose of calculating and assessing credit and market risks relevant to the business and for creating risk profiles (risk assessment

purposes), to enrich such data with data from external sources, use such data and create profiles from the same.

7. Engagement of third parties

The Bank is authorised to commission third parties in Switzerland, in the EU or the EEA and, in individual cases, worldwide with all or part of the activities necessary for the purpose of handling all services arising from the contractual relationship including bonus programmes (e.g. reviewing the application, producing the cards, contract processing, online services, debt collection, communications with customers, any calculation of credit risks), for refining the risk models used when setting limits and for combating fraud as well as for the purpose of data evaluation and sending out offers and information pursuant to clause VII 2 and clause VII 3 above. The authorised card user authorises the Bank to provide such third parties with the data necessary for diligent fulfilment of the allocated duties and to also forward such data on to other countries for this purpose. Data is only disclosed to third parties if the recipient undertakes an obligation to maintain secrecy and/or to maintain an appropriate level of data protection and to impose such obligations on any potential contracting partners. The authorised card user accepts that data is transmitted to the Bank via global card networks even in relation to transactions within Switzerland. It is expressly pointed out that Swiss law (e.g. bank-customer confidentiality, data protection) is limited to the territory of Switzerland and therefore all data transmitted to another country no longer enjoys protection under Swiss law and, in certain circumstances, also no equivalent protection.

8. Visa Debit cards with third-party services or benefits

If the Bank offers special Visa Debit – or associated programmes or special additional services such as insurance services – in cooperation with providers of third-party services, specifically pursuant to clause II 1.8), the Bank can make any necessary personal data on the authorised card user (such as name, date of birth, address, email address, telephone number, end of studies) available to the provider of those third-party services. On the basis of this, the provider of the third-party services may contact the authorised card user directly. The authorised card user hereby releases the Bank from bank-customer confidentiality and gives their consent to the transfer of data. The Bank does not accept any liability for any transactions concluded by the authorised card user with the providers of third-party services. If the criteria for use of the respective Visa Debit card are no longer fulfilled the Bank may communicate this to the provider of third-party services and may, where applicable, demand return of the Visa Debit card in question.

9. The Bank's privacy statement

In addition to the present Terms and Conditions, the Bank's privacy statement applies, which can be viewed or retrieved at www.bkb.ch.



VIII. Communications, security of electronic communication channels

The authorised card user and the Bank may, where provided for by the Bank, use electronic means of communication (e.g. app, email, text message, internet). If the authorised card user contacts the Bank by email or if they disclose their email address to the Bank they consent, by doing so, to the Bank contacting them by email. The authorised card user acknowledges that the open nature of the internet or any other means of communication (e.g. mobile telephone network) means that there is the possibility that third parties may gain unauthorised access to communications between the authorised card users and the Bank despite all security measures implemented by the Bank. In order to keep this risk to a minimum, the authorised card user shall use all means available to them to protect the end devices they use (e.g. computer, mobile telephone, etc.) specifically by installing and regularly updating comprehensive virus protection and internet security programmes and carrying out updates of the operating systems and internet browsers used. The authorised card user shall bear all consequences resulting from any unauthorised interception of data by third parties. The Bank reserves the right to make the use of electronic means of communication, specifically for making changes to data relevant to the contract and services provided through the internet, dependent on the conclusion of separate agreements.

Version August 2021



Provisions of Basler Kantonalbank on the use of one

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1. 3-D Secure
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18 I. General information

18 1. General provisions on the use of one

19

20 1.1 Provisions on the use of one and further documents

21 These provisions apply to the online services made
21 available under the "one" name (hereinafter "services")
provided by Basler Kantonalbank (hereinafter "Bank") to
22 the holders (hereinafter "authorised card users") of a main
23 or additional card issued by Basler Kantonalbank or a
Business Card of the Bank, hereinafter "card" or "cards".
one is operated by Viseca Payment Services SA, hereinafter
"processor". The Bank uses the processor to perform
tasks related to the card business. These provisions may
make reference to card products or functions that the
Bank does not offer at all, does not offer yet or will only
offer at a later date. Such reference does not form the
basis for any customer or authorised card user claims to
the provision of those services.

one is available through the one website ("website") and
through the one app ("app").

For information purposes, the Bank's Data Protection
Statement at www.bkb.ch/data-protection as well as the
data protection provisions and the terms of use of the
processor must be observed.

These provisions apply in addition to the terms and/or
provisions for the use of the Bank's cards applicable in
each case. In the event of deviating regulations, the
present provisions take precedence over such terms and/
or provisions. The Bank reserves the right to amend these
provisions at any time. Any amendments will be communi-
cated to the authorised card user in a suitable manner.

1.2 Content of one and ongoing development

one comprises services provided by the processor on
behalf of the Bank. Registration is required before one can
be used. Newly introduced services are made available to
registered authorised card users by means of updates.
The Bank will inform authorised card users of further
developments and, where applicable, any associated
amendments to these provisions, in a suitable manner.



1.3 Functions of one

one's functions may currently, or in the future include the following:

- a user account to administer personal data;
- the possibility to check and confirm payments, e.g. by means of 3-D Secure within the app or by entering an SMS code (text message) (see clause II 1);
- the possibility to check and confirm certain actions (e.g. logins, communications with the Bank) within the app or by entering an SMS code;
- the possibility to activate cards to use payment options;
- the exchange of communications and notifications between the authorised card user and the Bank (also including the possibility to communicate any amendments to provisions) unless a special form of communication or notification is required;
- an overview of transactions or cards and displaying invoices in electronic form;
- an overview of the balance of bonus programmes and the possibility of redeeming points;
- information on use of the card (currently SMS services).

2. Use of one

2.1 Authorisation to use

The authorised card user is authorised to use one subject to the following conditions:

- They are able to implement these provisions and the associated requirements.
- They are authorised as holder of a main or additional card or of a business card of the Bank, to use a card issued by the Bank.

2.2 Consents granted during registration and as part of the further development of one

By using one, the authorised card user herewith expressly grants the Bank the following consents:

- consent to the processing of data that is, or has been collected during the use of one. This also includes but is not limited to consent to such data being linked to data already held by the Bank and to the creation of profiles, in each case for the Bank's risk management and marketing purposes or those of the processor and third parties.
- Consent to the receipt of communications and information on products and services of the Bank and third parties for marketing purposes (advertising). The Bank or the processor (in its own name or on behalf of the Bank) may deliver such communications and information by email or directly within the app or on the website.
- Consent to the use of the email address provided during registration, the website and/or the app for reciprocal

electronic communication (e.g. communication of address alterations, communication of amendments to provisions or communications regarding combating card misuse), where the Bank is entitled to delegate to the processor the sending of communications to the authorised card user (by email, within the app or on the website).

- Consent to the receipt of communications on products and services and/or to data processing for marketing purposes can be revoked, for the future, at any time by notifying the Bank. The necessary contact details can be found in the Bank's data protection statement.

2.3 Refusal to grant consent in the course of further development of one

If the authorised card user refuses to grant consent to provisions in the course of further development of one (e.g. updates), it might not be possible, under certain circumstances, to use the app or the website or individual services, or to continue using the same.

2.4 Effect of performing confirmations

Every confirmation performed through the app or through entry of an SMS code will be deemed to be an action on the part of the authorised card holder. The authorised card holder is entitled to provide evidence to the contrary. The authorised card user undertakes responsibility for debits to their card resulting from confirmations and authorises the Bank to execute the corresponding orders and to perform the corresponding actions.

2.5 Availability/blocking/amendments

The Bank may fully or partially suspend, limit or cease to offer the possibility of using one or replace it with another service at any time even without prior notice. In particular, the Bank is entitled to temporarily or permanently block the authorised card user's access to one (e.g. in the event of suspected misuse).

2.6 Intellectual property rights

All rights (including but not limited to copyrights and trademarks) to software, texts, images, videos, names, logos and other data and information that are, or become over time accessible through one are exclusively the property of the Bank or the relevant partners and third parties (e.g. the processor, Visa, Mastercard), unless specified otherwise in these provisions. The names and logos visible in one are registered trademarks.

For use of the app, the Bank grants the authorised card user a non-exclusive, non-transferable, indefinite, revocable and free licence to download the app, install it on the authorised card user's device and to use the same within the scope of the intended functions. Use of the website and the Bank's electronic channels are additionally subject to the corresponding provisions on the Bank's website.



3. Risks, warranty disclaimer, due diligence and notification obligations

3.1 Risks arising from the use of one

The authorised card user acknowledges and accepts that the use of one involves risks.

In particular, the authorised card user's cards, username and password, devices used or personal data might be misused by unauthorised third parties through the use of one. This may cause financial loss to the authorised card user (through debits to their card) and lead to violation of their personal rights (through misuse of personal data). Furthermore, there is a risk that one, or one of the services offered on one, cannot be used (e.g. if it is not possible to log into one).

Specifically, misuse is made possible or easier through:

- any breach of the due diligence or notification obligations on the part of the authorised card user (e.g. due to careless handling of username/password or failure to report the loss of a card);
- the settings chosen by the authorised card user or inadequate maintenance of the devices and systems used to access one (e.g. desktop computers, mobile telephones, tablets, etc.), for instance, failure to use a screen lock or an adequate firewall, insufficient protection against viruses or using out-of-date software;
- interference by third parties or defective transmission of data via the internet (e.g. due to hacking, phishing or data loss);
- incorrect confirmations using the app or when entering an SMS code (e.g. failure to correctly check a confirmation request);
- weak security settings (e.g. saving the login) chosen by the authorised card user for one, especially for the app.

Authorised card users can reduce the risk of misuse by complying with the due diligence and reporting obligations regarding the handling of mobile devices and the password and the duties to check confirmation inquiries.

The Bank does not provide any assurance or warranty that the website and the app are accessible on a permanent basis or will function without disruption or that any instances of misuse can be identified and prevented with absolute certainty.

3.2 General duties of the authorised card user to exercise due diligence

3.2.1 General duties to exercise due diligence when using devices and systems, especially mobile devices

one uses, among other things, the authorised card user's mobile devices (e.g. mobile telephone, tablet; a "mobile

device" in each case) for authentication purposes. For this reason, keeping these mobile devices safe at all times is a significant security factor. The authorised card user shall treat mobile devices with appropriate care and ensure they are protected appropriately.

Consequently, the authorised card user shall comply with the following general duties to exercise due diligence when using devices and systems, especially mobile devices:

- a screen lock must be activated for mobile devices and further security measures must be taken to prevent unauthorised persons from unlocking the device;
- mobile devices must be kept in a safe place, protected from access by third parties and must not be handed over to third parties for continual permanent or unsupervised use;
- software (e.g. operating systems and internet browsers) must be updated on a regular basis;
- interference with the operating systems (e.g. "jailbreaking" or "rooting") is not permitted;
- anti-virus software and internet security programmes must be installed on laptops/desktop computers and regularly updated;
- the app must only be downloaded from official stores (such as the Apple Store or Google Play);
- app updates must be installed promptly;
- in the event of a mobile device being lost, every action must be taken to prevent unauthorised persons from accessing the data transferred to the mobile device (e.g. by blocking the SIM card, blocking the device, deleting the data, e.g. by using "Find my iPhone" or "Android Device Manager", resetting the user account or having it reset). The loss must be reported to the Bank (see clause I 3.3);
- the app must be deleted prior to any sale or any other permanent handing over of the mobile device to a third party.

3.2.2 General duties to exercise due diligence when handling the password

In addition to possession of the mobile device, the username and password in particular act as further factors for authenticating the authorised card user. In connection with the password, the authorised card user must comply in particular with the following duties to exercise due diligence:

- the authorised card user must specify a password that they do not already use for other services and that does not consist of easily deduced combinations (e.g. telephone number, date of birth, car registration numbers, name of the authorised card user or persons closely associated with them, repeated or sequential numbers or letter combinations such as "123456" or "aabbcc");
- the password must be kept secret. It must not be



disclosed or made accessible to third parties. The authorised card user acknowledges that the Bank will never ask them to disclose the password;

- the password must not be written down nor stored insecurely;
- the authorised card user must change the password or reset the user account or have it reset by the Bank if there is any suspicion that third parties have gained access to the password or other data;
- the password must be entered in such a way that it cannot be seen by third parties.

3.2.3 Duties to exercise due diligence in connection with confirmation requests

Confirmations impose a binding obligation on the authorised card user. Consequently, the authorised card user must comply with the following general duties to exercise due diligence in connection with confirmations in the app or when entering an SMS code:

- the authorised card user may only enter a confirmation when the confirmation request is directly related to a certain action or a certain transaction on the part of the authorised card user (e.g. payment, login, contact with the Bank);
- prior to entering the confirmation, the authorised card user must check whether the subject of the confirmation request corresponds to the transaction in question. The payment details displayed must be checked particularly in connection with confirmation requests relating to 3-D Secure.

3.3 Notification obligations of the authorised card user

The Bank must be notified without delay of the following events:

- loss of a mobile device;
- confirmation requests not relating to an online payment, a login by the authorised card user, any communication with the Bank or similar transactions (suspicion of misuse);
- suspicion of any other kind that confirmation requests in the app or the SMS code do not originate from the Bank;
- suspicion of misuse of username, password, mobile devices, the website, the app etc. or suspicion that unauthorised third parties have gained access to the same;
- changes to the telephone number and other relevant personal data;
- change in the mobile device used for one (in which case, the app must be registered anew).

4. Liability

4.1 Liability in the event of loss in general

Subject to clause I 4.2 the Bank will compensate for any losses not assumed under an insurance policy,

- if such losses were incurred as a consequence of proven unlawful interference with the facilities of network and/or telecommunication system operators or with the devices and/or systems used by the authorised card user (e.g. desktop computers, mobile devices and other IT infrastructure);
- if the authorised card user has complied with the due diligence and notification obligations specified in clauses I 3.2 and 3.3 above, specifically the duties to check confirmation requests and the duty to check the monthly statement of account and to object to transactions resulting from misuse in due time and the authorised card user is likewise not at fault in any other way with regard to the cause of the loss;
- if the loss in question has been incurred exclusively due to breach of the customary duty to exercise due diligence on the part of the Bank.

Liability for any indirect losses or consequential losses of any kind on the part of the authorised card user are excluded by the Bank except in the case of intent or gross negligence.

4.2 Exceptions

The authorised card user bears the risk for losses themselves in the following cases and the Bank excludes all liability:

- if the losses in question are not borne by the Bank pursuant to clause I 4.1 (specifically in the event of breach of due diligence and notification obligations by the authorised card user) or
- if the authorised card user, the spouse or registered partner of the authorised card user, directly related family members (including but not limited to children and parents) or other persons closely related to the authorised card user, authorised persons and/or persons living in the same household performed an action (e.g. confirmation in the app or by SMS code).

II. Special note

1. 3-D Secure

1.1 What is 3-D Secure?

3-D Secure is an internationally recognised security standard for card payments over the internet. At Visa it is called "Visa Secure" and "Identity Check™" at Mastercard. The authorised card user is obligated to use this security standard for payments whenever offered by the point of acceptance (the retailer).

1.2 How does 3-D Secure work?

Payments made with 3-D Secure can be confirmed (authorised) as follows:



- in the app or
- by entering a code, sent by the Bank to the authorised card user by text message (SMS code), in the relevant browser window during the payment procedure. Every use of the card authorised by means of 3-D Secure will be deemed to have been made by the authorised card user.

1.3 Activating cards for 3-D Secure

3-D Secure is activated for all cards held in the name of the authorised card user relating to a registered business relationship between the authorised card user or a third party (such as an account holder) and the Bank when registering for one.

1.4 Deactivating cards for 3-D Secure

For security reasons, 3-D Secure cannot be deactivated once it has been successfully activated.

2. Mobile payment

2.1 What is mobile payment?

Mobile payment refers to solutions for using cards through a mobile device.

Mobile payment makes it possible for authorised card users in possession of a compatible mobile device to use authorised cards through a mobile application (app) of the Bank (for details see clause II 2.7) or a third-party provider for contactless payment as well as payment in online shops and apps. In such cases, the card number is not used, due to security considerations, but another number (token) is generated and stored as a "virtual card".

Virtual cards can be used in mobile payment just like a physical card. When paying with a virtual card, it is not the card number that is passed on to the retailer but merely the number generated (token).

2.2 Which mobile devices are compatible and which cards are authorised?

Compatible mobile devices include laptops, mobile telephones, smartwatches and fitness trackers, if they support the use of virtual cards and have been approved by the Bank. The Bank further decides which cards are authorised for which provider.

2.3 Activation and deactivation

For security reasons, the authorised card user must accept the terms of use of the respective mobile payment provider and acknowledge their data protection provisions before a card can be activated. The authorised card user is liable to pay compensation to the Bank for any losses arising from a breach of such terms/provisions.

Virtual cards can be used until the card is blocked or deactivated through the app by the authorised card user. Use of the card is subject to limitations pursuant to the specific terms and conditions applicable for certain cards. The authorised card user can terminate use of mobile payment at any time by removing their virtual card(s) from the relevant provider.

Costs incurred when activating and using virtual cards (e.g. costs for mobile internet use abroad) shall be borne by the authorised card user.

2.4 Use of the virtual card (authorisation)

Use of a virtual card is equivalent to an ordinary card transaction. Every use of a virtual card will be deemed authorised by the authorised card user.

The use of virtual cards shall be authorised in the manner specified by the provider or retailer (point of acceptance), e.g. by entering a device PIN code or by fingerprint or facial recognition. The authorised card user acknowledges that the risk of virtual cards being used by unauthorised persons may be increased in cases where any means of authorisation additionally required by the provider or retailer (device or card PIN code) consists of easily deduced combinations. The authorised card user acknowledges that, depending on the provider or retailer, no authorisation is required up to an amount to be specified by the provider or retailer. In all other respects, liability will follow clause 4 of these provisions.

2.5 Duties to exercise due diligence

The authorised card user acknowledges and accepts that the use of mobile payment involves risks despite all security measures taken. In particular, it is possible for virtual cards and personal data to be misused or viewed by unauthorised persons. This can cause the authorised card user to incur financial losses due to card debits arising from misuse and to suffer violation of their personal rights from misuse of personal data.

The authorised card user must treat the devices used and the virtual cards with due care and ensure they are duly protected. In addition to the duties to exercise due diligence in accordance with the card terms and conditions applicable in each case and the due diligence and reporting obligations pursuant to clause I 3.2.1 and clause I 3.3 of these provisions, the authorised card user must comply with the following special duties to exercise due diligence:

- The devices used must be used according to the intended purpose and be kept in a way that it is protected from access by third parties.
- Like physical cards, virtual cards are personal and non-transferable. They must not be passed on for third



parties to use (e.g. by storing fingerprints or by scanning the faces of third parties to unlock the device used).

- When changing or passing on a mobile device (e.g. if it is sold), each virtual card will have to be deleted in the provider's app and on the mobile device.
- Any suspicion of misuse of a virtual card or a device used for the same must be reported to the Bank without delay so that the corresponding virtual card can be blocked.

2.6 Warranty disclaimer

There is no entitlement to the use of mobile payment. The Bank may suspend or terminate use at any time in particular for security reasons or in the event of changes to the range of mobile payment offerings or a limitation of the authorised cards or compatible devices. Furthermore, the Bank is not responsible for the actions and offerings of the provider or other third parties such as internet and telephone service providers.

2.7 Using cards through the one app

Authorised card users who have a compatible device can activate their card(s) in the one app and use it/them as a virtual card. To ensure the security of mobile payment, the authorised card user must specify a PIN code on activation. The Bank may modify this service at any time. In all other respects, the present provisions for mobile payment, specifically the special duties to exercise due care pursuant to clause II 2.5 apply.

2.8 Data protection for mobile payment

The third-party provider and the Bank are independently responsible for their respective processing of personal data. The authorised card user acknowledges that personal data in connection with the offering and the use of mobile payment (specifically details of the authorised card user and activated cards and transaction data from the use of virtual cards) is collected by the third-party provider and is stored and further processed in Switzerland or other countries.

The processing of personal data by the third-party provider in connection with mobile payment and the use of offerings and services of the third-party provider including that provider's equipment and software is governed by these terms of use and data protection provisions. The authorised card user consequently confirms by each card activation that they have read and understood the data protection provisions of the respective third-party provider and they expressly consent to the corresponding data processing by the third-party provider. If the authorised card user does not wish such processing, the authorised card user is responsible for refraining from activating a card or communicating to the third-party provider their objection to processing.

3. Click to Pay

3.1 Simpler online purchases

Click to Pay is an initiative of the international card organisations Mastercard and Visa (the "card organisations"), which simplifies payment for online purchases. This requires registration of both the card and the email and delivery address with the card organisation. After successful registration, authorised card users can make the online purchase using their email address wherever the Click to Pay icon is visible, without having to enter card details.

Users can store the card for Click to Pay in the one app. The storage assumes that the users accept the terms of use of the card organisation and take note of its data protection provisions. After the card is stored, Visa transmits information about the card, email address, telephone number and delivery address to the card organisation with the consent of the users. The information regarding the cards, email address, telephone number and delivery address stored for payment can be edited and deleted at any time in the Click to Pay user account.

The terms of use and instructions of the respective card organisation apply to the use of Click to Pay. The Bank is not liable for any loss resulting from the use of Click to Pay.

Since the stored delivery address may not match the desired delivery address, users must check the delivery address transmitted to the merchant as part of the payment process with Click to Pay. The recording of delivery addresses during payment does not lead to a change in the primary delivery address that has been stored nor to a change in the billing address registered at Visa.

The card organisation may further develop or block Click to Pay at any time, in particular if there is reason to believe that Click to Pay is being used fraudulently. Users can stop using Click to Pay at any time by removing the stored card from the card organisations.

Version 12/2023

Conditions governing use of the BKB Maestro card

I. General conditions

1. Types of usage (functions)

The BKB Maestro card can be used for the following functions:

- as a cash withdrawal card within Switzerland and abroad (cf. Clause II);
- as a payment card for the payment of goods and services within Switzerland and abroad (cf. Clause II)
- for deposit services provided by the bank (cf. Clause III).

2. Place of use

The BKB Maestro cards can normally be used within Switzerland and Europe. To use the BKB Maestro card outside these regions, the BKB Maestro card needs to be released by the Bank as required. The release is possible for a maximum of two months. Then the card will automatically be reset to the standard settings. In justified cases the release can be extended. BKB reserves the right to itself expand or restrict the approved territory and the duration of the release at any time.

3. Account linkage

The BKB Maestro card is always linked to a specific account (hereafter referred to as the "account") at the issuing bank (hereafter referred to as Bank).

4. Authorized card holders

Persons authorized to use the card can be the account holder, persons authorized to use the account or third parties specified by the account holder. The BKB Maestro card is always issued in the name of the authorized card holder.

5. Ownership

The BKB Maestro card remains the property of the bank.

6. Fee

For the issuing of the BKB Maestro card and the authorization thereof, as well as for the processing of transactions conducted with it, the bank can charge the account holder fees, which are to be notified in an appropriate form.

These fees will be debited from the account upon which the BKB Maestro card has been issued.

7. The authorized card holder's duty of care

The authorized card holder specifically undertakes to fulfil the following duties of care:

a) Signature

Upon receipt of the BKB Maestro card it is to be immediately signed by the authorized card holder in the space provided.

b) Storage

The BKB Maestro card and the PIN (Personal Identification Number) are to be stored with particular care and separate from one another.

c) Keeping the PIN secret

The PIN is to be kept secret and may not be revealed by the authorized card holder to any other person. In particular, the PIN may neither be noted upon the BKB Maestro card nor recorded in any other manner, or in an altered form, nor stored together with the BKB Maestro card.

d) Changing the PIN

PIN numbers changed by the authorized card holder may not consist of easily determined numerical combinations (such as a telephone number, date of birth, car licence plate number).

e) Transferring the BKB Maestro card

The authorized card holder may not give their BKB Maestro card to third parties nor make it accessible to such in any way.

f) Reporting in case of loss

If the BKB Maestro card or the PIN are lost, or if the BKB Maestro card is left behind in a machine, the specific unit indicated by the bank is to be notified immediately (cf. Clause II.5 and Clause II.10).

g) Control obligation and reporting of discrepancies

The account holder undertakes to check the relevant account statement upon receipt and to report any discrepancies, particularly debits due to misuse of the card, to the bank immediately, but by no later than within 30 days of receipt of the account statement of the respective billing period. The loss report form and the declaration of waiver are to be returned to the bank completed in full and duly signed within 10 days of its receipt.

h) Reporting to the police

In the case of criminal offences, the authorized card holder must report the matter to the police. The card holder must assist in any investigation and contribute to minimization of the loss to the best of their ability.

8. Coverage obligation

The BKB Maestro card may only be used if sufficient coverage exists in the account (credit or an approved overdraft limit). The bank is entitled to decline transactions if the necessary balance is not available in the account.



9. Bank's right to debit

The bank is entitled to debit all amounts resulting from the use of the BKB Maestro card (according to Clause I.1) from the account (cf. Clause II.5).

The bank's right to debit also remains in unlimited force in the case of disputes between the authorized card holder and third parties.

Amounts in foreign currencies will be converted to the account currency.

10. Period of validity and card renewal

The BKB Maestro card is valid until the end of the year stated thereon. If the account is conducted properly and if there is no express cancellation by the authorized card holder, the BKB Maestro card will be automatically replaced with a new BKB Maestro card prior to the end of the year indicated on the card.

11. Cancellation

The BKB Maestro card can be cancelled at any time. The withdrawal of authorization (as in Clause I.4) has the same effect as a cancellation.

Once notification of cancellation has been made, the BKB Maestro card must be immediately, and without request, returned to the bank.

No claim can be made for refunding of the annual fee upon premature confiscation or return of the card.

Despite cancellation, the bank remains entitled to debit all amounts from the account which are based on card transactions that have been made before the effective return of the BKB Maestro card.

12. Modification of conditions and prices

The bank reserves the right to modify these conditions and prices at any time. Modifications will be notified in an appropriate form and are considered accepted if the BKB Maestro card is not returned before the modifications come into effect.

13. Terms and Conditions

Furthermore, the Bank's Terms and Conditions are applicable.

II. BKB Maestro card as a cash withdrawal and payment card

1. Cash withdrawal function

The BKB Maestro card can be used, at any time, together with the PIN to withdraw cash from ATMs marked accordingly in Switzerland and abroad or by signing the transaction voucher at providers identified accordingly, up to the limits set for the BKB Maestro card.

2. Payment function

The BKB Maestro card can be used together with the PIN to pay for goods and services in Switzerland and abroad, or by signing a transaction slip or simply by using the card (for example in parking garages, at motorway toll stations or for contactless payment) at correspondingly identified vendors, up to the limits set for the BKB Maestro card.

3. PIN

In addition to the BKB Maestro card, the authorized card holder will be sent a PIN in a separate, sealed envelope. This consists of a machine-calculated, 6-digit PIN which is known neither to the Bank or third-parties. If several BKB Maestro cards are issued, each BKB Maestro card will have its own PIN.

4. Changing the PIN

The authorized card holder is advised to select a new PIN with a minimum of 4-digits and a maximum of 6-digits at suitably equipped ATMs, which will immediately replace the previously valid PIN. For reasons of security, a 6-digit PIN should be selected. This can be changed at any time and as often as desired. To further protect the BKB Maestro card against misuse, the PIN chosen should not consist of easily determined numerical combinations (cf. Clause I.7(d)), nor should it be stored with the BKB Maestro card, nor should it be noted on the BKB Maestro card, nor in any other manner, also not in an altered form.

5. Authorization, debiting and risk assumption

Each person who authorizes the use of the BKB Maestro card through

- entering the PIN
- signing the transaction sales slip, or
- contactless payment,

is regarded as being entitled to withdraw cash or to pay for goods or services with the BKB Maestro card; this also applies if this person is not the authorized card holder. Correspondingly, the bank is entitled to charge all the amounts authorized in this way. The risks arising from misuse of the BKB Maestro card are thus assumed by the account holder.

6. Assumption of loss in the absence of fault

Assuming that the authorized card holder has adhered to the conditions governing the use of the BKB Maestro card in all aspects (particularly the duties of care according to Clause I.7) and if they are otherwise not at fault, then the bank assumes losses incurred by the account holder as a result of the misuse of the BKB Maestro card by third parties in its function as a cash withdrawal or payment card. This also includes losses due to counterfeiting or forgery of the BKB Maestro card. Not considered to be "third parties" are the authorized card holder, their partner and persons living with them in the same household.



Losses that are covered by the indemnity liability of an insurance company, as well as all consequential losses of any kind, are not assumed.

7. Technical malfunctions and operational breakdowns

The authorized card holder has no claim to compensation if use of the BKB Maestro card for cash withdrawal or payment function is not possible due to technical malfunctions and operational failures.

8. Limits

The bank sets the usage limit for each BKB Maestro card issued and informs the account holder thereof in an appropriate manner. It is the responsibility of the account holder to inform any authorized persons regarding the usage limit.

9. Transaction receipt

For cash withdrawals, the authorized card holder receives a transaction receipt upon request at most ATMs, automatically or upon request when paying for goods and services. The bank does not issue any debit notices.

10. Blocking

The bank is entitled to block the BKB Maestro card at any time, without previous notice to the authorized card holder and without providing reasons.

The bank will block the BKB Maestro card upon request of the authorized card holder, his notification of the loss of the BKB Maestro card and/or the PIN, as well as cancellation by the same. Authorized card holders without account authorization can only block BKB Maestro cards issued in their name.

The blocking can only be requested from the specific unit indicated by the bank. The bank is entitled to debit the account for use of the BKB Maestro card before the blocking takes effect within the period of normal business. The account can be charged for costs associated with the blocking. The blocking will only be removed upon permission being provided by the account holder to the bank.

III. BKB Maestro card for deposit services

The BKB Maestro card can be used for the deposit of notes and coins at the ATMs intended for this. The amount recognized by the ATM and confirmed by the depositor to the automat will be credited automatically to the account listed on the BKB Maestro card or the account linked via the multifunction and selected at the ATM, less the fee specified in the fee schedule, at the value of the deposit date.

The credit is made regardless of the relationship between the depositor and the account holder, if these are not identical. The depositor's right of revocation expires with the acceptance of the amount by the ATM.



Conditions governing use of the BKB bank card

I. General conditions

1. Types of use (functions)

The BKB bank card can be used for the following functions:

- As cash withdrawal card at automatic teller machines (ATMs) at BKB (hereafter referred to as the Bank) (cf. Clause II)
- For deposit services provided by the bank (cf. Clause III)
- For account balance and transaction inquiries.

2. Account linkage

The BKB bank card is always linked to a specific account (hereafter referred to as the "account") at the card-issuing bank. The bank determines for which types of account a bank card is issued.

3. Authorized card holders

Persons authorized to use the card can be the account holder, persons authorized to use the account, or persons designated by the account holder. The BKB bank card is always issued in the name of the authorized card holder.

4. Ownership

The BKB bank card remains the property of the bank.

5. Fee

For issuing and authorization of the BKB bank card and processing of transactions conducted with the card, the bank can charge the account holder fees, which shall be notified in appropriate form. These fees will be debited to the account upon which the BKB bank card is issued.

6. The authorized card holder's duty of care

The authorized card holder specifically undertakes to fulfill the following duties of care:

a) Signature

Upon receipt of the BKB bank card, it shall be signed immediately by the authorized card holder in the space provided.

b) Storage

The BKB bank card and the PIN (Personal Identification Number) shall be stored with special care and separately from one another.

c) Keeping the PIN secret

The PIN shall be kept secret and may not be revealed by the authorized card holder to any other person. In particular, the PIN may neither be noted on the BKB bank card or recorded in any other manner, even in modified form, nor stored together with the BKB bank card. The PIN shall always be entered in such manner as to keep it secret.

d) Changing the PIN

PIN numbers changed by the authorized card holder may not consist of easily determined numerical combinations (such as telephone number, date of birth, car licence plate number, etc.).

e) Transferring the BKB bank card

The authorized card holder may not give the BKB bank card to third parties, nor make it accessible to such persons in any way.

f) Reporting in case of loss

If the BKB bank card or the PIN is lost, or if the BKB bank card is left behind in an ATM, the specific unit indicated by the card-issuing bank shall be notified immediately (cf. Clause II.4 and II.9).

g) Checking obligation and reporting of discrepancies

The account holder shall undertake to check the relevant account statement upon receipt and to report any discrepancies, particularly debits due to misuse of the card, to the bank immediately, but no later than 30 days following receipt of the account statement for the respective billing period. The loss report form and the declaration of waiver shall be returned to the bank completed in full and duly signed within 10 days of its receipt.

h) Reporting to the police

In the case of criminal offenses, the authorized card holder shall report the matter to the police. The card holder shall assist in any investigation and contribute towards minimization of the loss to the best of their ability.

7. Coverage obligation

The BKB bank card may be used only if there is sufficient coverage in the account (credit or approved overdraft limit). The bank shall be entitled to decline transactions if the necessary balance is not available in the account.

8. Bank's right to debit

The bank shall be entitled to debit all amounts resulting from the use of the BKB bank card (according to Clause I.1) from the account (cf. Clause II.4).

9. Cancellation

The BKB bank card can be cancelled at any time. The withdrawal of authorization (as in Clause I. 3.) has the same effect as a cancellation. Once notification of cancellation has been made, the BKB bank card must be immediately, and without request, returned to the bank. Despite cancellation, the bank shall remain entitled to debit all amounts from the account based on transactions that were made before the effective return of the BKB bank card.



10. Amendment of conditions and prices

The bank reserves the right to amend the conditions and prices at any time. Amendments shall be notified in an appropriate form and are considered accepted if the BKB bank card has not been returned before the amendments come into effect.

11. Terms and Conditions

Furthermore, the Bank's Terms and Conditions are applicable.

II. BKB bank card as a cash withdrawal card

1. Cash withdrawal function

The BKB bank card can be used together with the PIN at any time for the withdrawal of cash at automatic teller machines (ATMs) of BKB up to the limit set for the card.

2. PIN

The PIN will be sent separately in a sealed envelope to the authorized card holder. This consists of a machine-calculated 6-digit PIN unique to the card and known neither to the bank nor to third parties. If multiple BKB bank cards are issued, then each BKB bank card receives its own PIN.

3. Changing the PIN

The authorized card holder is advised to select a new 4–6 digit PIN at a suitably equipped BKB automatic teller machine (ATM), which will immediately replace the previously valid PIN. For security reasons, a 6-digit PIN should be selected. This can be changed at any time and as often as desired. To further protect the BKB bank card, the PIN chosen should not consist of easily determined numerical combinations (cf. Clause I.6 (d)), nor should it be noted on the BKB bank card or recorded in any other manner, even in an altered form, or stored together with the BKB bank card.

4. Authorization, debiting, and risk assumption

Any person who authorizes the use of the BKB bank card by entering the PIN is regarded as being entitled to withdraw cash with the BKB bank card; this also applies if this person is not the authorized card holder. Correspondingly, the bank is entitled to charge the amount authorized in this way. The risks arising from misuse of the BKB bank card are thus assumed by the account holder.

5. Assumption of loss in the absence of fault

Assuming that the authorized card holder has adhered to the conditions governing the use of the BKB bank card in all aspects (particularly the duties of care according to Clause 1.6) and if they are otherwise not at fault, then the bank can, after individual case examination, assume all or part of the losses incurred by the account holder as a result of the misuse of the BKB bank card by third parties. This also includes losses due to counterfeiting or forgery

of the BKB bank card. Not considered to be "third parties" are the authorized card holder, his or her partner, and persons living with either partner in the same household. Losses that are covered by the indemnity liability of an insurance company, as well as all consequential losses of any kind, shall not be assumed.

6. Technical malfunctions and operational breakdowns

The authorized card holder has no claim to compensation if use of the BKB bank card is not possible due to technical malfunctions and operational failures.

7. Limits

The bank sets the usage limit for each BKB bank card issued and informs the account holder thereof in appropriate manner. It is the responsibility of the account holder to inform any authorized persons regarding the usage limit.

8. Transaction receipt

For cash withdrawals, the authorized card holder receives a transaction receipt upon request at automatic teller machines (ATMs). The bank does not issue any debit notices.

9. Blocking

The bank shall be entitled to block the BKB debit card at any time, without previous notice to the authorized card holder and without providing reasons. The bank shall block the BKB bank card upon request of the authorized card holder, his or her notification of the loss of the BKB bank card and/or the PIN, and cancellation by the same.

The blocking can be requested only from the specific unit indicated by the bank. The bank shall be entitled to debit the account for use of the BKB bank card before the blocking takes effect within the period of normal business. The account can be charged for costs associated with the blocking. The blocking shall be removed only upon permission being granted by the account holder to the bank.

III. BKB bank card for deposit services

The BKB bank card can be used for the deposit of notes and coins at the automatic teller machines (ATMs) provided for the purpose. **The amount recognized by the automatic teller machine (ATM), and confirmed by the depositor to the automatic teller machine (ATM) will be credited automatically to the account listed on the BKB bank card or the account linked via the multifunction and selected at the automatic teller machine (ATM) of the bank, less the fee specified in the fee schedule, at the value of the deposit date.**

The credit is made regardless of the relationship between the depositor and the account holder, should both parties not be identical. The depositor's right of revocation expires with the acceptance of the amount by the automatic teller machine (ATM).

Terms and Conditions for Digital Banking

1. Digital Banking Services

1.1 The services offered by Basler Kantonalbank (hereinafter referred to as the “Bank”) in Digital Banking (E-Banking, Mobile Banking and other services), the applicable terms and conditions and additional details are set out in product descriptions, service overviews and user manuals. These can be seen on the Bank’s website and are also binding in addition to these Terms and Conditions for Digital Banking (hereinafter also referred to as “Terms and Conditions”).

1.2 The data exchange provided for in these Terms and Conditions relates to banking business and also other legal transactions which, in general, are based on separate agreements or terms and conditions of business. Additional or special agreements or provisions can apply to individual digital services. In the event of contradictions in the area of application of the services requested by the customer, the following order of precedence applies:

- any special terms and conditions relating to the digital service in question
- these Terms and Conditions for Digital Banking
- agreements or terms and conditions of business as well as information and conditions relating to individual banking or other business or services set out elsewhere on the Bank’s website
- general terms and conditions of business

In so far as special provisions and conditions exist for specific digital services that have to be accepted by the customer and/or users other than the customer (on this point see Clause 2.1), these may be communicated in electronic form by the Bank. The customer or, depending on the service, a user other than the customer, decides whether they wish to use the relevant service by electronically agreeing to the relevant provisions/conditions. Any conditions accepted by a user other than the customer are also binding on the customer. The Bank reserves the right to include new and/or supplementary provisions and conditions in existing agreements in other forms.

1.3 By using the “E-Documents” service or a similarly designated service (hereinafter referred to as “E-Documents”), the customer authorises the Bank to send correspondence relating to the corresponding accounts/custody accounts or any other banking products (particularly account and custody account statements, credit and debit advices, confirmations, interest, capital and other certificates, notifications of interest due, credit card statements as well as stock exchange trading and other statements, notifications in connection with capital market events) to themselves

and other users of Digital Banking in electronic form via Digital Banking and to make such correspondence available in Digital Banking. This applies to all products and services, i.e. also to such products and services in the context of the relevant banking relationship which are not accessible via Digital Banking.

The Bank is entitled to make documents as described above available electronically even in the absence of instructions from the customer. Existing instructions on custody or delivery by post will be replaced when the customer opts for the E-Documents service. The Bank reserves the right to restrict the availability of delivery of correspondence by post for certain accounts, custody accounts or other products. Customers will be informed of such changes in a suitable manner.

Even if the customer has opted for the E-Documents service, the Bank reserves the right to continue to send certain documents exclusively or additionally by post, particularly by reason of legal or regulatory requirements or, if in the Bank’s judgement, this is shown to safeguard the Bank’s interest.

Documents sent by electronic means in accordance with the customer’s instructions have the same legal effect as documents sent by post. Users must check documents sent in this form for completeness and accuracy. A document is deemed to have been duly received by the customer at the time the document can be accessed in Digital Banking. The customer is responsible for taking note of the documents addressed to them or intended for them in good time. The customer acknowledges that after the maximum available memory capacity has been reached or after the end of a certain period of time, the Bank is entitled to delete notifications, whether opened or unopened, that the Bank has sent to users. Mail boxes forming part of Digital Banking are therefore not intended to enable customers to comply with any of their statutory retention obligations.

1.4 As part of the digital services, users have the possibility of receiving information on certain events by means of electronic communications (e.g. texts/SMS, email, etc.). By using such services, customers acknowledge that the notifications are made via unencrypted communication channels. See also Clause 8 “Security in Digital Banking/banking secrecy” on this point.

2. Access to Digital Banking

2.1 Access to Digital Banking is granted to users who authenticate themselves by inputting the means of



identification as part of the selected user login process valid for these services. A user is deemed to be a person authorised by the customer (also referred to as “contractual partner” in contract documents) in the agreement for Digital Banking or in the framework of another agreement, e.g. a basic contract, for the use of Digital Banking (i.e. the customer themselves or a third party). The Bank reserves the right to restrict access to Digital Banking or to specific ranges of functions or functionalities to such users, other than the customer, who hold a bank power of attorney granted by virtue of signature documentation of the Bank. In so far as the customer is also a user, they are included in these conditions as a matter of principle even if mention is only made of a user or users. In so far as the customer is addressed specifically as the Bank’s contractual partner (account holder, custody account holder and, if applicable, in different relationships) in these Terms and Conditions, the term “customer” is normally used.

2.2 The following are required as means of identification for the use of Digital Banking:

- a) the identification number sent to the user by the Bank
and
- b) the user’s personal password which the user may select
and
- c) an additional means of identification provided by or accepted by the Bank (two-factor authentication)

The individual login processes and means of identification made available by the Bank are described on the Bank’s website and in specific product or other documentation, as applicable. They can be amended or replaced in line with the state of the art as it changes over time, or for other reasons, or by new processes. Customers affected by such changes will be informed in an appropriate manner.

2.3 Any person who identifies themselves as described in Clause 2.2 is deemed by the Bank to be entitled to use Digital Banking. Thus within the scope and to the extent of the services and methods of availability selected by the customer in the “Agreement for Digital Banking” or in another authoritative agreement e.g. a basic contract, and irrespective of that person’s legal relationship to the customer – if that person is not identical with the customer – and regardless of entries in the Commercial Register to the contrary, publications or rules in signature documents, and without further examination of that person’s authorisation and irrespective of the Bank’s legal relationship to the customer, the latter may allow such persons to make enquiries, issue instructions, obtain documents electronically and use other functionalities in Digital

Banking. The Bank is also authorised to take receipt of legally binding notifications and orders from them and to execute such orders. The Bank can withhold the use of specific functionalities e.g. for the issue of declarations of intent in legal matters which, by reason of legal or other provisions or in accordance with the Bank’s rules, must originate from the customer or certain proxies or signatories, from the customer themselves and specific users.

- 2.4 The Bank has the right at any time and without stating reasons to refuse the provision of Digital Banking services and to require that the user prove their identity in another form (e.g. by signature or personal appearance).
- 2.5 The customer accepts without reservation all transactions posted in Digital Banking by themselves or another user or a third party, as the case may be, using their means of identification. Likewise, all instructions, orders, notifications and declarations of intent which reach the Bank by Digital Banking or are issued to the Bank in text form in the course of the use of functionalities specially provided for this purpose or by the selection of electronic buttons or comparable items are deemed to be given, composed or issued and authorised by the customer and electronically provided documents as lawfully retrieved from a user.
- 2.6 Unless expressly agreed otherwise, the purpose of communication channels (notifications) provided within the scope of Digital Banking is not the transmission of time-critical messages by the user or messages subject to a deadline. Payment or stock exchange orders and other orders relating to securities transactions, revocations of orders or powers of attorney, the blocking of credit cards and similar procedures may, depending on the transaction and the underlying agreement, only be communicated by users via the communication channels provided and agreed for this purpose either as part of or outside Digital Banking. The Bank is entitled to delete notifications, whether opened or unopened, sent to users after the maximum available memory capacity has been reached or within a certain period of time. Mail boxes forming part of Digital Banking are therefore not intended to enable customers to comply with any of their statutory retention obligations. (see also Clause 1.3).

3. The user’s duties of care

3.1 All users undertake to change the initial password assigned by the Bank immediately after receipt and to change it regularly thereafter. Passwords should not consist of easily determined combinations (such as telephone numbers, dates of birth, car registration numbers, etc.).



- 3.2 Activation and/or verification codes for Digital Banking services supplied to users must be put into effect by users immediately and according to the instructions provided.
- 3.3 All users must ensure that all means of identification are kept secret and are protected against improper use by unauthorised persons. In particular, passwords must not be recorded or stored without protection on a terminal (such as a desktop computer, laptop, tablet or mobile telephone) or recorded elsewhere. Likewise, the means of identification must not be disclosed or otherwise made available to third parties. The Bank will never use email to request the user to enter their means of identification for Digital Banking in any data entry mask or to send it in any way to the Bank or to any other recipient. In order to reduce the security risk of manipulation by unauthorised third parties, when logging in via a web browser the user must ensure that the Internet address of Basler Kantonalbank is entered manually in the address bar and that the Bank's website is not accessed via links in search engines.
- 3.4 If there is cause for suspicion that unauthorised third parties have gained knowledge of one or more means of identification of a user, the user must change the relevant means of identification immediately. If this is not possible, the user must immediately request that access to the relevant services be blocked, or block access to the services themselves by taking the steps described on the Bank's relevant web pages or by proceeding in accordance with Clause 6.1 of these Terms and Conditions.
- 3.5 If there is cause for suspicion that unauthorised third parties have gained access to a user's terminal (e.g. in the event of loss or theft of the terminal), the user must contact the Bank by telephone without delay during the support times published on the Bank's web pages.
- 3.6 Users are responsible for the data collected about them and must therefore check all the data they enter for completeness and accuracy. Responsibility concerning data communicated by the user to the Bank remains with the user until this information is accepted for further processing by the Bank's system. The customer is responsible for the consequences that can arise from erroneous entries.

4. Risks and liability

- 4.1 Should loss or other detriment occur, without the Bank or a user breaching its or their duty of care, the party (the Bank or the customer) in whose sphere of influence the cause of the loss or the act causing the loss lies, shall be liable as a matter of principle. In particular, the customer bears the risks which arise from the misuse of a user's means of identification as well as from technical malfunctions or manipulation of the hardware and/or software of a user and also from breaches of the duties of care by users or from interference by unauthorised third parties in the public and private data transmission networks.
- In so far as the Bank is liable for the performance of services with its customary care, it is in principle only liable for the customer's direct and immediate losses. Liability for the customer's indirect losses is excluded.
- 4.2 The Bank accepts no guarantee for the accuracy and completeness of data displayed by the Bank in Digital Banking. In particular, information on bank accounts and custody accounts (balances, statements, transactions, etc.) as well as publicly accessible information such as stock-exchange prices and currency rates, are deemed to be unconfirmed and non-binding. Except for such information as is designated as binding, the information in the Bank's statements and documents sent to the customer and/or third parties nominated by the customer in paper or electronic form in accordance with the delivery instructions issued by the customer is authoritative. Data displayed in Digital Banking only constitutes binding offers if the data is expressly indicated as such.
- 4.3 The Bank does not arrange technical access to its services. This is the sole responsibility of the user. The customer particularly acknowledges that the Bank does not distribute the special software necessary for Internet access and for the use of Digital Banking, nor does the Bank support the user in respect of software or hardware problems unless corresponding support services have been expressly agreed. Consequently, the Bank accepts no guarantee for either network operators (providers) or for any necessary software.
- 4.4 Data communication is conducted over public telecommunications networks that are not specially protected (telephone, Internet, etc.). The Bank accepts no liability for losses arising from the use of these networks. In particular, the Bank accepts no liability for losses incurred by the customer as a consequence of communication faults, technical defects, interruptions in the telephone network or the Internet, unlawful tampering with network installations, overloading in the networks, wilful blocking of electronic access by third parties, interruptions or other deficiencies on the part of the network operator.
- 4.5 In spite of all security measures, the Bank cannot accept any liability for users' terminals as this is not possible from a technical standpoint (see Clause 8 on security/ banking secrecy).



4.6 The Bank expressly excludes liability for software that may be recommended or supplied by the Bank as well as the consequences arising from its use or during the transfer of the software via the Internet.

4.7 When exercising its customary degree of care, the Bank accepts no liability for the consequences of faults and interruptions, in particular in the processing during the operation of Digital Banking services (e.g. caused by unlawful interference with its computer systems or those of third parties engaged by the Bank).

4.8 If security risks are detected, the Bank reserves the right at any time to disconnect access to Digital banking for the protection of users until such risks are averted. The Bank accepts no liability for any losses arising from such an interruption.

4.9 The Bank accepts no liability for orders and/or settlement instructions and losses (particularly losses caused by exchange rate movements) that are not executed on time provided that the Bank has exercised its customary degree of care.

5. Execution of orders and instructions

5.1 Stock exchange and payment orders may in principle be submitted at any time. However, such orders are not processed around the clock, nor are they processed immediately after their submission. Amongst other factors, processing depends on trading days and times of the relevant stock exchange and also on the working and processing times of processing departments and organisations.

5.2 Transactions can only be released when the Bank has received all transaction confirmations that it has required.

6. Blocking

6.1 Users can arrange for access to the services in Digital Banking to be blocked. Blocking can only be requested during the times stipulated in the Bank's website. The Bank can require additional confirmation of the block in writing. The user can also block access to the services in Digital Banking themselves at any time by entering an incorrect means of identification incorrectly enough times until the block is displayed. However, the Bank reserves the right to execute payment and securities orders pending at the time of the block.

6.2 The Bank can require that the customer provide a written request for the removal of a block instigated by a user.

6.3 The Bank is entitled to block access by users to individual or all Digital Banking services at any time without

stating reasons and without prior termination of the corresponding agreement if this, in its own judgement, appears to be appropriate for objective reasons.

7. Provisions on power of attorney

Powers of attorney granted under the Bank's regulations governing signatures do not automatically authorise the use of Digital Banking services. Their use requires the issue of corresponding access, enquiry or other rights by the customer by means of a separate agreement. The Bank can make the use of all or specific services dependent in whole or in part on the existence of a Bank power of attorney granted under the Bank's regulations governing signatures or withhold the services from the customer themselves (see also Clause 2.1).

The entitlement of a user to use the Digital Banking services is valid until the customer issues a written cancellation to the Bank.

The deletion or amendment of the power of attorney or the signature rights of a user in accordance with a signature documentation lodged with the Bank, but not the deletion or amendment of a users' signature right in the Commercial Register, results in the revocation of all the rights granted to this person within the framework of Digital Banking. Simple enquiry rights remain unaffected thereby.

Authorisation to use Digital Banking services does not automatically lapse in the event of death and possible loss of legal capacity or bankruptcy of the customer, or of a user other than the customer.

8. Security in Digital Banking/banking secrecy

8.1 The customer acknowledges that the data used in Digital Banking services is transmitted via an open network which is accessible to everyone i.e. the Internet. The data is therefore transmitted by regular means and without controls across borders. This also applies to data transmission if the sender and recipient are located in Switzerland. Although the individual data packages are transmitted in an encrypted form, the sender and the recipient on the other hand remain unencrypted in each case. These can also be read by third parties. A third party may then be able to infer the existence of a banking relationship. By downloading, installing and using apps on terminals, points of contact can be created to third parties such as the operators of the app in question. It may therefore be possible to draw a conclusion on the existence of a customer relationship.

8.2 Special importance was attached to security during the development of Digital Banking and its ongoing enhancement, particularly by the use of a multi-step security system which, among other things, makes use of cryptographic procedures of a very high technical



standard. In principle, because of the encryption, it is not possible for any unauthorised person to view confidential customer data. However, absolute security cannot be guaranteed either by the Bank or by the user, even with security precautions meeting the highest, most technically advanced standards. The customer acknowledges in particular that their terminal constitutes the weak link when accessing Digital Banking. Regular updates to the software (e.g. the operating system) of the terminals as well as security precautions such as the installation and regular updating of an antivirus program in particular are the responsibility of the user.

8.3 The customer acknowledges in particular the following specific risks:

- Insufficient knowledge of the system and the absence of system precautions may facilitate unauthorised access (for example, inadequate protection of data stored on storage media, file transfers and screen radiation, etc.). It is incumbent on the customer to obtain information in detail about the necessary security precautions and to place the users other than the customer under an obligation of compliance with the precautions.
- It is impossible to exclude the creation of a user profile by the user's Internet provider; this means that the relevant providers have the means of tracing when and with whom users are in contact.
- There is the constant risk that a third party may gain unnoticed access to the Client's terminal during Internet use (e.g. through a Java or ActiveX application).
- There is also the constant risk that when using the Internet, malware (such as computer viruses) will spread on a user's terminal if the terminal is in contact with other systems, be it via computer networks or other data carriers.
- It is expected that users will work only with software procured from a trustworthy source.
- Modifications to the operating system of the user's terminal (e.g. jail breaking, rooting) may facilitate unauthorised access.

9. Import and export restrictions

The customer acknowledges that by using Digital Banking from outside Switzerland they might, under certain circumstances, infringe the provisions of foreign law. It is the customer's responsibility to seek information on this point and to inform users other than the customer about this matter. The Bank accepts no liability in this respect. The customer acknowledges that there may be import and export restrictions regarding encryption algorithms, which, if applicable, may be infringed when using Digital Banking services in or from a country other than Switzerland. The customer is responsible for informing users other than themselves about this matter.

10. Customer/user data and marketing

Attention is drawn to the Bank's General Terms and Conditions of Business and Privacy Statement. These can be viewed on the Bank's website at www.bkb.ch/data-protection.

11. Termination of the Agreement

Agreements for Digital Banking (including agreements concluded with a different designation) can be terminated in writing at any time by the customer and the Bank. Unless instructed to the contrary by a user, the Bank is entitled but not obliged to execute orders pending at the time of the termination. The Bank is entitled at its own discretion to cancel existing agreements for Digital Banking and thus access to Digital Banking services without prior notice or subsequent notification to the customer, if there has been no access made within one year from the conclusion of the agreement or Digital Banking has not been used for more than one year.

12. Reservation of particular statutory provisions

Any statutory or other provisions governing the operation and use of the Internet remain reserved and apply from the point in time when they come into force.

13. General terms and conditions of business

The Bank's General Terms and Conditions of Business also apply to the use of Digital Banking services (see also Clause 1.2).

14. Partial invalidity

The invalidity, illegality or unenforceability of one or more provisions of these Terms and Conditions do not affect the validity of the remaining parts of the agreement.

15. Amendment of the Terms and Conditions for Digital Banking and the services offered

The Bank may amend these Terms and Conditions at any time and/or restrict or extend the range of services offered in the area of digital services. It will notify the customer of such changes by an electronic display or notification within the framework of Digital Banking or in any other suitable way. Amendments will be deemed to be approved if the customer fails to object to the amendments to the Terms and Conditions and/or services within a period of one month following notification. The explicit acceptance of corresponding amendments by electronic or other means remains reserved if such amendments are presented correspondingly by the Bank, as well as amendments to the range of services without prior notification if such notification is impossible for objective reasons.

16. Mobile Banking

16.1 Mobile Banking enables Digital Banking to be used with a smartphone or another suitable mobile terminal via a corresponding app. The available



functionalities correspond in principle with those of E-Banking.

16.2 The minimum technical requirements for the use of Mobile Banking are set out in corresponding product descriptions and service overviews that can be seen on or downloaded from the Bank's website; these descriptions and overviews are regularly updated.

Version April 2023

Terms and Conditions for Payment Transactions

1. Purpose and scope of application

These Terms and Conditions for Payment Transactions govern the execution and receipt of domestic and cross-border transfers in cashless payment transactions (hereinafter referred to as “payment orders” or “incoming payments”).

They apply to all payment orders from clients and incoming payments for clients (collectively known as “transfers”) carried out via Basler Kantonalbank (“Bank”), regardless of which payment transaction product is used for this purpose or which financial institutions, correspondent banks and payment transaction service providers (hereinafter collectively called “financial institutions”) are involved besides the Bank.

2. Payment orders

2.1. Requirements placed on payment orders

The Bank accepts a payment order for execution if the following requirements are met in full and any additional information (e.g. currency-specific information or information required for specific payment orders) is available at the Bank.

The person issuing the order must have a right of disposal for the account to be debited.

Written payment orders are to be dated and signed with a legally valid signature.

2.1.1. Information in the payment order

To issue a payment order, the following information must be sent to the Bank as a minimum:

1. Client issuing the order:
 - Last name(s), first name(s) or company and address
 - IBAN (International Bank Account Number) or account number of the account to be debited
2. Beneficiary/payee:
 - Last name, first name or company and address
 - IBAN of the account to be credited, or
 - account number of the account to be credited including BIC (Business Identifier Code) and/or the national clearing number and name of the financial institution of the beneficiary
3. Amount to be transferred and the currency
4. Other information required for the payment method to be used (e.g. reference)
5. Charges/fee arrangements for payment orders for money to be transferred abroad or in foreign currencies; in the absence of these, fees are split (subject to foreign arrangements to the contrary)
6. Country-specific information, where necessary.

2.1.2. SEPA payment orders

SEPA (Single European Payments Area) payment orders must be transmitted to the Bank electronically and with the following information:

1. Client issuing the order:
 - Last name(s), first name(s) or company and address
 - IBAN (International Bank Account Number) or account number of the account to be debited
2. Beneficiary/payee:
 - Last name, first name or company and address
 - IBAN of the account to be credited at a financial institution that is a SEPA participant
3. Amount to be transferred in EUR
4. Confirmation of the charges arrangement “fee splitting”, i.e. the Client issuing the order and the beneficiary pay the fees of their own financial institution.

If, based on the IBAN, the Bank identifies that the financial institution is a SEPA participant, the payment order in EUR is processed as a SEPA payment in the absence of express instructions to the contrary.

2.1.3. Instant payment orders

If the Bank offers the execution of orders for instant payments, these must be recorded electronically and transferred to the Bank with the following information:

1. Client issuing the order:
 - Last name(s), first name(s) or company and address
 - IBAN (International Bank Account Number) or account number of the account to be debited
2. Beneficiary/payee:
 - Last name, first name or company and address
 - IBAN of the account to be credited at a financial institution that supports instant payments
3. Amount to be transferred in CHF (within the relevant limit)
4. Confirmation of the charges arrangement for instant payments
5. Selection of execution as an “instant payment order” in the corresponding Bank product. Other communications/instructions are not permitted and will not be taken into account.

2.1.4. Standing orders

If a payment is to be executed repeatedly (standing order), the desired frequency of the payment and the first execution date are to be sent to the Bank along with the information in Clauses 2.1.1. and 2.1.2.

Orders to record, amend or delete standing orders must be received by the Bank at least 5 banking days before the execution date. If they are received later by the Bank, it



may only be possible to consider them for the next execution date.

The Bank can delete standing orders in justified cases and will notify the Client in such cases, particularly if the debit account is closed or if the standing order has not been executed on a number of occasions (e.g. due to lack of funds). Standing orders are not automatically deleted in the event of the Client's death or the Client's incapacity to act.

In all other respects, standing orders remain valid until cancelled by the Client and end at the latest when the business relationship is terminated.

2.1.5. Group payment orders

In the case of payment orders that comprise several payments (group payment orders), the requirements on the issue and content of payment orders must be met for every single payment. Otherwise, the entire group payment order may be rejected without processing by the Bank. The Bank can nevertheless, at its own discretion, execute individual payments in the group payment order that meet the requirements.

2.1.6. Cheques

The Bank is not obliged to issue bank cheques. Bank cheques are debited from the Client's account when they are issued by the Bank or a correspondent bank is instructed to do so.

The Bank accepts cheques for collection and for crediting to the Client's account at its own discretion. If the Bank accepts cheques for collection, it decides on the time when the collection is credited to the Client's account. It is entitled to charge back any unpaid cheques. This also applies if cheques previously credited are subsequently determined to be stolen or otherwise lost, forged, or defective. Pending the settlement of any debit balance, the Bank retains a claim to payment of the total amount of the cheque under the law relating to cheques or any other claims, including ancillary claims, against all obligors associated with the said instrument.

2.1.7. Rejection of payment orders

The Bank is entitled to reject a payment order from the Client if it does not meet one or more of the necessary requirements, if its execution is prevented by prohibitions or restrictions on disposal in accordance with Clause 4.8., if its validity or execution is subject to conditions, or if it is contradictory in itself (e.g. indication of a closed debit account). It is also authorised to reject a payment order if a payment is requested in an unusual currency or if the order arrives via a channel not intended for this purpose or if there are doubts about the right of disposal of the person issuing the order.

The payment order can also be rejected by another party involved in the transfer (e.g. a correspondent bank or the payee's financial institution).

The Bank will inform the Client of the rejection of a payment order within a reasonable period of time and in an appropriate manner. If known and permitted, the Bank will also provide information on the reason for the rejection.

If the errors in a payment order are subsequently rectified and there are no instructions to the contrary from the Client, the Bank may also execute a payment order after any requested execution date instead of rejecting the payment order.

2.1.8. Correction of payment orders by the Bank

The Bank is entitled, but not obliged, at its own discretion to execute a payment order without consulting the Client despite incorrect or missing information relating to form or content if the information can be corrected and/or supplemented by the Bank beyond all doubt (e.g. incomplete or incorrect account numbers/IBAN/reference, last name and first name or company and address, conversion of an account number into the IBAN format).

If the Bank itself can rectify the reason for a rejection by a different financial institution, it is entitled, but not obliged, to execute the payment order again at its own discretion.

2.1.9. Amendment and cancellation of payment orders

Changes to payment orders already issued and the cancellation of payment orders must generally be made via the Bank's electronic products or in writing. Subject to any payment system rules to the contrary, the payment order can no longer be changed or cancelled once the account has been debited.

2.2. Execution of payment orders

The Bank executes payment orders insofar as the information required for the payment order is available and there are no reasons to reject the payment order. Payment orders are executed while exercising customary business diligence and subject to the following conditions (Clauses 2.2.1. – 2.2.7.).

2.2.1. Sufficient funds to cover the payment order

At the time the payment is executed, the Client must have a freely available credit balance or a freely available credit limit (cover) on the account to be debited of at least the minimum amount of the sum to be transferred, including any fees incurred.

If the amount to be transferred has not yet been determined (e.g. in the case of earmarked/reserved card payments), the Bank is entitled to debit the account to the extent of this amount or to freeze the required funds.



Regardless of the date or time when the payment order is received, the Bank may, at its own discretion and without any obligation to inform the Client, execute payment orders despite a lack of funds or suspend execution for up to 10 banking days if cover is expected. If a payment order is executed despite insufficient funds, the Bank will charge the Client interest in accordance with the agreement or conditions in the published lists/product information sheets.

2.2.2. Time of execution, cut-off times

Without instructions to the contrary, the Bank usually executes a payment order within 3 banking days following receipt by the Bank.

If the payment order contains an execution date, the Bank will execute it on the requested execution date, having regard to the following rules, provided that the order has arrived at the Bank's processing centre by that date and that all the conditions for the execution of a payment order are met. The Client's account will be debited at the time of processing with the value date of the requested execution date.

If an execution date is requested and this falls on a Saturday, Sunday or a (bank) holiday, the Bank is authorised to debit the Client account on the preceding or following banking day. The Client acknowledges that credits to the payee may be delayed as a result of foreign regulations regarding banking days and public holidays, country- or currency-specific peculiarities, legal or regulatory restrictions, political unrest, natural disasters, etc. or due to any necessary clarification.

The Bank's cut-off times for payment orders remain reserved. The Client can obtain these from the Bank; they are also published on www.bkb.ch. If the payment order is received by the Bank after the cut-off time or if the requested execution date is in the past, the payment can usually only be executed on the next banking day after receipt of the payment order.

2.2.3. Execution of instant payment orders

If the Bank offers to execute instant payment orders, orders for instant payments will be executed if the necessary validation checks could be successfully performed at the time the order was issued. Notwithstanding the regulations on cut-off times, banking days and banking holidays, instant payment orders are usually executed immediately.

If an instant payment order cannot be executed, the Bank is entitled, but not obliged, to execute it in accordance with the general rules on the execution of payment orders.

2.2.4. Engagement of third parties by the Bank

The Bank selects and instructs the parties it calls upon to assist in the processing of a transfer (for example, a correspondent bank) with customary business diligence. It can amend any information provided by the Client.

2.2.5. Failure to execute payment orders

The Bank will inform the Client within a reasonable period of time and in an appropriate manner if a payment order is not executed by the Bank due to insufficient funds or for other reasons. If known and permitted, the Bank will also provide information about the reason for the failure to execute the order.

The Bank will credit amounts already debited to the debited account with the value date of receipt by the Bank. If the debited account is closed, the Bank will inform the Client. Clause 4.4. applies with regard to currency conversion/exchange rate risk.

2.2.6. Waiving of data reconciliation regarding the beneficiary

The Client issuing the order acknowledges that the beneficiary's financial institution will generally credit the amount solely on the basis of the IBAN or account number stated in the transfer, i.e. without reconciling it with the name and address of the beneficiary. Nevertheless, the beneficiary's financial institution may reserve the right to carry out this reconciliation at its own discretion and to reject the transfer if there is a discrepancy or to contact the Bank and ask for further information. If the beneficiary's financial institution asks the Bank for information, the Bank is entitled to provide the corresponding information.

2.2.7. Recall of payment orders

The Bank will forward to the payee's financial institution any recalls and amendments to payment orders already executed. However, whether a recall leads to a refund or the acceptance of the amendment does not lie within the Bank's responsibility.

3. Incoming payments

3.1. Waiving of data reconciliation for credits

The Bank credits incoming payments to the account indicated in the transfer by means of IBAN or account number without reconciling the additional data transmitted with the name (or company) and address of the account holder. Nevertheless, the Bank reserves the right, at its own discretion, to carry out such a reconciliation and to proceed in accordance with Clause 3.3. in the event of a discrepancy.

3.2. Credit date

If the credit date falls on a Saturday, Sunday or a (bank)



holiday, the Bank is entitled to credit the Client account on the preceding or following banking day.

The Client acknowledges that the crediting of incoming payments may be delayed as a result of legal or regulatory requirements or due to clarifications.

Incoming payments via payment systems are posted with the value date of the credit to the Bank's settlement account.

3.3. Repayment and freezing of incoming payments

The Bank will transfer back any incoming payments for which information is missing or the information is incorrect or unclear (for example, no IBAN or an incorrect IBAN or account number, inadequate data regarding the person making the transfer), or where a reconciliation conducted in accordance with Clause 3.1. reveals discrepancies. It can clarify matters in advance in accordance with Clause 4.8. The same applies if other reasons prevent a credit (account closed, legal or regulatory requirements or internal regulations such as money laundering regulations, orders by public authorities, national or international sanctions to be observed by the Bank, etc.), provided that the Bank is not obliged to freeze the incoming payment.

The Bank will inform the Client, subject to any other obligations, about repayments or the freezing of incoming payments and is entitled to disclose the reason for not crediting the remittance to all the parties involved in the transaction (including the Client issuing the order). This means any conclusions drawn by third parties regarding the Client's banking relationship cannot be ruled out.

3.4. Cover payments

In the case of incoming payments in foreign currencies that are associated with a cover payment (i.e. the purchase of the corresponding currency by another financial institution), the Bank reserves the right not to credit the relevant account until its correspondent bank has confirmed that the cover payment has been received. If the Bank credits the relevant account before receipt of a confirmation, the credit is made with the reservation that the Bank can debit the credited amount (including interest since crediting) at any time to the Client's account or otherwise reclaim it if it does not receive the cover payment from its correspondent bank within 3 banking days after crediting the account. The Bank reserves the right to make differing agreements.

3.5. Incoming payments from the Client's invoices

Clients who create or arrange for the creation of QR-bills or who create or arrange for the creation of invoices digitally undertake to comply with the applicable norms and standards or system requirements regarding invoicing.

4. Shared provisions for payment orders and incoming payments

4.1. Notices of debits and credits

Notices of debits and credits are made available to the Client electronically or in writing.

Complaints relating to the execution, non-execution, or incorrect execution of orders or objections to credit and debit advices must be lodged immediately, and no later than one month from the notification by the Bank. If no complaints are lodged within the period allowed, the execution or non-execution and the relevant notices are deemed to have been approved. In every case the Client is responsible for any loss or damage arising from a delay in the lodging of a complaint.

4.2. Due diligence by the Client

The Client is obliged to carefully store their payment transaction documents (receipts, payment orders, identification and authorisation details, etc.) in order to prevent access by unauthorised persons. Authorisation codes that allow access to the Client's account may not be disclosed to third parties (including payment initiation services).

The Client must take all reasonable precautionary measures to prevent abuse or fraud. The Client must also immediately inform the Bank of irregularities or the loss of payment transaction documents.

The special due diligence obligations of the Client in accordance with specific product or service contracts remain reserved.

4.3. Fees

The Bank is authorised to charge a fee both for the processing of payment orders and for the processing of incoming payments, associated additional services (such as research, reclaiming, reproduction of data or manual efforts due to special Client instructions) and for currency conversions. This fee may also include costs charged to the Bank by participating financial institutions for their involvement in the processing of a transfer.

The fees are based on published fee schedules and product data sheets. These are also published at www.bkb.ch and can be obtained on request. Changes are possible at any time, specifically in the case of changes in conditions or costs, and in the event of re-evaluation of business risks, through adjustment of the fee schedules and product data sheets. The Client will be notified of such changes in advance by appropriate means.

The Bank has the right to debit the fees it charges directly to an account held by the Client. In the case of incoming payments, the Bank is authorised to deduct fees from the

amount to be credited before crediting the relevant account.

4.4. Currency conversion/exchange rate risk

The credits and debits of foreign currency amounts are debited/credited from/to accounts in Swiss francs at the Bank's relevant currency purchase or sales rate at the time of processing unless the Client has given timely instructions to the contrary or holds an account in the relevant foreign currency. If the Client holds accounts only in foreign currencies, the Bank may credit the amounts in one of these currencies at its discretion. The Client bears any exchange rate risks (for example, in the event of a re-credit after the account has been debited).

4.5. Reverse postings

The Bank is entitled to debit a credited amount (including interest since crediting) from the Client's account at any time without consulting the Client and irrespective of any account balancing that has taken place in the meantime, or to reclaim it in another way, if it is subsequently demonstrated that the credit was made by the Bank in error, in particular by mistake, or was incorrect or unlawful.

The Bank will inform the Client about any chargeback made.

4.6. Processing and forwarding of payment transaction data

The Client acknowledges that his/her order data will be disclosed to the financial institutions involved (in particular the Bank's domestic and foreign correspondent banks and the beneficiary's financial institution) as well as to domestic or foreign system operators or transmission systems (e.g. SIC, euroSIC, SWIFT) and the beneficiaries in Switzerland and abroad when the payment order is processed. This also applies to data corrected by the Bank in accordance with Clause 2.1.8. Data from domestic transfers can also be transferred abroad. Data may be transmitted by all the parties involved to third parties commissioned for further processing or data protection in other countries.

Information on orders or incoming payments may be disclosed if departments and services are outsourced to the Bank's service-providers within Switzerland or abroad or as part of statutory or regulatory information and reporting obligations.

The Client acknowledges that data transmitted to a foreign country is no longer protected by Swiss law, but is instead subject to the provisions of the relevant foreign legal system which may possibly not provide adequate protection. Depending on the circumstances, authorities located there may access data or demand that such data be surrendered to them.

4.7. Country and currency-related special situations

The Bank reserves the right to suspend all or part of its payment transactions with certain countries or in certain currencies. The Client will be informed of such restrictions or suspensions by publication on www.bkb.ch

The Client must observe the regulations and special situations concerning payment transactions with the corresponding countries.

4.8. Violation of legal and internal bank regulations, prevention of abuse

The Bank is not obliged to execute payment orders or process incoming payments that violate applicable law, regulatory requirements or orders from relevant authorities or that are otherwise inconsistent with the Bank's internal or external rules of conduct and measures (such as embargo or money laundering regulations) or applicable contracts (such as the hypothecation of account balances)

The Bank may carry out clarifications about incoming payments and outgoing payments. In the case of incoming payments, the Bank can request corrected or supplementary payment instructions from the originating party's financial institution so it is in a position to decide whether it can credit, reject or freeze the incoming funds.

If the Bank has evidence of the absence of intention on the part of the Client or abuse, it may postpone, restrict or refuse payment transactions in whole or in part.

4.9. Liability of the Bank and disclaimers

4.9.1. General

The Bank is only liable for direct and indirect losses that it causes by failing to exercise customary business diligence. Liability for the Client's indirect or consequential losses is excluded.

4.9.2. Rejections, non-execution or delays due to clarifications by the Bank

The Bank is not liable for the consequences of any rejection, non-execution or delay due to queries or clarifications by the Bank or by correspondent banks regarding payment orders or incoming payments or due to foreign regulations concerning banking days and (bank) holidays.

4.9.3. Engagement of third parties

If a party not chosen by the Bank (for example, the beneficiary's financial institution) or a party that had to be engaged by the Bank due to lack of choice does not meet its obligations, the Client cannot derive any claims against the Bank therefrom.



The Bank accepts no liability if transfers are delayed, frozen or prevented due to the insolvency of a participating correspondent or recipient bank.

4.9.4. Transfer risks

Transfers may be delayed or prevented by circumstances beyond the Bank's control, in particular due to (inter) national or foreign regulations and measures (for example, legal or regulatory restrictions such as sanctions, transfer prohibitions or restrictions by currency and payment systems). The Client cannot derive any claim against the Bank from such delay, freezing or non-execution of the transaction.

4.9.5. Electronic products and services

The Bank points out the risks arising from the use of electronic products and services as well as the due diligence to be exercised by the Client to avoid such risks and requirements placed on the user's terminals in the specific contracts for electronic products and services which also contain specific liability rules. Subject to such specific liability rules, the Bank is not liable for consequences arising from the user's failure to exercise due diligence as well as for the misuse of means of legitimation, for the accuracy and completeness of data displayed, for technical access to electronic services, for the availability, freedom from faults or misuse of telecommunications networks or the Internet or for the functioning and security of the user's terminals.

If security risks are detected or during the maintenance of the required systems, the Bank reserves the right to suspend access to electronic services for the protection of users until such risks are averted or maintenance has been completed. The Bank accepts no liability for any loss or damage arising from such an interruption, in particular from orders not executed on time or exchange rate losses.

4.9.6. Obligations of the Client

The Bank accepts no liability for any loss or damage incurred as a result of non-compliance with the Client's obligations. In particular, the Bank is not liable for costs resulting from non-compliance with requirements relating to invoicing (e.g. standards for QR-bills) or from the acceptance of increased risks (e.g. invoicing via e-mail).

4.10. Terms and Conditions and other contractual provisions

We reserve the right to special provisions for transfers in specific product or service contracts between the Bank and the Client (e.g. card payments, Digital Banking payments) and other special provisions of payment transactions.

The Terms and Conditions are additionally applicable.

4.11. Amendment of the Terms and Conditions for Payment Transactions

The Bank may amend the Terms and Conditions for Payment Transactions at any time. These amendments will be communicated to the Client in advance by appropriate means and shall be deemed as approved unless an objection is raised within one month.

Conditions for electronic communication

The following provisions apply to the use of email in dealings with Basler Kantonalbank (the "Bank"):

1. The bank is entitled to communicate via the email addresses confirmed to it in writing or electronically without additional verification of their legitimacy and to provide the owner of the email address with any information desired in this way.

With regard to information on client relationships, a corresponding right of access of the owner of the email address (in particular as a client, as an authorised representative, etc.) is required. If such a right exists, the Bank may also send client data or client documents by email.

2. Risks of email

If you want to communicate with the Bank by email or authorise other persons to do so, you are aware of the risks of exchanging information via email and accept them, in particular:

- The owner of the email address can share associated mailboxes with other people (a "shared mailbox"), so that they can take note of the communication by email;
- The information is transmitted unencrypted via open networks accessible to everyone and can be viewed by third parties (e.g. network and service operators). This may indicate the existence of a client relationship with the Bank. **Data protection and banking secrecy** (insofar as client data should be the subject of emails) **cannot, therefore, be guaranteed;**
- Information may be transmitted across borders in an uncontrolled manner, even if both sender and recipient are located in Switzerland;
- Unauthorised persons may be able to view and modify the communication and manipulate the identity of the sender (e.g. the email address) and/or recipient;
- The exchange of information may be delayed or interrupted as a result of transmission errors, technical faults, interruptions, malfunctions, illegal interventions, network congestion or other inadequacies of the network operators and the like. Misdirections or deletions of emails (and/or attachments) can be caused;
- The transmission of information from abroad may, under certain circumstances, violate provisions of foreign law. It is up to the user of email to obtain information on such topics;
- Messages may contain malicious software with significant potential for damage.

3. Diligence by the Bank, disclaimer

The Bank shall employ its normal business diligence when using email. The Bank assumes no responsibility for the accuracy and integrity or for the receipt and dispatch of unsecured electronic communications

such as, in particular, email. The Bank shall bear the loss arising, in particular, from losses, delays, irregularities, duplicate copies or from technical malfunctions and operational breakdowns to the extent that it has failed to exercise normal business diligence. Otherwise, the owner of the confirmed email address and, if applicable, the client shall bear the cost of this damage. In particular, the Bank assumes no liability for damage and other disadvantages arising from the careless use of a confirmed email address by its owner, from unlawful interventions in its devices and software or from the realisation of the above-mentioned risks of exchanging information by email.

4. Obligations of the user of the email address

It is the responsibility of the user of an email address to ensure that this and the devices and software used are protected at all times and professionally against electronic attacks and use by unauthorised persons. Requests allegedly originating from the Bank to enter or disclose means of legitimation by email with links to login pages must not be answered and must be deleted immediately. The Bank must be informed immediately and the confirmation of the email address must be revoked if there is a fear of misuse of the confirmed email address or if there are any other doubts about the origin of emails received.

The Bank recommends that the addressee be re-entered each time a message is sent and that any previously received communication should not be sent.

5. Processing of email

Incoming emails are processed by the bank as part of the normal course of business and without temporal priority.

Orders or instructions to the Bank regarding client relationships (remuneration orders, stock exchange orders, balancing orders, shipping instructions, etc.) cannot be issued by email. The Bank is not obliged to execute such orders.

Personal data will be processed in accordance with the Bank's data protection statement. The bank recommends that you do not send confidential or time-critical information to the Bank by email. In particular, clients are asked to contact the Bank via the secure channels provided for this purpose (e.g. E-Banking or the Mobile Banking application).

6. No obligation to use email

There is no obligation to use email.

The Bank may interrupt or suspend email communication at any time, in particular if there is a risk of misuse or if legal or contractual obligations so require. It may refuse to accept or process email or make it dependent on additional clarifications and, in particular, reserves the right not to respond to electronic commu-



nication or email if it arrives via an email address other than a confirmed email address or not to communicate by email with persons domiciled abroad.

The Bank is not obliged to forward email to clients or other authorised persons or to inform them separately via email to the owner of the email address.

7. Other contact details

Other contact details (e.g. telephone contacts, postal addresses, E-Banking), which are communicated to the Bank within or outside of client relationships or orders for electronic publications of the bank (e.g. newsletters) are not changed by a confirmation of an email address.

8. Revocation of an email address

Confirmation of an email address can be revoked free of charge at any time.

If an email address is no longer to be used by the Bank (e.g. due to a change of email address), it is the client's responsibility to revoke it immediately. If necessary, a new confirmation of the use of email must be submitted.

In the absence of revocation, the confirmation of the email address shall apply beyond the death of its owner or any clients affected or the occurrence of their incapacity to act or deletion as a company (without regard to other entries in the commercial register).

9. Change in the conditions for electronic communication

The Bank may change these conditions at any time. It shall notify the owner of the email address or the client concerned, if any, by email or in any other suitable way. The changes shall be deemed to have been approved without objection within a period of one month.

Information to our Clients – Avoiding dormant assets

Dear Client,

It happens from time to time that a bank loses contact with its Clients and that assets held at the bank become contactless or dormant as a result. Problems and undesirable situations may arise for all involved, particularly when the assets are ultimately forgotten by the Clients and their heirs. The Swiss Bankers Association (www.swissbanking.org) has therefore cooperated with the Swiss banks in preparing a series of measures aimed at avoiding and handling contactless and dormant assets. These measures are outlined for you below:

What you can do to prevent contact from being lost

- Please notify us immediately if you change your address or if you find that the address we are using is not the right one and needs to be corrected (for example, due to marriage).
- Please also inform us if you will be absent for a prolonged period and want communications to be forwarded to another address.
- It is generally recommended to designate an authorized person or appoint a special person that the Bank can contact if we lose touch with you.

Measures to be taken by the Bank if contact is lost

If contact with a Client is lost, we will adopt the following measures in accordance with the code of professional conduct of the Swiss Bankers Association that applies in these circumstances:

Immediate measures

As soon as we discover that the communications mailed to a Client can no longer be delivered, due for instance to a change of address, and no more contact of any kind exists with the Client (such as a bank visit or E-Banking login), we will with due care and diligence endeavour to restore contact and ascertain the new address. If need be, we will also commission a third party to conduct a search. These third-party agents are subject to the same duty of secrecy as the bank's employees. Banking secrecy is therefore maintained.

Measures to be taken if contact is lost or assets are dormant

If our search after a loss of contact is unsuccessful or if contact with the Client is not possible for other reasons, a contactless state is fundamentally determined. In this case, we are obligated under the code of professional conduct to take the following action:

- The assets are specially earmarked and recorded centrally within the Bank and held as contactless for 10 years and subsequently for 50 years as dormant.

- The data of contactless Clients are reported to the central database for all assets over CHF 500.00 and for all safety deposit boxes. This database, which is maintained by SIX SAG, can be accessed only by the Swiss Banking Ombudsman.
- 50 years after the assets become dormant (i.e., 60 years after the last contact) the name of dormant Client accounts with a value that exceeds CHF 500.00 or the value of which is unknown in the case of safety deposit boxes shall be published on the website <https://www.dormantaccounts.ch>.
- The assets are delivered to the Swiss federal government (Swiss Federal Tax Administration) if no legitimate claim to the assets is asserted during the publication period. Claims of any entitled persons expire upon delivery of the assets to the Swiss federal government.

Rights are upheld even if contact is lost or assets are dormant

- The rights of Clients or of their legal successors are upheld even if contact is lost or assets are dormant until the assets are turned over to the Swiss federal government. In this context, a deviation from contractual provisions is admissible only if deemed to be in the Client's best interest. For instance, current-account and similar balances can be converted into interest-bearing investments for the Client; i.e., with exercise of due care and to the extent possible, that are profitable (savings accounts, bonds, or investment funds with a conservative risk profile). Existing savings accounts will continue to be managed subject to the applicable interest rates of the Bank. The same applies to asset management mandates, provided the specified investment objective is not inconsistent with the Client's obvious interests. Safety deposit boxes, whether the rental costs are covered or not covered, can be opened and the content stored centrally in order to complete the search measures and with respect to the liquidation, subject to internal bank instructions.

Costs

The standard fees and costs apply even if contact with the Client is lost and assets are dormant. We will also charge the account for the costs incurred for searches and for special handling and supervising of contactless and dormant assets, as well as for the publication and processing of seemingly unjustified claims. Needless to say, the extent of the investigations will be determined by their reasonableness and, in particular, by the value of the assets held.

Thank you for your help in avoiding the loss of contact and dormant assets.



Explanations for tax self-declaration

Automatic exchange of information (AEOI)

I/we acknowledge that the Bank is required to report information on the account holder/beneficial owner and on the assets to the Federal Tax Administration if the account holder/beneficial owner is resident for tax purposes in a state with which Switzerland has concluded an agreement on the automatic exchange of information in tax matters.

In accordance with the statutory provisions, the Federal Tax Administration is required to forward the information received to the competent foreign tax authority/authorities.

FATCA

I/we acknowledge that the Bank is required to report information about the account holder/beneficial owner and the assets directly to the US tax authorities (IRS) if the account holder/beneficial owner is classified as a US person pursuant to US tax law.

Note on the determination of unlimited tax liability

In a first step, tax residence can be determined in accordance with country-specific regulations on unlimited tax liability. The connecting factors for unlimited taxation vary from country to country, with the following residence characteristics to be reviewed step by step:

- permanent residence in a Contracting State,
- centre of life interests in a Contracting State,
- habitual place of residence in a Contracting State, or
- citizenship of a Contracting State.

If a person is deemed to be subject to unlimited tax liability in more than one state due to the country-specific regulations, a possible double taxation agreement (DTA) between the two states should be used for the determination of tax residence in a second step. In such cases, the so-called tie-breaker rules determine in which state a person is resident for tax purposes. If there is no DTA between the two states which assigns the tax residence to one of the two, a person shall be deemed to be resident in both states for the purpose of the automatic exchange of information on financial accounts. A limited tax liability (e.g. on the basis of income from sources in a state, real estate, a shareholding in a partnership or a permanent establishment) does not normally create tax residence relevant to the AEOI. If you have any questions about your tax residence, please contact your tax advisor.