



Basic documents BKB



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General Conditions

Version 2019

These conditions serve to govern clearly the relationship between the client and 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.

For ease of comprehension, the masculine form is used throughout these conditions; these references are intended to include also female clients of the Bank.

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 communicated to the Bank shall be valid until explicit communication of change and regardless of any other entries in the Commercial Register or public announcements. Accounts or custody accounts for which multiple persons are authorized can be disposed of only by the authorized persons jointly.

2. Verification of authorization and due-diligence obligations

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

Damages 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 agent 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 damage 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 damages 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 damages 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 damages 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 surface mail, telephone, electronic channels (e.g., email, fax, SMS, 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 damages 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 customer 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 damages 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. Conditions, taxes, and charges

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.

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 lists and product data sheets. The client will be advised of the changes in advance by appropriate means.

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.



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 that can usually only be performed for a fee, the Bank may determine the amount of said fee 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 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 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 payments, for transfers or assignment of balances, securities, and other assets, or for offset), as well as generally refuse to accept assets or balances.

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

In accordance with the relevant regulations, the Bank may delegate specific services to third parties either wholly or in part. This concerns mainly payments, administration of securities, printing and mailing of bank documents, information technology and loan risk management. Within the scope of outsourcing, it may be necessary to transmit data to third parties. All service providers are bound to appropriate 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 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. Data protection and banking secrecy

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 Bank stores and processes such data and data from third-party sources and may create profiles from such data. These profiles are used by the Bank mainly to inform and advise the client about products and services and for purposes of market research, marketing, and risk management.

The Bank publishes the basic principles regarding the processing of personal data and any updates on the Internet (at www.bkb.ch/privacy-statement).

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 in connection with:

- Services performed by the Bank for the client, such as account and custody account management or processing of payments, securities, currency, and other client transactions (which may have international connection; further information on this subject is available at www.swissbanking.org);
- Impending or initiated proceedings against the Bank by the client or other persons involved with the banking relationship or the assets either domestically or abroad (including as third party);
- Securing and enforcement, domestically or abroad, of claims or other rights in respect of the client and exercise of securities furnished for the client;
- Objections of the client or other persons involved with the banking relationship or the assets against the Bank in public, to the media, or to authorities;
- Provision of comprehensive and efficient customer service and information regarding services offered by group companies, as well as compliance and other risk management reasons within the group relating to group companies in Switzerland.

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.

In addition to the conditions and other charges according to the schedule of fees/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.

18. Amendments to the General Conditions

The Bank may amend the General Conditions at any time. The changes will be communicated to the client in advance by appropriate means and shall be deemed to have been approved if not contested within one month.

19. Applicable law and place of jurisdiction

All legal relationships between the client and the Bank are subject to **Swiss law exclusively**. The place of performance, place of debt collection for clients with a foreign domicile, and **the sole place of jurisdiction for all disputes shall be 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 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 regulations are applicable in addition to the General Conditions for storage, book entry, and management of valuables and other suitable items (safe custody assets) by 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 safekeeping 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 fulfill 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 completed inspection. 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 lists/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 mail 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 the accessible lists/product data sheets and are subject to change, specifically in case of changes in the costs and reevaluation of business risks, through revision of the lists/product data sheets at any time. 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 list/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. Payments from third parties

The Bank may receive payments from third parties in connection with the sale of collective capital investments and other investment product, specifically management fees. The Bank will pass on the distribution remunerations received to the client periodically.



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 under 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 proportionate restitution claim for the client at a 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 on 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 the notice that the assets were booked into his/her custody account, or by other means.

If specifically instructed by the client to do so in a timely manner, the Bank will also:

- 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. 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, unused subscription rights are sold and re-



purchase, 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 bookings made in error, specifically also subsequently without time limitations after completed booking 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. Book-entry securities will not be designated specifically as such.

Valuations of the contents of safekeeping 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.

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 is correspondingly to be released by the bank. 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 with the 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 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 credit 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.3) 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 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. General terms and conditions

Furthermore, the bank's general 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 for the withdrawal of cash together with the PIN or simply by using the card (for example, in parking garages or motorway toll stations or in respect of contactless payment) at relevantly designated cash machines within Switzerland or abroad or with a signature upon a transaction sales slip from a relevantly designated vendor up to the limit set for the BKB Maestro card.

2. Payment function

The BKB Maestro card can be used at any time in Switzerland and abroad for the payment of goods and services together with the PIN or with a signature upon a transaction sales slip simply by use (for example, at parking garages, motorway toll stations, for contactless payment) at relevantly designated vendors up to the limits set for the BKB Maestro card.

3. 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 that is unique to the card and which is known neither to the bank nor to third parties. If multiple BKB Maestro cards are issued, then each BKB Maestro card receives 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.76(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.67) 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 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 the express notification of the authorized card holder, the loss of the BKB Maestro card and/or the PIN, as well as cancellation by 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 automats intended for this. The amount recognized by the automat 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 bank automat, less the fee specified in the price list, 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 automat.



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 especial 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 license 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 a machine, 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 sufficient coverage exists in the account (credit or approved credit 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. 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. General conditions

Furthermore, the bank's general conditions are applicable.

II. BKB bank card as a cash withdrawal card

1. Cash withdrawal function

The BKB bank card can be used at any time for the withdrawal of cash together with the PIN 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 the majority of 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 the express notification of the authorized card holder, 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 price list, 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).



Conditions for BKB-E-Banking

1. E-Banking services

- 1.1 The services offered by Basler Kantonalbank (hereinafter referred to as "Bank") in E-Banking are described in the "Information on E-Banking". This forms an integral part of these conditions. The "Information on E-Banking" can be called up over the Internet from the appropriate entry page. The Bank reserves the right to amend these at any time.
- 1.2 Stock exchange orders cannot be transacted round the clock. Transaction times are given in the "Information on E-Banking".
- 1.3 The data exchange provided for in these conditions relates to banking business which is based on separate agreements or terms of business. The following provisions take precedence over any differing conditions in the said agreements or terms of business in the terms of reference of the services via E-Banking requested by the customer.
- 1.4 With use of the service "E-Documents," bank documents for bank/custody accounts are delivered to the customer and/or the user electronically via E-Banking. Existing mailing or archiving instructions are superseded, whereby for example bank/custody account statements, payment advices, trading invoices, and other notices/communications (hereinafter referred to as bank documents) are made available only electronically instead of in paper form within the scope of E-Banking to the person receiving the "E-Document" service. Final account settlement statements and tax certificates will continue to be mailed. **The Bank's obligations of reporting and accountability to the client are thereby fulfilled**

2. Means of Identification (Self-Identification)

- 2.1 Access to E-Banking services is received by users who authenticate themselves by input of the identification means valid for these services. Users are defined as those persons authorized by the client for use of E-Banking in the E-Banking agreement (i.e., the client and/or authorized persons/users). After input of the valid identification number and the valid password, the Bank is authorized within the framework of the two-step E-Banking procedure to disclose the name of the client/contractual partner to the user.

- 2.2 Required as means of identification for E-Banking are:
- a) the identification number provided to the user by the Bank;
 - b) the personal, freely selected password of the user;
 - c) the additional single-use code that was duly provided to the user by the Bank either as a matrix card or as an mTAN (mobile transaction number) to a mobile telephone number selected and activated by the user and that must be input after input of the valid identification number and the valid password. The additional code is not required when using a software certificate (SoftCert).

The Bank reserves the right to introduce other methods of proving identity at any time.

- 2.3 The client or user is under an obligation to change the initial password allotted to him by the Bank without delay on receipt.
- 2.4 Every person who proves identity in accordance with sub-section 2.2 hereto (self-identification) is deemed, with regard to the Bank, to be the person authorized to use E-Banking. The Bank may accordingly allow him within the scope and extent of the services and type of authorization selected in the E-Banking agreement/s, regardless of his legal relationship to the customer and irrespective of entries in the Public Trade Register, publications or rules on the Bank signature documents to the contrary, as well as without further examination of his authorization and irrespective of the legal relationship of the Bank to the customer, to make or allow inquiries, dispositions, or electronic retrieval of documents, as well as accept from him, orders and notifications, via E-Banking.

- 2.5 Furthermore, the Bank has the right at any time and without stating reasons to refuse the provision of E-Banking services and to require that the user or the authorized person prove his identity in another form (by signature or personal appearance)..
- 2.6 The customer accepts without reservation all transactions posted within the scope of the agreed E-Banking services by the user under use of his identification means via E-Banking to the bank/custody accounts. Likewise, all instructions, orders and notifications which reach the Bank by this means are deemed to be given and authorized by the customer and electronically provided documents as rightfully retrieved from the authenticated user.



3. Duties of the customer/user to take care

- 3.1 The user is obligated 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 If the user receives any activation and/or verification codes for E-Banking services, then he is obligated to perform the activation and/or verification without delay and according to the instructions provided.
- 3.3 The user is under an obligation to keep all identifying information secret and protect it against improper use by unauthorized persons. In particular, the password must not be recorded or stored without protection on the end device (such as a computer, laptop, tablet, or mobile telephone) or otherwise recorded. Likewise, the identifying information must not be disclosed or otherwise made available to third parties. The user acknowledges that the Bank will never request by email that he provide his proof of identification characteristics for E-Banking.
- 3.4 The customer bears all risks which arise from use (including misuse) of his identification characteristics or those of the authorized persons unless the Bank shall be responsible for gross negligence. He is also liable for damages arising from the misuse by authorized users of the identification characteristics of other authorized users.
- 3.5 If there is cause for suspicion that unauthorized third parties have gained knowledge of one or more identification characteristics of an authorized user, the user must change the relevant identification characteristics 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 himself, by undertaking the appropriate steps on the relevant internet pages of the Bank or by proceeding in accordance with Section 5.1 of these conditions.
- 3.6 If there is cause for suspicion that unauthorized third parties have gained access to the end device of the user (for example, in case of loss of the end device), the user is also obligated to contact without delay the Bank's hotline service by telephone during the support times published on the internet pages of the Bank.

- 3.7 The user is required to examine all data entered by him for completeness and correctness. Responsibility concerning data communicated by the user remains with the customer.

4. Exclusion of liability of the Bank and its employees

- 4.1 The Bank accepts no guaranty for completeness and correctness of E-Banking data communicated by it. In particular, details of bank accounts and custody accounts (balances, statements, transactions, etc.) as well as generally accessible information, such as stock-exchange prices and currency rates, are deemed to be provisional and non-binding. E-Banking does not present any binding offers unless they are expressly designated as being binding.
- 4.2 The Bank does not arrange technical access to its services. This is the sole responsibility of the customer or user. More particularly, he acknowledges that the Bank does not distribute the special software necessary for Internet access and for the use of E-Banking. The Bank accordingly accepts no guarantee for either the network operator (service provider) or for the necessary software.
- 4.3 E-Banking transactions are conducted over public telecommunications networks not specially protected (telephone, Internet, etc.). The Bank excludes liability for losses arising from use of these networks. More particularly, the Bank accepts no liability for damage incurred by the customer/user as a consequence of communication faults, technical defects, interruptions in the telephone network or the Internet, illegal tampering with network installations, overloading in the networks, willful blocking of electronic accesses by third parties, breakdowns or other deficiencies on the part of the network operator.
- 4.4 The Bank cannot accept any liability for the terminal unit of the user in spite of all security precautions, given its non-feasibility from a technical standpoint (see section 8 hereto concerning risks).
- 4.5 Furthermore, the Bank expressly excludes liability for software possibly recommended or supplied by it (for example, via floppy disk, CD, download, or application), as well as the consequences arising from and during transfer of the software via Internet. Installation of software and its updating entails the corresponding written consent of the customer/user.
- 4.6 The Bank on exercise of the usual degree of care accepts no liability for the consequences of faults and interruptions more particularly in operating E-Banking (for example, caused by illegal access to the system).



4.7 The Bank reserves the right at any time to interrupt E-Banking for the protection of the customer/user on discovery of security risks, until their elimination. The Bank accepts no liability for any losses arising from such interruption.

4.8 The liability of the Bank for damages arising from non-performance of its duties as well as for indirect damages and consequential loss, such as loss of profits and third-party claims, is excluded, provided that the breach of its duties is connected with the use of E-Banking.

4.9 The Bank accepts no liability in the event of minor negligence for damage caused by contractors in performance of their work.

5. Block

5.1 Users can have their access to services in E-Banking blocked or block their own services by entering an incorrect additional code or a wrong password three times in a row. Customers can also have the access of their users to E-Banking services blocked. Blocking by the Bank can be requested only during the time stipulated in the "Information on E-Banking". The Bank can require an additional confirmation of the block in writing.

5.2 The Bank can require that the block be removed only with written consent.

5.3 The Bank may likewise block access of the user to individual or all services at any time without stating reasons and without prior notification if this shall in its own judgment appear to it to be indicated for practical reasons.

6. Authorization conditions

6.1 Entitlement to the use of E-Banking services is valid until written revocation addressed to the Bank. It is expressly stipulated that authorization granted does not terminate in the event of death or on any loss of capacity to act, but remains in force until revocation notwithstanding entries in the Public Trade Register and publications to the contrary.

6.2 Deletion of any right of signature of the authorized person in the signature documents of the customer deposited with the Bank does not automatically effect cancellation of his authority to use E-Banking. This must be expressly revoked in accordance with sub-section 6.1 hereto.

No action may be instituted against the Bank for any losses if the customer shall fail to fulfill this obligation.

7. Banking secrecy

7.1 Reference is expressly made to the fact that Swiss banking secrecy is limited solely to data existing in Switzerland.

7.2 The customer also accepts that data are communicated through an open network, the Internet, which is accessible to everyone. Data are therefore regularly and without control communicated across borders. This also applies to data communication where the sender and the recipient are both located in Switzerland. Although the individual data packages are communicated in an encoded form, consignor and consignee on the other hand remain in each case non-encoded and can also be read by third persons. Consequently, a conclusion may be drawn as to an existing banking relationship.

8. E-Banking security

8.1 Especial importance was attached to security during the development of E-Banking. A multi-step security system was developed for the security of the customer/user, which, among other things, has recourse to cryptographic procedures of a very high technical standard. In principle, because of the encoding operation, it is not possible for any unauthorized person to examine confidential customer data. However, absolute security cannot be guaranteed either by the Bank or by the customer, even with security precautions meeting the highest, most technically advanced standards. The user acknowledges in particular that his end device constitutes the weak link in the chain for access to E-Banking services. Regular updates to the software (e.g. the operating system) of the end device is the responsibility of the user.

8.2 The customer/user acknowledges in particular the following risks:

- Insufficient knowledge of the system and deficiencies in system precautions may facilitate an unauthorized access (for example, insufficiently protected data saving on the hard disk, file transfers, screen radiation, etc.). It is incumbent upon the user to gather information concerning the necessary security precautions.
- Nobody can prevent the compilation of a traffic characterization by the user's Internet provider; that is, the provider has the means to acquire knowledge of the times of contact and the persons contacted by the user.



- A prevailing risk is that a third person may gain access unnoticed to the user's end device during use of the Internet (for example, through a Java or ActiveX application).
- A prevailing risk is that computer viruses may be spread within the end device by use of the Internet, given the end device's contact with the outside systems either through computer networks or disks. Virus scanners can assist the user in his security precautions.
- It is important that the user work only with software procured from a trustworthy source.
- Changes to the operating system of the user's end device (such as Jailbreak, Roots) can make it easier to gain unauthorized access.

9. E-mail

The user accepts that data are communicated via e-mail without protection. Messages and orders forwarded by e-mail are therefore not binding on the Bank. The Bank for its part only sends general and publicly accessible information by e-mail.

10. Import and export restrictions

10.1 The customer/user of E-Banking acknowledges that in some circumstances he may be infringing the provisions of foreign law by using E-Banking outside Switzerland. It is the customer's/user's responsibility to seek information on this point. The Bank shall accept no liability in this respect.

10.2 The user acknowledges that there may be import and export restrictions for encoded algorithms, which, if applicable, he may be infringing in the event of his using E-Banking services outside Switzerland.

11. Customer data and marketing

The customer/user is agreeable to use by the Bank of customer data from E-Banking for internal marketing purposes.

12. Termination

The E-Banking agreement may be cancelled at any time by either party in writing.

13. Reservation of particular statutory provisions

Any statutory provisions regulating operation and use of the Internet remain reserved and also apply to the present connection to E-Banking as of commencement.

14. General Business Conditions and further provisions

14.1 The Bank's General Business Conditions also apply to the use of E-Banking.

14.2 In addition the following apply:

- Information on E-Banking,
- Safe Custody Regulations of the Bank;
- Existing agreements on previous E-Banking services of the Bank, as well as further conditions regulating the business relationship between customer and Bank, all of which form an integral part of the Application for subscription to E-Banking.

15. Partial invalidity

Invalidity, illegality or unenforceability of individual or many provisions contained in these conditions shall not affect the validity of the remaining provisions.

16. Amendment of the conditions for E-Banking

The Bank may amend the conditions for, and the offer of E-Banking, at any time. It shall notify the customer/user in such good time. Amendments shall be deemed to be approved if the customer/user shall not make any comment on the amendments to the conditions and/or services within a period of one week following notification.

17. Mobile Banking

17.1 E-Banking forms the basis of Mobile Banking. In general the same conditions shall apply as for E-Banking (see sections 1 – 16).

17.2 The following additional and/or deviating terms shall apply:

- The following shall be required as means of identification for Mobile Banking: the identification number; a personal individually selected password; and a cookie stored on the end device of the user that is generated upon activation of Mobile Banking.
- Users are obligated to keep the device locking code of their mobile devices activated and to safeguard the code from access by third parties.
- The downloading, installation, and/or use of the Mobile Banking application could lead third parties to conclude (for example, in case of loss of the end device) that an account exists with the Bank.

Version: Mai 2015



Special Terms & Conditions for SEPA Transactions

The following terms and conditions apply to the relationship between the customer and Basler Kantonalbank (the Bank) for domestic and cross-border transfers in Euro within the framework of the SEPA Payment Transactions Standards (SEPA + Single Euro Payments Area). These terms and conditions apply in addition to the General Terms & conditions of the Bank, as well as – if the relevant services are used – the regulations applicable for payment transactions such as relevant to BKB-direct, BKB-ComNet, or CantoConnect.

1. Information Required in the Payment Order

To transfer funds to a different institution as a SEPA payment, this order must be submitted electronically and the payer must provide the Bank with the following information:

- Payer:
 - IBAN (International Bank Account Number) or the payer's account number
 - First name and last name, or company name
 - Residential address / company address
 - Post code / city or town
- Recipient:
 - BIC of the payee's bank
 - Information on the payee's bank
 - IBAN of the payee's account
 - First and last name, or company name
 - Residential address / company address
 - Post code / city or town
- Transfer amount in Euro
- Desired payment date
- Fee regulation: fee splitting; i.e., the payer and the payee each pay the fee charged by their respective financial institution
- «SEPA» should be entered in the field «Instructions to the Bank». Other entries are not permitted and will not be taken into consideration. If «SEPA» is not entered, the Bank is nevertheless authorized, though not obligated, to carry out the order as a SEPA order.

In case of a collective order, the above requirements must be met for each individual payment order, otherwise the entire collective order may be declined.

The customer acknowledges that even when all of the above information has been provided the transaction can be carried out as a SEPA payment only if the payee's bank is also a SEPA participant.

2. Processing or Declining of the Payment Order

The Bank is authorized but not obligated to process the payment order despite deficient or incomplete information pursuant to the above Item 1, if the Bank can correct the deficiency or supply the missing information without any uncertainty.

If the desired payment date falls on a Saturday, a Sunday, or a holiday, the Bank is authorized to post the transaction on the next banking workday. The customer acknowledges further that posting of credits to the payee's account may also be delayed due to international regulations relating to banking workdays and holidays.

If one or more of the requirements stated above in Item 1 are not met and for this reason the payment order is not processed or is rejected by a party involved in the transfer of funds (e.g. by a clearing center or the payee's financial institution) after the account has been debited, the Bank will notify the customer within a meaningful timeframe and in appropriate form of the reason for the non-fulfillment or rejection of the transfer and will at the same time credit the transferred amount to the account if it was already debited.

If the Bank can correct the reason for the rejection of the payment order on its own, it is authorized to do so without first consulting with the payer; however, the Bank is not obligated to re-process the payment order.

3. Credit or Retransfer of Received Payments

Incoming payments are credited to the account in accordance with the IBAN named in the payment order. If a posting date falls on a Saturday, a Sunday, or a holiday, the Bank is authorized to post the credit on the next banking workday.

Upon receipt of the payment the Bank is authorized to deduct the relevant fees from the amount received before posting the credit.

Incoming payments for which no IBAN or a non-existent IBAN is named, or where other reasons prevent a credit (particularly statutory or regulatory requirements, official dispositions, or a closed account) will be retransferred to the payer's financial institution.



In connection with such a retransfer, the Bank is authorized to advise all parties involved with the transaction (including the payer) as to the reason why the credit could not be processed.

4. Waiver of Data Comparison at Posting of Credit

As payee, the customer agrees that the transfer amount is credited solely on the basis of designated IBAN without comparison of the account number and the payee's name and address.

The Bank reserves the right to make such comparison at its discretion and to decline the payment if the data do not match, in which case the Bank is authorized to advise the payer's financial institution that the data do not match.

As payer, the customer agrees that the payee's financial institution credits the amount based solely on the designated IBAN without comparison of the account number and the payee's name and address. The payee's financial institution can also reserve the right to make this comparison at its discretion and to decline the payment order if the data do not match.

5. Currency Conversion/Currency Risk

If the account of a customer that is to be credited or debited in accordance with IBAN of a payment order is not a Euro account, the Bank is nevertheless authorized to perform the debit or credit, even if the customer holds a Euro account at the Bank under different IBAN.

The conversion into or from Euro in the currency of the account to be debited or credited is effected at the exchange rate on the date received or the date of posting.

All currency risk (e.g. in case of a recredit after rejection/retransfer in accordance with Items 3 and 4 above) is borne by the customer.

6. Data Processing / Transfer

The customer (as payer) agrees that his/her data, in particular name, address, IBAN, and other information in accordance with Item 1a above will be disclosed in the processing of domestic and cross-border payment orders to the involved banks (particularly the Bank's domestic and foreign correspondent banks), operators of payment transaction systems (such as Swiss Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication), and the domestic and foreign payees. The customer further agrees that all parties involved in the transaction in turn can disclose the data to authorized third parties in other countries for further processing or for data security purposes.

The customer acknowledges further that the data that are disclosed in foreign countries are no longer protected under Swiss law, but instead are subject to the laws of the respective foreign country and that the laws and official dispositions of that country may require disclosure of the data to the authorities or other third parties.

7. Effective Date and Changes to the Terms & Conditions

The above terms & conditions are effective as of July 1, 2008. The Bank reserves the right to make changes to these terms & conditions at any time. Such changes will be disclosed to the customer by written communication or in other appropriate form and will be considered approved by the customer if not contested in writing within one month after disclosure, or at the latest after issuing of the next payment order to be processed under SEPA.

Important information regarding international payment transactions

Dear Client,

As a member of the FATF (Financial Action Task Force on Money Laundering), Switzerland has adopted the FATF principles on the prevention of money laundering and terrorist financing, as laid down, for example, in the Swiss Federal Banking Commission Money Laundering Ordinance. In this context, the European Union, for example, has specifically required the disclosure of the name, address and account number of any person who gives instructions for money to be transferred to a bank with its registered office in the EU.

The present information is to advise you that Basler Kantonalbank (BKB) is meeting these obligations and what this means for you as a client in relation to payment transactions.

In order to comply with these rules and maintain an efficient payment infrastructure, **BKB must specifically provide the remitter's name, address and account number when making international payments and payments in foreign currencies**. Payment orders which do not include these details will no longer be accepted by banks in EU member states or in many countries outside the EU. Under certain circumstances, this information may also be required in future for payment transactions within Switzerland.

The information referred to above will be communicated to the banks and systems operators involved in processing your financial transactions. Most of these institutions will be BKB correspondent banks in Switzerland and abroad and operators of payment and securities settlement systems such as SWIFT (Society for Worldwide Interbank Financial Telecommunication), SIX SIS AG or also SIX Interbank Clearing, in so far as Swiss payment transactions are affected in future.

In most cases the beneficiary will also receive the remitter's details. In exceptional circumstances, for example involving payments in foreign currency, the possibility cannot be ruled out that even transactions within Switzerland may be processed using international channels and that data will therefore leave the country. It is also possible that the banks and systems operators involved in the transaction themselves transmit data to appointed third parties in other countries for further processing or storage.

If your remitter data is transferred abroad it is no longer protected by Swiss law. Foreign legislation and instructions from official bodies may require this information to be passed on to the authorities or other third parties.

We hope you will appreciate that BKB is obliged to comply with the applicable regulatory requirements and thank you for your understanding in this matter.

If you have any questions, please do not hesitate to contact our information center at any time.

The number to ring is 0041 61 266 33 33,
www.bkb.ch/contact.

Best regards

Basler Kantonalbank

Hint: Please be sure to provide the IBAN (beneficiary's international bank account number) and BIC (beneficiary's bank identifier code) **for all your payment transactions into the IBAN countries**. This will allow your payment transaction to be processed automatically, i.e. without additional charges.

Agreement concerning the Exchange of Information by e-Mail

1. The Client hereby authorizes Basler Kantonalbank (hereinafter called "the Bank") to process information communicated by way of the above-mentioned e-mail address(es) and to send information to this e-mail address(es), more particularly, in respect of his business relations with the Bank.
2. The Client hereby acknowledges that the Bank is not obliged to carry out his orders and instructions communicated by e-mail. In particular but not exclusively, changes of address, balancing of accounts, notices of terminations of contracts with the Bank, as well as payment and stock exchange orders by e-mail shall not be accepted.
3. All information which shall reach the Bank in this way shall be considered as written and authorized by the Client. However, the Bank shall have the right at all times and without stating reasons, to demand from the Client to prove his identity by other means.
4. The Client hereby acknowledges that the Bank does not guarantee regular and immediate processing of incoming e-mails.
5. The Client acknowledges, in particular, the following risks concerning the exchange of information by e-mail:
 - The information is transported over an open, uncoded network which is accessible to everyone and may be inspected by anyone, whereupon a deduction may also be made as to an existing banking relationship. Furthermore, information is communicated across borders in some circumstances even if the sender and receiver are both located in Switzerland. Banking secrecy and data protection can therefore not be guaranteed.
 - Information can be altered by a third party and the identity of the sender (e-mail address) can be misrepresented or otherwise manipulated.
 - Exchange of information can be delayed or interrupted as a consequence of transmission errors, technical defects, interruptions, malfunctioning, illegal operations, network overloading or other insufficiencies of the network operators etc.
 - Transmission of information by e-mail from abroad may in some circumstances infringe the standards of the foreign law. It is the Client's business to make inquiries about this.
 - E-mail can contain viruses having a substantial potential for causing damage.
6. For all damage in connection with the present authorization or one of the above risks, the Bank accepts liability for gross negligence only.
7. The Bank reserves the right at all times on establishing security risks, to interrupt the e-mail communication channel until their elimination. Damages caused by such interruption shall be borne by the Client.
8. The present agreement may be terminated by notice in writing served by both parties at any time and on any time.
9. For any change or amendment of the above-mentioned e-mail addresses the signing of a new "Agreement concerning the Exchange of Information by e-Mail" is necessary. All previous such agreement is replaced by each new agreement.
10. Furthermore, the General Conditions of the Bank apply. In particular the Customer expressly acknowledges the provisions concerning the applicable law and the place of jurisdiction in accordance with the General Conditions as being applicable to this agreement.

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 under the applicable terms and conditions 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, if the rental costs are not covered or if they are 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.