



Comparison of the old and new Terms and Conditions of Basler Kantonalbank (Art. 8, 14, 16 and 17)

2020 version	New 2024 version
8. Conditions, taxes, and charges	8. Interest, prices, taxes, and charges
<p>Agreed or customary conditions (interest, fees [including balance fees], commissions, and charges) and taxes 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.</p>	<p>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.</p>
<p>The current conditions and other charges are based on available fee schedules and product data sheets. Changes are possible at any time, specifically in case of changes in money market conditions or the costs and reevaluation of business risks, through adjustment of the fee schedules and product data sheets. The Client will be advised of the changes in advance by appropriate means.</p>	<p>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.</p>
<p>Changes or new conditions 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.</p>	<p>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.</p>
<p>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.</p>	<p>[unchanged]</p>



2020 version	New 2024 version
<i>Continuation of Art. 8</i>	<i>Continuation of Art. 8</i>
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.	[unchanged]
14. Outsourcing of specific Bank activities	[unchanged]
The Bank may outsource departments 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. Within the scope of outsourcing, it may be necessary to transmit data to third parties. All service providers are bound to appropriate confidentiality requirements.	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.
16. Data protection and banking secrecy	[unchanged]
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.	[unchanged]
The obligation of the Bank to preserve banking secrecy does not apply in the event of legal or regulatory obligations of disclosure or reporting by 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. This applies in particular:	[unchanged]



2020 version	New 2024 version
<i>Continuation of Art. 16</i>	<i>Continuation of Art. 16</i>
a) Towards third parties in Switzerland and other countries (e.g., brokers, banks, transaction registers, stock exchanges, processing agents and third-party depositories, 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;	[unchanged]
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);	[unchanged]
c) To safeguard the enforcement in Switzerland or in other countries of receivables or other right towards the Client and for the realization of securities provided for the Client;	[unchanged]
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;	[unchanged]
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.	[unchanged]
	f) For performing outsourcings in accordance with Art. 14.



2020 version	New 2024 version
<i>Continuation of Art. 16</i>	<i>Continuation of Art. 16</i>
<p>The Bank stores and processes data relating to its business relationship with the Client as well as data from third-party sources that it can use to create and process profiles. This Data may be exchanged between the Bank and other banks and legal entities of the Basler Kantonalbank Group and be used for the reasons listed in e) and for market research and other 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).</p>	[unchanged]
<p>The Client is aware that data that are transferred to other countries are no longer protected by Swiss law but are subject to the provisions of the respective foreign legal systems.</p>	<p>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.</p>
17. Dormancy	[unchanged]
<p>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).</p>	[unchanged]
<p>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.</p>	[unchanged]
<p>In addition to the conditions and other charges according to the fee schedule/product data sheets, which continue to apply in the case of dormancy, the Bank is entitled to debit to the Client a special charge plus compensation for all expenses incurred in connection with the dormancy.</p>	<p>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.</p>