

# Terms and Conditions

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## General Terms and Conditions

### Preamble

These General Terms and Conditions ("GTCs") govern the business relations between the Clients and Basellandschaftliche Kantonbank ("Bank"). Specific agreements as well as policies and practices applicable to individual types of transactions, services and/or products remain reserved. In such case, these GTCs shall supplement such other documents. By using one of the Bank's products or services, the Client consents to the GTCs in force from time to time. Information sheets (such as "Information to the Clients of Swiss banks for the avoidance of dormant assets," "Information concerning the Consumer Credit Act" etc.) constitute integral components of these GTCs.

Merely for purposes of greater clarity and readability, these GTCs use masculine pronouns. **Masculine pronouns are deemed to refer to persons of any gender.**

### 1. Provisions governing identity checks and duties of care

The account authorizations notified to the Bank shall remain in force vis-à-vis the Bank until the Client gives express notice of a change, regardless of what may otherwise be provided in any register entry or publication or whether any legal ground of deletion may exist. The Bank shall exercise the customary degree of care in performing identity checks. It is not required to carry out any more extensive identity checks. The Bank is not responsible for the consequences of counterfeiting or for not having noticed defects during the identification process, provided that the Bank has exercised the customary degree of care.

The Client must store his bank records and means of identification with care so that unauthorized third parties are unable to access them. In issuing instructions, he shall take every precaution to reduce the risk of fraud and the like. In particular, electronic means of authentication (such as e.g. codes, passwords, etc.) must be kept confidential by the Client in order to prevent misuse. If the Client notes any irregularities, he must inform the Bank immediately. If the Client breaches his duties of care, then he shall bear the resulting damages. In the case of savings passbooks, the Bank shall consider in each case the person presenting the passbook within the meaning of Art. 976 SCO, to be authorized to receive payments. The Bank is authorized, but not obliged, to verify whether the person presenting the passbook is the rightful holder of the savings passbook and is entitled to receive payments.

### 2. Lack of legal capacity

The Client must inform the Bank immediately if his Authorized Person or another third party acting on his behalf suffers a (partial) loss of legal capacity. If he fails to do so, or if the Client himself has suffered a loss of legal capacity, the

Client shall himself be liable for any damages arising out of the lack of legal capacity on his own part or on the part of third parties (e.g. an Authorized Person) unless the Bank has violated the customary duty of care.

### 3. Duties of notification

The Client must communicate personal information and information which is required from a regulatory perspective (such as his surname, first name, company, address, domicile, telephone number, nationality, tax status, beneficial ownership of assets, etc.) and other information requested by the Bank in a prompt, complete and correct manner. The foregoing shall also apply to any change of such information.

### 4. Legal compliance

The Client is responsible for complying with laws and regulatory provisions which apply to him. The foregoing also applies mutatis mutandis to cases in which beneficial ownership is vested in another person, and to Authorized Persons. Any expenses incurred by the Bank as a result of the Client's failure to comply with this provision shall be borne by the Client.

### 5. Multiple clients

Where there is a business relationship with several Clients, they may only dispose jointly of the assets, unless a special agreement is in place. Clients shall be jointly and severally liable for any claims of the Bank arising from that business relationship.

### 6. Notices from the Bank, means of communication and transmission errors

Notices from the Bank shall be deemed to have been made with legal effect if sent to the last address provided by the Client. The date of notification shall be deemed to be the date of the copies or mailing lists in the possession of the Bank. Hold mail is deemed to have been delivered on the date indicated on the Bank's copy of the notice. The Bank is authorized to communicate with Clients by post, telephone, fax, email and/or other electronic channels (such as text message, online banking, mobile applications and the like) to the contact details used by the Client or explicitly notified to the Bank. The same applies in respect of Authorized Persons. The Client agrees that the Bank may record communications with the Client (e.g. telephone conversations, chat histories, etc.) for evidentiary purposes, in order to comply with regulatory or legal requirements, or in order to ensure quality. When using unencrypted or unsecured communication channels, the Client acknowledges the related risks, such as system malfunctions (e.g. due to viruses, trojan horses, etc.) which may adversely affect data transmission, and the lack of confidentiality. E-mails, in particular, may be

monitored or read by third parties while going unnoticed. Bank-client secrecy cannot be guaranteed in this regard. The Client shall be liable for any damages arising from the use of post, telephone, fax, e-mail, internet or other communication channels or types or systems of transmission (such as loss, delays, misunderstandings, garbled text, irregularities or duplication), provided that the Bank has exercised the customary degree of care.

### **7. Execution of orders**

If, for any reason, the Bank cannot or does not wish to execute an order or part thereof, its liability shall be limited, at most, to any loss of interest. The Bank's liability shall only extend beyond this if the Bank has been made aware in individual cases of the risk of damages exceeding lost interest. The Bank's liability shall cease if the Client providing the order does not have a corresponding balance. If the Bank has received various orders from the Client, the total amount of which exceeds his available credit balance or the credit granted to him, the Bank may, in its own discretion, determine which orders to execute in full, in part, or not at all, irrespective of the date or time of receipt.

### **8. Complaints**

Complaints on the part of the Client regarding the execution or non-execution of orders of any kind, objections to account or custody account statements and other notices must be raised immediately, but in any event no later than by the end of the time limit set by the Bank. Upon expiry of this period, statements are deemed to have been approved. Complaints regarding billing or custody account statements must be asserted within 4 weeks of the Bank's notice. If an advice is not received from the Bank as expected, the Client must forward his complaint as soon as the Client should have received the advice in the normal course of business or in the ordinary course of postal deliveries. In the event that no timely complaint is raised, the Client will be deemed to have approved the execution or non-execution of orders of any kind as well as the statements or notices. In the event of belated complaints, the Client shall be liable for the resulting damages. In cases involving a reproduction of documents (such as account statements/custody account statements or lists of assets), the Client may not assert complaints regarding statements previously approved.

### **9. Pledge and set-off rights**

The Bank has a right of pledge over all assets held by the Bank on behalf of the Client at the Bank or elsewhere, as well as on all claims of the Client against the Bank. The Bank has a right of set-off of its claims against the Client, irrespective of their maturity date and currency, against all of the Client's claims against the Bank. The foregoing also applies to credits and loans, with or without special collateral.

The Bank's rights of pledge and set-off also apply to any claims for indemnification or exemption on the part of the Bank. The Bank is entitled, at its discretion, to realize the pledged assets by way of enforced sale or directly (including by way of self-contracting) as soon as the Client is in default of performance. The Client undertakes to cooperate with the Bank in connection with the transfer of the pledged assets to their purchaser. Where assets are not bearer assets, they are hereby assigned to the Bank in blank, where necessary, for purposes of potential realization. In connection therewith, the Bank is granted the right to transfer such assets to third parties or to assign such assets in blank in the name of the Client. The Bank is authorized, but not obliged, to cooperate in creating security interests which the Client grants to third parties on his assets.

### **10. Account activity/account movements**

#### **10.1 Terms of withdrawals**

The terms governing disbursements from the various categories of savings accounts shall be determined by the Bank in accordance with market conditions and announced in an appropriate manner. The Bank reserves the right, on a case-by-case basis, to apply a non-termination surcharge, to withdrawals of an unlimited amount. In exceptional circumstances, the Bank may temporarily restrict the receipt of funds and/or disbursements of balances with immediate effect. The Bank is authorized to restrict or cancel cash withdrawals and other services in order to comply with legal, regulatory or contractual provisions, to ensure the customary degree of care or to safeguard an irreproachable business activity.

#### **10.2 Savings passbook**

A savings passbook is a 'negotiable security' within the meaning of Art. 976 SCO. If an issued savings passbook goes missing, this must be reported to the Bank immediately. The Bank shall take the necessary measures to avoid disbursements from the lost savings passbook to the extent possible. The creditor or his legal representative, as the case may be, must then initiate judicial proceedings to declare the savings passbook cancelled pursuant to Art. 977 SCO, in line with the Bank's instructions. The creditor shall bear the costs arising therefrom.

### **11. Interest, commissions, expenses, taxes and fees**

The Bank charges fees for its services in accordance with the valid price list then applicable and available at any time on the internet ([www.blkb.ch](http://www.blkb.ch)). The Bank's own expenses or any third party expenses (such as third-party bank expenses etc.) incurred by the Bank in performing its services for the Client shall be additionally charged to the Client. The Bank charges fees for special services which, unless agreed on an individual basis, are based on general approaches or

charged with a flat rate (e.g. verifying account authorization in the event of the death of a Client, requests for disclosure of documents by courts or criminal authorities, provision of statements covering a more lengthy period, investigations in connection with anti-money laundering obligations, payment transactions searches). The Bank expressly reserves the right to make amendments and will inform the Client of such amendments or make them available to the Client in an appropriate manner.

Interest, commissions, expenses, taxes and fees (including credit charges, negative interest) shall be credited or debited at the Bank's discretion immediately or on a quarterly, half-yearly or yearly basis.

### **12. Foreign currencies**

Funds received in foreign currency shall be credited in Swiss francs, at the daily rate on the date the amount credited to the account was received by the Bank, unless the Client has given instructions to the contrary or holds an account in the foreign currency in question. If the Client only holds accounts in third-country currencies, the Bank can credit the amount in one of those currencies.

The Bank's foreign currency assets corresponding to the credit balances of Clients are placed in the same currency within or outside the relevant currency area. The Client shall bear, on a pro rata basis, the economic and legal consequences of official measures which may affect the Bank's invested assets in the country of the relevant currency, currency area or investment.

The Client shall, in particular, bear the risk of legal or regulatory provisions and restrictions as well as any taxes and administrative charges in the countries in question.

### **13. Bills of exchange, checks and similar instruments**

The Bank is authorized to reverse credited bills of exchange, checks and similar instruments if they are not paid or if they are reversed against the Bank following payment. The foregoing shall also apply if previously paid checks subsequently turn out to be lost, misused, falsified or defective, even if the Bank has been notified of the loss. However, until a debit account has been settled, the Bank retains its claims under the law governing bills of exchange and checks as well as other claims for payment of the full amount of the bills of exchange and checks, together with ancillary claims against all obligors under the instruments.

### **14. Termination of business relations**

The Bank reserves the right to terminate existing business relationships, in particular promised or granted credits, with immediate effect, in which case any claims which may be

outstanding shall be immediately due for repayment. Other agreements or legal rules remain reserved. In the event of termination or if the Bank is no longer able to hold Custody Assets and credit balances deposited with the Bank for legal, regulatory, product-specific or other reasons, the Client must, upon request by the Bank, inform the Bank of the institution to which those assets and credit balances are to be transferred. If the Client fails to provide timely notification as to where the assets and credit balances deposited with the Bank by the Client are to be transferred, the Bank may physically hand over the assets or liquidate them. The Bank may, with discharging effect, deposit the proceeds as well as any credit balances of the Client that still exist at the place designated by the judge or send them in check form to the Client's last known delivery address.

### **15. Saturdays to be the equivalent of public holidays**

For purposes of all business dealings with the Bank, Saturdays shall be deemed the equivalent of state-recognized public holidays.

### **16. Outsourcing of business segments and/or banking services**

The Bank may, in whole or in part, outsource segments of business and services to group companies (such as subsidiaries) and/or third parties within Switzerland and/or abroad. Data may be transferred to service providers in connection with such outsourcing. This applies in particular to the management of securities and other financial instruments, payment transactions, IT (information and data processing), data storage, risk management, master data management and other front, back and middle office activities. Furthermore, service providers may themselves outsource to further service providers. All service providers are subject to a duty of confidentiality. To this extent, the Client releases the Bank from the obligation to preserve bank-client secrecy and ensure data protection.

### **17. Bank-client secrecy, data protection and transaction and service-related disclosure**

The Bank is authorized, in accordance with applicable law, to provide such reporting to third parties as is required for the business relationship or to obtain information about the Client from third parties. In particular, the Bank may transmit data of loan applicants to the Central Office for Credit Information (ZEK) and the Consumer Credit Information Office (IKO) and request information on the Client such those offices. The Client authorizes the Bank to disclose Client data to Group companies (particularly subsidiaries) within Switzerland for business purposes. This is done particularly for purposes of comprehensive and efficient customer service and to provide information about the services offered by group companies (particularly subsidiaries). **To this extent, the Client releases the Bank from the obligation to preserve**

**bank-client secrecy and ensure data protection.** The Bank shall ensure that the recipients of Client data are bound by corresponding duties of secrecy and data protection. The Client agrees that data regarding the Client and third parties affiliated to him (e.g. beneficial owners) as well as data concerning transactions and services may be disclosed by the Bank for purposes of complying with legal or regulatory duties of disclosure and for the protection of legitimate interests. This applies, for example, to transactions and services with a foreign nexus (e.g. payments, trading and holding of securities, derivative and foreign currency transactions) that the Bank provides for its clients and which require disclosure by the Bank, for example, to third party and central custodians, brokers, stock exchanges, registers or public authorities. Such requirements may arise from foreign law, self-regulation, market practices, conditions of issuers, service providers and other parties on whom the Bank must rely in order to complete such transactions and services. **The Client authorizes the Bank, in his own name as well as on behalf of the third parties concerned, to disclose these data and shall assist the Bank in fulfilling such requirements.** The Client is aware that the recipients of the data may not be bound by Swiss law (e.g. bank-client secrecy, data protection law, etc.) and that the Bank has no control over their use of the data. The Bank is not obliged to execute transactions and services if the Client withdraws consent or refuses to consent or cooperate.

In accordance with applicable law, the Bank may process Client data for its own purposes (including creating Client profiles). Detailed information on the processing of personal data may be found in the Bank's Privacy Statement, which is available on the internet ([www.blkb.ch/datenschutz](http://www.blkb.ch/datenschutz)) or which Clients may physically obtain from the Bank. The Bank's Privacy Statement constitutes an integral part of these Terms and Conditions.

## 18. Applicable Law and Jurisdiction

**All legal relationships between the Client and the Bank shall be governed by Swiss substantive law, excluding its conflict of laws rules. The place of performance and enforcement is the Bank's head office in Liestal, Switzerland.** Exclusive jurisdiction shall lie with the competent court at the place of the Bank's head office in Liestal, Switzerland. The Bank reserves the right, however, to take legal action against the Client before the competent court at his domicile or at the place of its registered seat or before any other competent court. Legal rules on mandatory jurisdiction remain reserved.

## 19. Amendments to these Terms and Conditions

The Bank reserves the right to amend these General Terms and Conditions and any other Terms and Conditions at any time. Amendments shall be duly notified to the Client via the

usual channels of communication before they come into force. Amendments may also be made by publication on the internet. If Clients do not assert a written objection within a month of notification, the amendments shall be deemed to have been accepted. In the event of objections, the Client is free to terminate the business relationship with immediate effect. Special agreements remain reserved.

## Rules governing custody accounts

### General

#### 1. Scope

These Rules governing Custody Accounts shall apply to the safekeeping, booking and administration of assets and property ("Custody Assets") by the Bank, in particular also where these are held in the form of book-entry securities. These Rules supplement any special contractual agreements which may exist. In the event of any discrepancy between the General Terms and Conditions and the terms and conditions set forth below, the latter shall take precedence.

#### 2. Acceptance

As a general premise, the Bank will accept

- in open custody accounts:
  - a) Securities, uncertificated securities, book-entry securities, and other uncertificated money and capital market investments for safekeeping and/or booking and administration;
  - b) fungible precious metals (incl. coins) in commercially available form and quality;
  - c) mortgage titles and documentary evidence (e.g. insurance policies) for safekeeping;
- in locked deposits:
  - Valuables and documents

The Bank reserves the right to make entries for, or credit, Custody Assets only after they have been received. If items accepted for custody are not of customary quality or if they have other defects, the Client shall be liable to the Bank for any resulting damages.

The Bank may examine the Custody Assets delivered for authenticity and to ascertain if they are subject to any blocking notices or have them examined by third parties in Switzerland and abroad without assuming any liability in this respect. Such examination shall be based on the documents and information available to the Bank. In such case, the Bank shall only execute sales and delivery orders and acts of an administrative nature after completion of the examination and any re-registration which may be required. The cost of the examination may be charged to the Client. In the

event that book-entry securities are held in custody abroad, the Bank shall credit the Client with the rights it receives from the foreign custodian office. The Bank is not obliged to examine whether the securities held in custody abroad meet the requirements of Swiss law in order to qualify credits of such securities as book-entry securities.

The Bank may refuse to accept Custody Assets and to credit book-entry securities, either in whole or in part, without stating reasons, or may demand that Clients retake possession of Custody Assets. This applies in particular if the Client fails to meet the investor restrictions applicable to him. If the Bank does not receive any instructions from the Client even after a reasonable grace period set by it, the Bank may physically deliver or liquidate the assets.

### **3. Duty of care of the Bank**

The Bank books, keeps and manages the Custody Assets with the customary degree of care.

### **4. Fees, taxes and duties**

The Bank is entitled to charge a custody account/locked eposit fee in accordance with the currently valid price list. It reserves the right to amend the provisions at any time. Changes shall be notified or made known to the Client in an appropriate manner. Additional commissions may apply to acts of an administrative nature and extraordinary efforts (e.g. delivery of Custody Assets, custody account transfers, etc.) may be charged separately. The Bank will also invoice/debit the Client for any taxes and duties which may arise. The Bank has the right to debit the Client's account directly for any fees, taxes and duties.

### **5. Third-party services to the Bank**

The Bank offers its Clients third-party investment products as well as its own (e.g. investment funds and structured products). The Bank may receive financial benefits (e.g. commission, trail commission, retrocessions, rebates etc.) and non-financial benefits for the distribution of these products and associated services. These benefits can give rise to conflicts of interest for the Bank and create incentives to give preferential treatment to certain financial instruments with higher benefits over those with lower benefits or none at all. The Bank has put appropriate organizational measures in place to minimize risks arising from potential conflicts of interest. The information sheet on financial and non-financial benefits contains detailed information on the benefits concerned, particularly the ranges and/or parameters for financial benefits, which vary depending on the product and product provider. The information sheet is published on the Bank's website ([www.blkb.ch/fidleg](http://www.blkb.ch/fidleg)) and sent to Clients on request. If the Bank receives financial benefits which it could be obliged to pass on to Clients, but which are not passed on

according to the information sheet, the Client hereby expressly waives their right to these financial benefits being passed on to them. The Client is aware that this arrangement represents a derogation from the statutory provisions such as the reimbursement obligation set out in Art. 400 SCO.

### **6. Delivery and transfer of the Custody Assets**

Subject to notice periods, legal or regulatory provisions, official orders, rules of issuers, security interests of the Bank and special contractual agreements, the Client may at any time request the delivery or transfer of the Custody Assets.

Delivery and transfer shall be determined by law and by the counterparties at the place of custody, in particular in respect of the usual formalities and deadlines at that location. Dispatch and insurance of Custody Assets shall be at the Client's expense and risk. Unless specifically instructed otherwise, the Bank shall arrange insurance and declaration of value in its own discretion.

### **7. Placement of Orders**

The Client may instruct the Bank to place orders (such as orders for purchase, sale, subscription, exchange or redemption of financial instruments etc.); the Client shall bear full responsibility for such orders. Orders are executed at the Client's risk and for his account. Subject to restrictions of a supervisory nature, the Bank will grant access to the respective listed and non-listed financial instruments. The Bank reserves the right to decline to accept orders in its own discretion and without any need to state reasons for this. In the case of stock exchange transactions, the Bank may act as an independent trader. As a general rule, the Bank is not liable for damages incurred by the Client as a result of a stock exchange system being wholly or partially unusable, incorrect or incomplete data processing, incorrect manipulation by users, manipulation of the gateway, damages due to measures taken in the context of an emergency procedure as well as other system failures or technical problems.

### **8. BLKB product range**

The Bank offers investment advice and asset management services in respect of investment products, which originate from the investment universe as defined by and regularly updated by the Bank. That investment universe consists both of financial instruments developed or controlled by the BLKB Group and of third-party financial instruments. To the extent that the characteristics of BLKB Group financial instruments are comparable to financial instruments of third parties, BLKB Group financial instruments may be selected or recommended on a preferred basis. The use of BLKB Group financial instruments may lead to potential conflicts of interest. Detailed information on such conflicts of interest is published

in the information sheet on the Bank's website ([www.blkb.ch/fidleg](http://www.blkb.ch/fidleg)). The investment advice and the general recommendations of the Bank are limited to financial instruments with monetary benefits where available and provided there is no fee-based advisory agreement with the Client.

If the Client issues purchase and/or sales orders without the Bank's advice or contrary to the Bank's investment recommendation (execution-only orders), he may also choose investment instruments which are not part of the investment universe; in such case, the Client himself is responsible for examining whether such orders correspond to his investment needs. In the case of purchase and sale transactions commissioned by the Client without investment advice from the Bank, the Bank will not carry out an adequacy or suitability check, unless this is required by law. The foregoing information is only provided here and will thus not be repeated at the time of such transactions.

#### **9. Amendments to the Rules governing Custody Accounts/Locked Deposits**

The Bank reserves the right to amend these Rules at any time. Amendments shall be duly notified to the Client via the usual channels of communication before they come into force. If Clients do not assert a written objection within a month of notification, the amendments shall be deemed to have been accepted.

#### **Special Terms and Conditions for Open Custody Accounts**

##### **10. Depository**

The Bank is authorized to have the Custody Assets held in custody, individually or in collective custody accounts, in its own name but for the account and at the risk of the Client at a third-party depository of its choice in Switzerland or abroad. The Client acknowledges that he may not issue any direct instructions to the third-party depository. If the Client instructs the Bank to use a third-party depository and the Bank does not recommend this to the Client, the Bank disclaims liability for the actions of such third-party depository. Unless instructed otherwise, the Bank is authorized to hold Custody Assets in a collective custody account. This excludes Custody Assets which, by their nature or for other reasons, must be kept separately. Custody Assets traded exclusively or predominantly abroad are generally deposited there and, as the case may be, will be placed there for the account and at the risk of the Client. The Custody Assets are subject to the laws and trade usages at the place of custody.

The Client's rights to his Custody Assets and the securing of these Custody Assets in the event of bankruptcy of the third-party depository located abroad may deviate from Swiss law. In particular, in certain markets it may not be possible

to ensure individualization and separation of the Custody Assets of Clients and from those of the third-party depository, in which case a claim for reimbursement in the bankruptcy proceedings of the third-party depository may not exist or may not be (fully) enforceable.

If foreign legislation renders it difficult or impossible for the Bank to return Custody Assets deposited or held in custody abroad, the Bank is only obliged to provide the Client with a pro rata claim for reimbursement at the place of deposit or custody or to procure a payment claim for the Client, insofar as such exists and can be transferred. The Bank may grant a lien or other security interest over the Custody Assets to third-party depositories or authorize them to do so, to the extent permitted by law. In the event of the delivery of Custody Assets from a collective custody account, Clients shall have no entitlement to specific numbers or parcels, in the case of bullion and coins, nor to certain years and minting.

##### **11. Registration of Custody Assets**

Custody Assets which are registered are generally registered in the name of the Client in the relevant register (e.g. share register). The Bank is authorized, but not obliged, to perform all the requisite acts of registration on behalf of the Client, including issuance of transfer authorizations. The Client consents to the notification of his identity to issuers and third-party depositories. If registration in the name of the Client is not customary or not possible, the Bank may register the Custody Assets in its own name or in the name of a third party (e.g. a nominee company), but always for the Client's account and at the Client's risk.

##### **12. Reporting and disclosure obligations**

The Client is personally responsible for performing any reporting obligations, filing obligations and other duties such as disclosure of participations, submission of takeover offers etc. (hereinafter "Reporting Obligations") vis-a-vis companies, stock exchanges, public authorities or other market participants. The Bank is not obliged to notify the Client of any Reporting Obligation he may have. If Custody Assets are registered in the name of the Bank or a third party (nominee company), the Client must inform the Bank immediately of any Reporting Obligations. In certain circumstances, the Bank may only execute orders concerning certain stock exchanges if the Client releases the Bank from Swiss banking secrecy obligations for such orders by means of a separate written statement and authorizes it to comply with the legal or regulatory disclosure obligations in the market in question. If such disclosure obligations are introduced after the completed acquisition of Custody Assets, the Bank is authorized to sell the Custody Assets in question if the Client fails to consent to the disclosure within the time limit set by the Bank when advising that the assets will otherwise be sold.

The Bank is authorized to decline in whole or in part to perform administrative activities for Custody Assets which result in reporting obligations on the part of the Bank, following notification of the Client to this effect. This clause is subject to any agreements to the contrary between the Client and the Bank.

### 13. Conversion of Custody Assets

The Bank may cancel instruments delivered to it and have them replaced by uncertificated securities to the extent permitted under applicable law. Securities and uncertificated securities may be held as book-entry securities by credit to a securities account. If the issuer so provides, the Bank may request the printing and delivery of securities.

### 14. Administration

Without any special instructions from the Client, the Bank performs the usual administrative activities such as:

- a) the receipt of interest due, dividends and repayable capital contributions and other distributions;
- b) monitoring of draws, notices of termination, amortizations of Custody Assets etc. based on available industry-standard sources of information;
- c) the purchase of new coupon sheets and the exchange of securities;
- d) exchange and purchase of Custody Assets not involving a right of election on the part of the Client (splits, spinoffs etc.);
- e) payment of the balance on not fully paid-in securities, provided that the deposit date was already set when they were issued.

Furthermore, the Bank undertakes, where it receives special instructions from the Client in a timely fashion, to perform additional administrative activities such as:

- a) the purchase/sale and subscription/redemption of domestic and foreign assets on the terms and conditions applicable to securities transactions;
- b) the execution of conversions;
- c) the purchase/sale or exercise of subscription rights;
- d) the exercise of conversion and option rights;
- e) the execution of orders arising from securities offers in connection with public takeover offers, mergers, splits, conversions, etc.

If the Client's instructions are not received or are not received in a timely fashion, the Bank is authorized, but not obliged, to take action in its own discretion.

Whenever performing any administrative actions, the Bank relies on the industry-standard sources of information available to it, but without assuming any responsibility.

Administrative actions in respect of registered shares without coupons will only be performed if the registered delivery address for dividends and subscription rights is the Bank's address.

The Bank does not perform administrative acts for Custody Assets exclusively or predominantly traded abroad, which are held in Switzerland on an exceptional basis, or for mortgage documents and documentary evidence (e.g. insurance policies).

In connection with its administrative activities, the Bank is authorized, but not obliged, to issue the necessary instructions for the administration of the Custody Assets to issuers or third party depositories and to obtain the necessary information from the same.

Where the Bank has credited distributions to the account of the custody account holder before they are received, the Bank is authorized to reverse such credits in the event that such distributions are not received. Credited distributions which have been made by mistake or error and which have been recalled may be reversed by the Bank at any time.

### 15. Custody account Voting Rights

The Bank may exercise the voting rights for Custody Assets on the basis of a written proxy and special instructions from the Client.

### 16. Credits and debits

Credits and debits (principal, income, fees, etc.) are recorded in an account designated by the Client at the Bank which is linked to the custody account. Unless instructed otherwise by the Client, the Bank is authorized, but not obliged, to credit or debit foreign currency amounts in Swiss francs. Any changes to the Client's instructions must be received by the Bank no later than five banking days prior to the event. Credit entries are made subject to actual receipt. The Bank is authorized to reverse incorrect bookings in the Client's custody account and/or bank account without any time restriction and without prior consultation. Legal provisions on the reversal of book-entry securities remain reserved.

### 17. Custody account/lists of assets/financial report

The Bank shall forward to the Client a statement of the content of the custody account on a periodic basis (as a rule at the end of the year). Valuations of the content of the custody account are based on non-binding, approximate share prices from available industry-standard sources of

information. The Bank does not accept any responsibility or liability for the accuracy of this information or for further information in connection with the book entries. If the Client does not object within one month of receipt of the statement of assets, the statement will be deemed to be correct.

### Special Terms and Conditions governing Locked Deposits

#### 18. Contents

Locked deposits may only contain valuables, documents and other suitable items. No flammable or other dangerous, fragile or otherwise unsuitable items for deposit in a bank building may be submitted. The Client shall be liable for any damages caused by any breach of this provision. The Bank is authorized to request evidence from the Client as to the nature of the deposited items or to check the contents of the locked deposits. If, in exceptional circumstances, such checks must be carried out in the absence of the Client, the Bank shall prepare a written record of the check in order to serve as evidence thereof.

#### 19. Handover

Locked deposits must in all cases be accompanied by an indication of their value. They must bear the exact address of the Client on the cover or envelope and bear a note of the contents, be well packed and sealed in such a way that they cannot be opened without a breach of the envelope or seal.

#### 20. Liability

The Bank shall only be liable in the event of a violation of its customary degree of care and such liability shall be limited to the damages proven, but at most to the declared value. Whenever Clients take back/receive items from locked deposits, any damage to such items must be reported immediately. The Client's confirmation of receipt releases the Bank from all liability. Any insurance policies the Client may wish to take out for items in locked deposits against damage shall be the responsibility of the Client.

## Terms and conditions for payment transactions

### 1. Scope

The following terms and conditions shall apply to the execution and receipt of domestic and cross-border transfers (hereinafter "Payment Orders") in all currencies. They apply to all Payment Orders processed via Basellandschaftliche Kantonalbank (hereinafter "Bank"), regardless of which payment transaction product is used. In the event of any inconsistencies between these terms and conditions and the terms and conditions governing the payment transaction product in question, the latter shall take precedence.

In addition to the following terms and conditions, the Bank's General Terms and Conditions shall apply. In the event of any conflict between the General Terms and Conditions and the following terms and conditions, the latter shall take precedence. However, these terms and conditions for payment transactions shall not apply to transactions processed by credit, debit or Client cards or direct debits.

### 2. Terms governing execution of Payment Orders

For the execution of a Payment Order or a transfer on behalf of a Client, the following prerequisites must be met (cumulatively):

#### 2.1 Required information

As a general principle, to enable the Bank to execute a Payment Order in any currency (excluding SEPA payments), the Client must provide the Bank with the following information ("Required Details"):

- Last name and first name or company name as well as address of domicile/registered office of the Client placing the order,
- IBAN (International Bank Account Number) or account number of the account to be debited,
- Last name and first name or company name and address of domicile/registered office of the beneficiary,
- IBAN (International Bank Account Number) or account number of the beneficiary,
- Clearing number or BIC (Bank Identifier Code) and/or name and address of the beneficiary's financial institution,
- Transfer amount and currency,
- The desired execution date of the Payment Order,
- Date and signature (in the case of written Payment Orders)

The terms and conditions governing the electronic service in question shall apply to electronic Payment Orders.

The Bank will execute Payment Orders on behalf of the Client at the specified time, provided that the Required Details for executing the transaction are complete, accurate and free of internal contradiction. The Bank is entitled, but not obliged, to execute the Payment Order in spite of defective information or a lack of information, provided that the Bank is able to correct and/or supplement the information beyond any doubt.

#### 2.2 Available coverage

At the time of the Bank's execution of the Payment Order, the Client must have freely available funds in his account to be debited or a freely available credit limit in the minimum amount of the Payment Order to be executed. The Bank may elect at its discretion whether to execute a Payment Order despite a lack of coverage.

### 2.3 No restrictions or prohibitions

There are in particular no official orders, no national or international sanctions which the Bank must comply with, and no legal, regulatory or internal regulations that would preclude its execution of the Payment Order.

In the case of a collective order, all prerequisites for each individual Payment Order must be met. Otherwise, the Bank may reject the entire collective order without processing any part of it.

### 3. SEPA payments

SEPA payments (SEPA = Single Euro Payments Area) are domestic and cross-border Payment Orders in euros made under the SEPA payment standard. The following prerequisites must be met (cumulatively) in order to execute a SEPA Payment Order or transfer on behalf of the Client:

For execution of a SEPA Payment Order, the Client must mandatorily provide the Bank with the following information:

- Last name and first name or company name as well as address of domicile/registered office of the Client placing the order,
- IBAN (International Bank Account Number) of the account to be debited of the Client placing the order,
- the amount to be transferred in euros,
- Family name and first name or company name, as well as domicile/registered office address of the beneficiary,
- IBAN (International Bank Account Number) of the beneficiary's account,
- BIC (Bank Identifier Code) of the beneficiary's financial institution,
- the beneficiary's financial institution must be a SEPA participant,
- the desired execution date of the Payment Order,
- Rules governing "fee splitting" (i.e., clients and beneficiaries pay the costs incurred by their own financial institution),
- the desired execution date of the Payment Order,
- date and signature (in the case of written Payment Orders)

The terms and conditions governing the electronic service in question shall apply to electronic Payment Orders.

The Client acknowledges that notifications to the beneficiary can only be made in the designated field and that it is not possible to give further instructions to the ordering bank, recipient's bank and Beneficiary. The Client also acknowledges that even if only one of the necessary information is missing, if there are any deviations from the mandatory rules on fees, or if any further instructions are noted on the

Payment Order, it will not be executed as a SEPA Payment Order, but rather will be treated as a conventional Payment Order.

### 4. Credit and debit date

If a credit or debit date falls on a Saturday, Sunday, a (bank) holiday or a non-existent date, the Bank is authorized to enter the credit or debit on the previous or next banking day.

The Client acknowledges that credits to the Beneficiary may also be delayed as a result of foreign regulations concerning banking days or bank holidays.

### 5. Credit and debit notes

Credit and debit notes are generally provided to the Client within a period of one month. Special agreements concerning the date of delivery and the form and nature of the notes remain reserved.

### 6. Credit of incoming payments and waiver of data reconciliation

As a general principle, the IBAN/account number must be entered as well as the matching surname and first name or company name and address.

The beneficiary Client agrees that the credit of the transfer amount shall only be made on the basis of the IBAN specified in the Payment Order. As a rule, there is no reconciliation with the name and address of the beneficiary client. The Bank reserves the right, in its discretion (even after having credited funds), to carry out such reconciliation and to reject the Payment Order in the event that it is materially non-compliant. In the event of such rejection, the Bank is entitled to inform the originator's financial institution of the non-compliance.

The Client placing the Payment Order agrees that the credit will be made by the beneficiary's financial institution only on the basis of the IBAN specified and without comparing it with the name and address of the beneficiary. The beneficiary's financial institution may also reserve the right to perform such reconciliation in its own discretion and to reject the Payment Order in the event of discrepancies.

### 7. Return or blocking of incoming payments

Incoming payments transferred with outstanding date or which are inaccurate, unclear or contradictory, as well as those which cannot be credited for other reasons (e.g. governmental orders, national or international sanctions, legal, regulatory or bank-internal regulations or otherwise not in line with internal or external codes of conduct), will be returned to the originating financial institution, provided that the Bank has no obligation to block an incoming payment.

In the above-referenced cases, the Bank reserves the right to obtain information and documents in order to assess the background to an incoming payment and to obtain corrected or supplemental payment instructions from the originating financial institution with a view of potentially crediting of the funds before deciding whether to return, block or credit the payment. The Bank is not liable for any resulting delays. In connection with the returning of bank transfers, the Bank is authorized to disclose to all parties involved in the transaction (including the Client not placing the order) the reason for the failure to credit the funds (e.g. "account is closed").

### **8. Return of a Payment Order**

The Bank will inform the Client of the reason for the return of a Payment Order (if known and if the Bank is permitted to do so) within a reasonable time and in an appropriate form if either a Payment Order is not executed because at least one requirement has not been met or if the execution is refused by another party (e.g. a clearing office or the financial institution of the beneficiary) involved in the transfer after the account was debited. If the amount transferred has already been debited, the Bank will credit the amount returned back to the respective account for value on the date the Bank received it.

If the Bank is itself able to cure the reason for the rejection of the Payment Order, the Bank is authorized, but not obliged, to execute the Payment Order again without consulting the Client.

The Bank is not liable for returns or delays as a result of insufficient or missing or incorrect instructions. Any bank charges incurred in this context will be debited to the Client.

The Bank is not obliged to execute Payment Orders that violate official orders, national or international sanctions, legal, regulatory or bank-internal regulations, or otherwise no in line with internal or external codes of conduct.

### **9. Right of the Bank to reclaim a credited payment**

The Bank is at all times authorized to debit or otherwise reclaim amounts credited, including interest as of the credit date, from the Client's account after the credit has been made and notwithstanding the issuance of a bank statement in the interim. However, this is subject to the proviso that it has been subsequently shown that the credit was erroneous (in particular due to a mistake) or was otherwise wrongly issued, or that the cover payment of its correspondent bank underlying the credit was not received in the usual course of business. The Bank shall inform the Client of any debit applied.

### **10. Currency conversion/exchange rate risk**

As a general rule, Payment Orders, regardless of currency, are debited from the account specified by the Client. Payments received shall be credited to the account in accordance with the IBAN (International Bank Account Number) or account number specified in the Payment Order. If the funds transferred do not match the currency in the indicated account, the Bank may credit the funds to the Client's account in the relevant currency. The conversion into or from the account currency shall be based on the then prevailing foreign exchange purchase or sales rate on the date of the processing of the order in question.

The Client shall bear any possible exchange rate risks (e.g. re-credit following a rejected payment).

### **11. Fees and expenses**

The Bank is authorized to charge fees for executing Payment Orders and for processing incoming payments, as well as for any related additional services and for currency conversion and to debit additional third-party expenses. The Bank can make changes to its fees at any time. The fees and the changes to fees shall be notified or made known to the Client in an appropriate manner. The Bank has the right to debit any fees charged and any third-party expenses incurred directly from the Client's account.

### **12. Cut-off times**

The Bank's cut-off times shall be notified to the Client through the usual communication channels. If the Payment Order is delivered by the Client after the relevant Cut-off Time, the payment can normally only be executed on the next banking day.

### **13. Processing/forwarding of data**

The Client (as the originator of the Payment Order) agrees that in processing domestic and cross-border Payment Orders, the Bank may disclose his data (in particular, surname, first name, address, account number, IBAN) to the financial institutions involved (particularly domestic and foreign correspondent banks of the Bank), the operators of payment transactions systems domestically and abroad (such as SIX Interbank Clearing AG as the provider of SIC, i.e., Swiss Interbank Clearing, or SWIFT, i.e., Society for Worldwide Interbank Financial Telecommunication) and beneficiaries located domestically and abroad, and that all of the foregoing may themselves transmit the data to third parties they have in further countries for purposes of performing further processing or data backups.

The Client (as the beneficiary) acknowledges that the data disclosed by him to the originator may also be processed or transmitted via the systems referred to above.

Furthermore, the Client acknowledges that the data being transmitted abroad will no longer be protected by Swiss law but will be subject to the relevant foreign law and that foreign laws and other regulations as well as official orders may require that such data be passed on to authorities or other third parties.

In addition, the Client acknowledges that if relevant governmental, judicial or legal orders or conditions are in place, his data must also be disclosed to Swiss authorities or authorized third parties.

#### **14. Disclaimer in the event of general delays, blocking or non-execution of transactions**

The Client acknowledges in respect of payment transactions that international or foreign rules and measures (e.g. legal or regulatory restrictions, sanctions, special features of foreign payment systems) or rules and measures of thirdparty financial institutions or other events outside the Bank's sphere of control may result in a delay, the blocking or the non-execution of a transaction. The Bank is not liable for any resulting damages.

#### **15. Duties of the Client**

The Client must ensure that Payment Orders, order forms and proofs of payment are protected against fraudulent use by unauthorized parties. If the Client finds that the account has been wrongly credited or debited or that an incorrect amount has been credited or debited, the Client must inform the Bank immediately thereof.

#### **16. Additional payment-related terms and conditions**

Other terms and conditions of the Bank which also relate to payment transactions (such as terms governing the direct debit scheme etc.) remain reserved.

#### **17. SEPA direct debit scheme**

In order for direct debits received by the Bank in accordance with the SEPA payment standard to be debited from an account of the Client, the Client must furnish prior written consent to the Bank's special terms and conditions of the SEPA direct debit scheme. Absent such consent, the Bank is entitled to refuse an incoming debit, without being obliged to contact the Client beforehand regarding the direct debit received.

#### **18. Amendments to these terms and conditions**

The Bank reserves the right to amend these terms and conditions at any time. Amendments shall be duly notified to the Client via the usual channels of communication before they come into force. Clients will be deemed to have accepted the amendments if they make no written objection within

one month of notification, but in any event upon their next use of the services in question.

## **Terms and Conditions for the Use of Electronic Banking Services**

### **General Terms and Conditions for Electronic Banking Services**

#### **1. Scope**

The following terms and conditions apply to all current and future electronic services. Special terms and conditions applicable to the services concerned remain reserved. In the event of any conflict between the following terms and conditions and the special terms and conditions, the latter shall take precedence. In addition, the General Terms and Conditions of the Bank shall apply.

#### **2. Access to Electronic Banking Services**

Technical access to the services shall be granted via the internet through a provider chosen by the Client or the Authorized Person (hereinafter both "User(s)") himself (such as the internet, telecommunications, etc.) or through other modern communications media and special software acquired by the User from third parties. Access to electronic banking services is granted to anyone who has identified themselves using the service in question. Users identify themselves by entering the User credentials assigned by the Bank. It is expressly noted that a person who is able to enter the authentication features given by the Bank (Client, Authorized Person, third party) will be recognized as authorized to use electronic banking services. Each User shall himself be responsible for safeguarding his authentication features.

The Bank reserves the right to introduce other or change the methods of identification. The User is obliged to change the first authentication features (such as the password, secret number, etc.) sent to him by the Bank immediately upon receipt.

The Bank may thus permit the User, in connection with and to the extent of the services chosen and the methods of disposal chosen, and irrespective of his legal relationship with the Client and irrespective of any other entries in the register of commerce, publications or rules in the Bank's signature documents, as well as without any further verification of his authority, to make queries or cause queries to be made in respect of the accounts/custody accounts notified to the Bank and the Bank is authorized to accept orders and communications from such User. Furthermore, the Bank has the right, at any time and without the need to state reasons, to refuse to provide information and accept instructions, orders and communications, and to insist that the User identify himself by other means (in writing or by appearing in person).

The Client acknowledges without reservation all transactions recorded in the Bank accounts/custody accounts designated by the Client or his Authorized Person for electronic banking services which have been carried out via his identification features or those of his Authorized Person but for which no written order has been issued. All instructions, orders and communications received by the Bank in this manner shall also be deemed to have been prepared and authorized by the Client or his Authorized Person.

Orders, communications and the like transmitted by e-mail are generally not binding on the Bank. Agreements with the User which may provide otherwise remain reserved.

### 3. Duties of care

The User is obliged to keep confidential the authentication features required for the services in question and to protect them against fraudulent use by third parties. The Client shall bear all risks arising from the disclosure of his own authentication features or those of the Authorized Persons. If the User uses a password manager or the like, he does so entirely at his own risk. If there is reason for concern that unauthorized persons have gained knowledge of the authentication features required to use the relevant electronic banking service, these authentication features must be changed immediately or new authentication features must be requested from the Bank. The Client shall bear all risks arising from the use (including the fraudulent use) of his authentication features or those of his Authorized Person. The User must verify that all data entered or Terms and Conditions for the Use of Electronic Banking Services transmitted by him is complete and accurate. The responsibility for the data transmitted by the User remains with the Client until the data is accepted in the Bank's systems. If the User finds that the transferred data has not arrived at the Bank as instructed, or has only arrived in part, the User is obliged to report this to the Bank immediately.

### 4. Security

Despite all state-of-the-art security precautions both on the part of the Bank and of the Client, absolute security cannot be guaranteed. The User's access devices (such as computers, mobile phones, etc.) or the User's network are outside the Bank's sphere of influence and control and can become a weak point. In particular, the Client acknowledges and is deemed to assume the following risks:

- Insufficient system familiarity and lack of security measures may facilitate unauthorized access (e.g. insufficiently protected storage, processing and transmission of data, etc.).

- There is a risk that a third party may gain access to a User's access devices (such as computers, mobile phones, etc.) whilst the User is using the internet service
- There is a risk that computer viruses and malware (particularly via software coming from non-trusted sources) may be introduced into the access devices (e.g. through the use of internet services or through the connection of storage media)
- If the User accepts to receive information from the Bank separately via e-mail, text message etc., such transmissions are generally carried out in unencrypted form

The User is obliged to minimize the security risks arising from the use of the medium in question (e.g. internet, mobile phone), by taking appropriate protective measures in line with the current state of the art (special antivirus programs, software, etc.). The User shall comply with the security information provided by the Bank and recommended security measures.

### 5. Exclusion of warranty and liability

The Bank assumes no responsibility for the accuracy and completeness of the data transmitted by it. In particular, information on accounts and custody accounts (balances, account statements, transactions, etc.) as well as generally accessible information, such as share prices and foreign exchange rates, are considered provisional and non-binding. The data shown do not constitute binding offers, unless they are expressly designated as such.

If the Bank gives the Client information with regard to the hardware and software vendors as well as possible providers, such information is non-binding. In the event of any problems or damages arising from such choices, the Bank expressly disclaims any liability or any obligation to provide support. Data traffic is transmitted via public communication networks.

The Bank disclaims all liability for damages incurred by the User as a result of transmission errors, overloaded systems, technical defects, disruptions, maintenance work, disturbances or unlawful interference with communications networks and arising out of the use of internet services. The Bank assumes no liability for damages incurred by the Client as a result of the User's lack of legal capacity.

When identifying security risks, the Bank reserves the right at any time to interrupt access to the electronic banking services for the protection of the User until such time as the risk is eliminated. The Bank assumes no liability for any damages arising from such interruption.

If the Client suffers damages due to circumstances lying within the Client's own sphere of risk or in the joint sphere of risk or which arise out of the Client's failure to perform his own contractual duties, then the Client shall bear full responsibility for such damages. The Bank's liability for indirect and consequential damages, such as lost profits or third party claims, is hereby disclaimed to the extent permitted by law.

Vis-a-vis the Bank, the Client is responsible for all damages and disadvantages arising from the fact that the data records or other data supplied by the Client or his Authorized Persons are not in proper condition or are incorrect or incomplete.

The Bank shall not be liable for damages caused by the slight negligence of its auxiliary persons in the performance of their duties. The Bank is only liable for gross negligence and only to the extent that its conduct contributed to the creation of a damage.

## 6. Blocking

The User can block his access and the Client can block his Authorized Person's access to the Bank's respective services. A blocking measure may only be requested by telephone during the Bank's normal business hours and must be confirmed promptly to the Bank in writing. Furthermore, the User may block his access to the E-Banking application immediately. A blocking measure initiated by the Client can only be cancelled with the express consent of the Client. The Bank is authorized to demand the written consent of the Client. The Bank is entitled to block access to individual services or to all services without the need to give reasons and without prior announcement or notice if it deems this appropriate in its sole discretion for substantive reasons. The Bank is authorized to interrupt any of the individual services for maintenance work.

## 7. Rules governing power of attorney

An authorization permitting Authorized Persons to use electronic banking services remains valid until explicitly revoked (generally in writing); the Client shall have the burden of proving timely revocation. It is expressly stipulated that an authorization, once granted, shall not lapse upon the death or loss of legal capacity of the Client, but shall remain in force until revocation, irrespective of any other entries in the register of commerce or publications. The cancellation of an Authorized Person's signature authority deposited with the Bank does not automatically result in the cancellation of his authorization to use electronic banking services; rather, this requires explicit revocation by the Client.

## 8. Bank-client secrecy

The Client acknowledges that data is transferred via an open communications network which is accessible by anyone. In the process of such communications, data is transmitted regularly and in an uncontrolled fashion across borders. This applies to the transfer of data even if the sender and the receiver are located in Switzerland. In certain circumstances, third parties may be able to infer that a banking relationship with the Bank exists.

## 9. Import and export restrictions

The Client and/or the Authorized Person acknowledge that, by using the electronic banking services from abroad, he may under certain circumstances violate rules of foreign law. It is the responsibility of the Client to inform himself about this. The Bank disclaims all liability in this regard. Should the Client or the Authorized Person use the electronic banking services from abroad, he acknowledges that there may be import and export restrictions on the encryption algorithms which may be infringed by his use of the electronic banking services.

## 10. Local legal restrictions on use

The website of Basellandschaftliche Kantonalbank is not intended for persons who are subject to legal systems or laws or other regulations that prohibit access to the website or its publications because of their place of residence, nationality or for other reasons. Access to the website by such persons is prohibited.

## 11. Termination

Notice of termination of electronic banking services may be given in writing by either party at any time without observing a notice period, by forwarding such written notice to the other party. Furthermore, the Bank is authorized to inactivate or permanently terminate access to electronic banking services without prior notice where the User has not used them for six consecutive months (e.g. no login).

## 12. Amendments to these terms and conditions

The Bank reserves the right to amend these terms and conditions at any time. Amendments shall be duly notified to the Client via the usual channels of communication before they come into force.

The amendments will be deemed to have been accepted if no written objection thereto is submitted within one month of learning of the amendment, but in any case they shall be deemed accepted upon the next use of the electronic banking service.

## Specific Terms and Conditions governing electronic banking services

### 1. Internet banking

#### 1.1 Technical access

The technical access to internet banking occurs via an internet service provider chosen by the Client himself. Access to internet banking is granted to anyone who has identified himself during his use of the service by the following methods (listed cumulatively below):

- entering his contract number or his pseudonym,
- entering his personal password, which can be freely selected in line with industry standards,
- where applicable, using another method of authentication approved by the Bank

In connection with new authentication processes recognized by the Bank, the options for identification may deviate from this standard.

#### 1.2 The message function in internet banking

As a basic principle, orders placed **via internet banking** are not binding on the Bank. Orders must be placed via the application features designated for this purpose, such as “payment transactions” or “securities”.

#### 1.3 Stock exchange orders

The Client acknowledges that the processing of his stock exchange orders is not carried out around the clock, but will depend inter alia on the Bank’s rules regarding bank holidays and/or on trading days/trading times in the relevant stock exchange.

The Bank assumes no liability for orders not performed on time and resultant damages (particularly due to share price losses) provided as it has exercised the customary degree of care.

It is the Client’s duty to ensure that the necessary credit balance in his account is available for purchase orders or that, in the case of sales orders, the equities are freely available in his custody account.

The Client shall be liable for damages due to having entered an incorrect number or an incorrect nominal value of securities, due to having entered incorrect securities, and damages due to him having confused purchase and sale.

When using internet banking, the Client waives individual advice as well as alerts and recommendations regarding individual securities. The Client (custody account holder) or his Authorized Person issues orders (for purchase/sale) independently to the Bank. All risks arising from trading

securities and any associated financial disadvantages shall be borne by the Client himself.

### 2. Connect

#### 2.1 Technical Access

Technical access to Connect occurs via an internet service provider chosen by the Client himself and a customized application (e.g. software etc.). The Client uploads his contract number and the personal password to the application.

Access to Connect is granted to anyone who has identified himself via a Client-specific application by the following methods (cumulatively):

- Entering his personal password into the Client-specific application,
- Use of the Bank key

Depending on the application used by the Client, the identification options may diverge from the above-referenced standard. Access to the Client-specific application as well as the authorization procedure and the grant of authorization in connection with the Client-specific application are the exclusive responsibility of the Client.

#### 2.2 Cancellation of orders

After data transfer, cancellations of individual orders or of the entire file can only be directed to the Bank outside the Connect process if the Bank has not yet begun processing the orders/file. Corrections are only possible by cancelling orders and reissuing them.

### 3. EBICS

#### 3.1 Technical Access

Access to the EBICS service is granted to anyone who has identified himself during his use of the service by the following methods (listed cumulatively below):

- entering his personal username in the application,
- entering his personal password in the application,
- using EBICS Hash Values,
- entering his Client identification,
- entering his participant identification

Depending on the application used by the Client, the identification options may diverge from the above-referenced standard. Access to the Client-specific application as well as the authorization procedure and the grant of authorization in connection with the Client-specific application are the exclusive responsibility of the Client.

If EBICS is used with a distributed electronic signature (DES), the Client must first notify the Bank in writing of the type of signature and the class of signature.

### 3.2 Cancellation of orders

After data transfer, cancellations of individual orders or of the entire file can only be directed to the Bank outside the EBICS process if the Bank has not yet begun processing the orders/file. Corrections can only be made by cancelling orders and reissuing them.

### 4. Mobile banking and other access applications (e.g. BLKB Mobile App)

The Bank cannot guarantee unrestricted access to, or unlimited use of, the services in question. Similarly, the Bank cannot guarantee unlimited operational readiness of the internet and the transmission of data via mobile banking and other access applications within a reasonable time.

As a general rule, the same security measures must be observed as for internet banking. In addition, the following points must be borne in mind:

- The User should always activate the device lock code of his mobile access device
- The User must ensure that the authentication features (such as contract number and password) are entered securely
- The User is responsible for updating his operating system (updates/upgrades)

It is also explicitly emphasized that the use of mobile banking involves certain risks, in particular:

- the disclosure of the banking relationship as well as bank information to unauthorized persons (e.g. in the event of loss of access device or storage of information in the browser cache, download of PDF documents), which could in certain circumstances mean that bank-client secrecy is no longer ensured
- System interruptions or other transmission problems that may cause delays, changes, misdirections or deletion of information;
- Fraud and resulting damages caused by the interception of information by unauthorized parties;
- Requesting information in case of loss of access device;
- Observation by third parties when devices are used in public areas (e.g. train, tram, co-working zones, etc.);
- where the User makes modifications to the operating system (e.g. “Jail-Break” in the case of iOS and “rooting” in the case of Android)

## Terms and conditions governing the use of cards and alternative cash withdrawal options (account cards, debit cards, etc.)

### 1. Services

The Bank’s services differ depending on the cash withdrawal option used. The Bank determines the initial and supplementary cards (with or without personal code or alternative cash withdrawal options) allowed for each type of account.

The Bank may extend these services or cancel them in part or in full at any time without prior notice. The following terms and conditions apply to the use of cards or alternative cash withdrawal options of any kind. In addition, the special terms and conditions governing in each case the card (such as account cards, debit cards, etc.) or the alternative cash withdrawal option being used will likewise apply, which can be viewed in the currently valid version on our homepage. In the event of any conflicts between the general terms and conditions and the special terms and conditions for the card in question, the latter shall take precedence. In addition to the following considerations, the General Terms and Conditions of the Bank shall apply. In the event of any conflict between the General Terms and Conditions and the following terms and conditions, the latter shall take precedence.

### 2. Cardholders

The card is issued in the name of the account holder or a person authorized by him (hereafter referred to individually or jointly as the “Cardholder”).

### 3. Ownership and return of the card

The card remains the property of the Bank and the Bank may demand its return at any time. If the banking relationship is terminated, the card must be returned. In the event of termination of the card, closure of the account, in the event of death, bankruptcy, insolvency or loss of legal capacity of the Cardholder and in the event of a breach of these terms and conditions, the card must be immediately returned to the Bank. Upon revocation of a power of attorney, the account holder must ensure the return of the Authorized Person’s card. If the card cannot be found, the account holder must inform the bank immediately. The Bank will thereupon block the card. Despite the return of the card, the Bank remains entitled to debit all amounts to the account arising out of card use prior to the effective return of the card to the Bank. The Bank also has the right to demand the return of the card at any time and without giving any reasons. If the card is not returned by the Cardholder by the deadline set

by the Bank, the Bank is entitled to block the card, but without any liability on the part of the Bank.

#### **4. Personal authentication feature (such as PIN code etc.)**

The personal PIN code is a number assigned to the Cardholder, which is not known to the Bank. The PIN code can be changed at any time at any ATM of the Bank. A person with the card and the corresponding PIN code will be entitled vis-à-vis the Bank to dispose of assets.

In line with the current state of the art, the Bank may accept further authentication features for cash withdrawals, transactions or orders. In this case, the Bank will regard a person as being authorized if he presents to the Bank, or enters, the authentication feature designated for that purpose. The Bank is authorized to debit from the account in question all transactions registered electronically and stemming from the use of the card and the PIN code or from the use of the recognized authentication feature. The account holder acknowledges these transactions without reservation.

#### **5. Duties of care**

The Cardholder has, in particular, the following duties of care:

- Upon receipt of the card, the Cardholder must sign it immediately where indicated
- Personal identification features (such as PIN codes etc.) must be kept secret and protected against misuse. In particular, the identification feature may not be noted on the card or stored physically or electronically together with it in any other way
- Users must always hide their PIN Code when entering it
- The PIN code chosen by the Cardholder must not consist of combinations that are not easily ascertainable (such as birth dates, telephone numbers, car license plate numbers, etc.)
- The Cardholder may not pass on his card and/or give it, or make it accessible, to third parties
- The Client must notify the Bank immediately in the event he loses the card, fails to receive the card, fails to receive the initial PIN code or if the card remains in a device (e.g. ATM etc.)
- In the event of loss, the Cardholder must file a report with prosecuting authorities (e.g. the police) and, so far as possible, cooperate with the investigation of the incident and with the measures to mitigate any damages

#### **6. Authentication**

Any person who is identified through his use of the card by PIN code entry or without PIN code entry (e.g. in the case of contactless payment) or by signing the transaction receipt or using another intended authentication feature shall be

deemed authorized to make the cash withdrawal, transaction or order. This applies even if the person in question is not the Cardholder. The Bank is thus entitled to debit all amounts authenticated in this manner from the account, to provide information or to execute orders.

#### **7. Obligation to ensure sufficient coverage and card limits**

Cash withdrawals are permitted only if the necessary coverage (existing funds in credit or free credit limits granted to the Client) is available on the account. The Bank is entitled to refuse cash withdrawals, transactions and orders if the required coverage is not available.

The Bank shall set a card limit for each issued card and inform the Cardholder thereof at the time the card is delivered to the Cardholder. The Cardholder may change his card limits within the range permitted by the Bank. It is the responsibility of the account holder and the Authorized Person to inform themselves regarding card limits whenever necessary (by inquiring with the Bank or with each other).

The Bank may at any time and at its own discretion block or limit the use of ATMs and the card limits in general or in relation to individual Cardholders. The Bank fully disclaims any damages arising from refusals and/or usage restrictions.

#### **8. Debits and deposits**

The Bank is entitled to debit all amounts in connection with issuing, managing and using the card to the account for which the card is issued. The Bank's right to debit the Client's account remains unaffected even in the event of disagreements between the account holder/Cardholder and third parties.

It is generally possible to make deposits at ATMs intended for this purpose by entering the PIN code. The Client acknowledges all transactions and credits made with a payment card issued to his account.

#### **9. Availability of ATMs**

The ATMs of the Bank are usually in operation 24 hours a day. Clients should inform the Bank of any disruptions at ATMs as soon as possible. The Bank disclaims all liability for damages in the event that the use of an ATM (e.g. for a cash withdrawal or a deposit etc.) is not possible for any reason (such as technical disruptions, operational failures, unlawful interference, etc.).

#### **10. Monitoring**

The Bank is authorized to electronically monitor the area of BLKB ATMs for security reasons and for the purpose of

investigating possible crimes, to make video recordings and to store them for an appropriate period of time.

### 11. Information on ATMs

The Bank assumes no responsibility for the accuracy and completeness of information that is requested via ATMs. In particular, information (such as account balances, transactions, etc.) is provided on a provisional and non-binding basis, unless the Bank expressly states that the information is binding.

### 12. Lost cards and blocking measures on cards

In the event of a loss of the card and/or the authentication feature, the Bank must be informed immediately so that wrongful withdrawals can be prevented wherever possible. Blocking measures can only be placed on cards by the Bank during its ordinary business hours. In the event of a loss of a card and/or of an authentication feature, the blocking measure must also be placed on the card outside the Bank's ordinary business hours in accordance with the separate terms and conditions.

The Client authorizes the Bank to provide the authorities with the necessary information on the Client's data in the event of police investigations in connection with the loss of the card or the authentication feature or its misuse. A blocking measure requested by the Cardholder can only be – to the extent possible – cancelled with the explicit consent of the Cardholder. The Bank is entitled to request such consent in writing from the account holder and/or Cardholder.

### 13. Fees

For the issuance of cards, their authorization, the processing of transactions executed by such cards, etc. as well as for the blocking measures on such cards, the Bank may charge fees to the account holder which it shall notify to him via the usual communication channels in an appropriate manner. The Bank has the right to debit such fees directly from an account of the Client, as a rule from the account linked to the card in question.

### 14. Liability

The Client shall be, for himself and for all other Cardholders, fully liable for any damages resulting from loss, improper use or misuse of the card and/or the authentication feature, even where the Client is not at fault.

If the Bank compensates the Client with respect to certain damages, the account holder is upon receipt of the compensation, deemed to assign to the Bank all claims resulting from such damages.

### 15. Amendments to these terms and conditions

The Bank reserves the right to amend these terms and conditions at any time.

Amendments shall be duly notified to the Client via the usual channels of communication before they come into force.

If no written objection is made within one month of notification, the amendments shall be deemed to have been accepted, but in any event at such time of the first use of the service in question.

## Privacy Statement

The current data protection declarations can be found on the BLKB website at [www.blkb.ch/rechtliches](http://www.blkb.ch/rechtliches).