

Contract documents for business relations with the Berner Kantonalbank AG

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General Terms and Conditions of Business

These Terms and Conditions govern business relations between customers and the Berner Kantonalbank AG, hereinafter referred to as “BEKB”. Certain types of services and products are also governed by the Special Terms and Conditions of Business. Special agreements remain reserved.

Special conditions and agreements override the general provisions. In such cases, the General Terms and Conditions of Business shall apply in addition. For the sake of readability, we refrain from using combined forms (he/she and his/her) and use the generic pronouns “they/their” instead.

1. Right of disposal and representation

1.1 If a business relationship is in the name of several persons these shall be jointly and severally liable for any claims of BEKB arising from the business relationship. In the absence of any agreements to the contrary the customers may only dispose of the account jointly.

1.2 The customer may arrange to be represented by a third party in relation to BEKB. BEKB reserves the right to request a written power of attorney which must be presented to it and which shall remain in its possession. The bank provides power of attorney forms in the form of the basic agreement /rules on signatures. Powers of attorney will remain in force until receipt of a written revocation, even in the event of the principal's death, loss of capacity to act, declaration of presumed death or insolvency. However, BEKB is not obliged to accept powers of attorney, particularly those that are not submitted on its own power of attorney forms.

1.3 In order to protect assets in the event of the death of the customer, BEKB is entitled to request those documents which it deems necessary, at its discretion, for clarifying the right of information and disposal (e.g. certificate of inheritance, certificate of probate). In the case of documents in a foreign language, an officially certified translation into the relevant language for the contractual relationship must be provided at the request of BEKB. All the resultant costs incurred must be met in full by the claimants. BEKB may at its own discretion, permit any powers of authority remaining in force after death to be exercised to only a limited extent, or may refuse to acknowledge such powers, until proof of the right of information or of disposal under inheritance law is provided.

2. **Verification of signatures and identities** BEKB verifies the identity of the customer and their authorised agents with due care and diligence. It is entitled but not obligated to conduct a more extensive check.

BEKB shall be liable for any loss resulting from a failure to recognise inadequacies with respect to proof of identity and forgeries, if it has failed to exercise its due care and diligence.

The customer shall keep banking documents and in particular identifying codes safe to prevent unauthorised access. They must take all reasonable precautions to prevent misuse or fraud. **The customer undertakes to notify BEKB of any security-related incidents immediately.** The customer shall be liable for any loss resulting from misuse of their identifying codes or from fraud, if they have breached their due care obligations. If neither BEKB nor the customer has failed to exercise due care and diligence, any loss incurred shall be borne by the party in whose sphere of influence the misuse or fraud occurred.

2.2 BEKB may require signatures to be certified.

3. Legal incapacity

3.1 The customer shall bear the loss arising from their legal incapacity, or that of their authorised agents, representatives or other third parties, if BEKB, as debtor, has not been informed about the legal incapacity and provided that BEKB applied the due care and diligence.

4. Communications of BEKB and dormant accounts

4.1 Communications of BEKB shall be deemed to have been effectively issued if sent to the last address notified by the customer or to a service address designated by the customer (including delivery via an electronic communication channel). The date of despatch is deemed to be the date appearing on the copies or despatch lists in the possession of BEKB.

4.2 **The customer must notify BEKB immediately of any changes to their personal details (in particular name, address, tax domicile, contact and correspondence details), as well as to those of their authorised agents and representatives, beneficial owners and controllers.** They shall replace supporting documents and statements when first requested to do so. BEKB shall not be liable for the consequences of inadequate or incorrect personal particulars.

4.3 BEKB is reliant on the customer's cooperation to prevent assets becoming dormant. In the event of longer periods of absence, the customer can notify BEKB of how they can be contacted. In general, it is advisable to designate an authorised agent or another person who is authorised to receive information. As soon as BEKB notices that correspondence cannot be delivered following a change of address, it shall attempt to re-establish contact. If contact cannot be re-established, BEKB shall handle the assets in accordance with the guidelines of the Swiss Bankers Association: the assets are specially flagged. Assets with a value of more than CHF 500 and safe deposit boxes are entered in a centralised database held by the Swiss Banking

Ombudsman. Sixty years after the last contact with the customer, the assets are transferred to the Swiss government. If the assets are worth in excess of CHF 500, the customer relationship is published on an online platform before the assets are transferred to the government. BEKB's usual costs and fees will continue to be charged in the case of dormant assets. In addition, BEKB may also charge the customer for costs incurred in conducting enquiries, and for the special handling and monitoring of dormant assets.

5. Compliance with legal and regulatory requirements

The customer is responsible for ensuring compliance with the applicable legal and regulatory requirements. This also includes compliance with their tax obligations, which they shall document to BEKB on request. The customer acknowledges that BEKB is subject to legal and regulatory investigation and reporting duties. They undertake to provide information and supporting documents in this regard as soon as they are asked to do so.

6. Errors in transmission

BEKB shall not be liable for losses incurred as a result of incorrect transmission insofar as it has applied the due care and diligence. This applies to the use of conventional (post, telephone, etc.) and all electronic means of transmission (email, Internet banking, BEKB Client Portal, etc.). The customer shall bear the risk of loss, delay, incomplete or duplicated communications.

7. Execution of orders

If loss is incurred as a result of non-execution, late execution or improper execution of orders (other than stock exchange orders), BEKB shall only be liable for the loss of interest unless in the individual case its attention had already been called to the impending risk of a more extensive loss.

If the customer issues multiple orders, the total amount of which exceeds his disposable account balance with BEKB or the credit granted to him, BEKB will decide at its own discretion which orders are to be executed in full or in part, without regard to the date or the chronological sequence in which the orders are received.

8. Conditions

8.1 The agreed or standard interest payments, commissions, costs and taxes will be credited or debited to the customer by agreement, or failing such an agreement, at BEKB's discretion, promptly on a monthly, quarterly, half-yearly or yearly basis.

8.2 BEKB can amend interest rates and prices at any time or introduce new prices. BEKB is entitled to charge a fee on credit balances (negative interest rates), in particular in the event of changed market conditions or on other objective grounds. The customer will be notified of changes in an appropriate manner. Price increases or new prices are deemed to have been accepted if the customer does not cancel the product or service in question within 30 days of notification. Termination or withdrawal

periods in accordance with the Special Terms and Conditions of Business or agreements remain reserved.

8.3 Prices and conditions will be communicated in brochures which can be viewed at any time; these can be found in all branches, on the BEKB website, or through another appropriate method.

8.4 Third-party charges will be passed on to the customer.

9. Right of lien and set-off

9.1 Where the customer has liabilities to BEKB, the latter shall have a right of lien against all assets kept by it or with third parties for the account of the customer. This shall likewise apply to credits and loans with or without special sureties.

9.2 In respect of claims against it, BEKB has a right of set-off without regard to the maturity date or currency of its own claims.

9.3 At its own discretion, BEKB shall be entitled to effect the compulsory or voluntary sale of the liens as soon as the customer is in default with their payments.

10. Customer complaints

The customer is obligated to lodge complaints in respect of execution or non-execution of orders of any kind, their account/custody account statements and other messages immediately on receipt of notification, but at the latest within 30 days or within the time limit stipulated by BEKB. Otherwise they will be deemed to have been approved.

11. Savings book

11.1 BEKB no longer offers savings books. All books have been converted into accounts with the same number and blocked. The account will be unblocked when the savings book is handed in. Missing books must be invalidated at the customer's cost.

11.2 BEKB is entitled, but not obligated, to pay out credit balances on missing registered savings books, even without publication of or adherence to a waiting period and without any declaration of invalidity by the courts. It can request that the signatures of the claimants be certified or accept a written declaration.

12. Foreign currency accounts

BEKB invests assets equivalent to the customer's credit balances in foreign currency, within or outside the respective currency area. BEKB selects its correspondent banks with due care and diligence.

The customer bears the consequences of changes in exchange rates and measures under public law (e.g. payment or transfer bans) with regard to their assets. If BEKB has difficulty in transferring or is unable to transfer the assets, it is only obli-

gated to establish a credit entry for the customer at a correspondent bank or at a bank designated by the customer in the respective currency area, provided the establishment of such a credit entry is feasible.

13. Bills of exchange, cheques and similar instruments

If bills of exchange presented for payment for discounting, cheques and similar instruments are not paid, or if the proceeds thereof are not freely available, BEKB can reverse the credits, whilst still retaining all claims arising from the instrument against all persons liable under the instrument until any debit balance has been cleared. Provided that BEKB has applied due care and diligence, the customer shall bear the loss arising from the encashment of a counterfeit or forged cheque.

14. E-mail

The customer acknowledges that privacy and bank-client confidentiality cannot be guaranteed for correspondence sent by unsecured e-mail. In addition, e-mails can contain viruses, be forwarded to the wrong address or be intercepted and modified. BEKB therefore recommends that confidential information on the business relationship with BEKB should not be sent by e-mail, that the e-mail address be entered separately for each new message and that the text received not be enclosed. BEKB accepts no liability for losses arising from any of the abovementioned risks occurring. As a result of the abovementioned risks BEKB also cannot guarantee that instructions issued purely by e-mail will be carried out.

15. Exclusion of tax advice

Advice or information provided by BEKB does not relate to the customer's tax situation in general, or any fiscal consequences arising from an investment, product or service. Any liability on the part of BEKB is excluded. The customer undertakes to seek advice in this regard from a tax expert. Nevertheless, tax advice provided by BEKB tax experts on the basis of a separate customer mandate remains reserved.

16. Outsourcing of business areas

BEKB may outsource individual areas of business to third parties. The main business activities which are outsourced are those in the area of electronic data processing, payment transactions and the management of securities. Data is transmitted to third parties within the context of outsourcing. All service providers are bound by confidentiality rules. If a service provider is based outside Switzerland, BEKB only transmits data that does not allow customer to be identified, if such data does not have to be transmitted abroad anyway within the scope of transactions or services with an international dimension. Otherwise BEKB shall notify the customer in advance.

17. Data privacy and banking secrecy

17.1 Data privacy and banking secrecy

BEKB, its bodies, employees and authorised agents are subject to legal and regulatory obligations to maintain confidentiality, in particular the requirements regarding data privacy and banking secrecy.

Further information on data processing principles and the processing of personal data by BEKB is available at bekb.ch and can be obtained from BEKB.

17.2 Transaction- and service-related disclosure of data

BEKB discloses customer data for the following purposes: to fulfil contractual obligations, to comply with official directives and legal or regulatory reporting and disclosure requirements, as well as to protect justified interests. In this respect, the customer releases BEKB from its obligation to maintain confidentiality.

This applies in particular:

- when obtaining information from third parties that is necessary for the purpose of opening and processing the business relationships that have been entered into
- in the event of legal action being taken by the customer against BEKB
- in order to enforce and secure the claims of BEKB and the realisation of collateral supplied by the customer or third parties.
- for the collection of BEKB's claims against the customer
- in accusations against BEKB made in the general domain or to officials in Switzerland and abroad, by the customer
- for the re-establishment of contact in the event of a loss of contact or in the case of dormant assets
- in the event of the customer's death, to the customer's legal and appointed heirs with regard to all documents and information pertaining to the business relationship with BEKB.

BEKB is both entitled and required to disclose information to third parties in Switzerland and abroad that are involved in these transactions and services, provided that disclosure is necessary to execute transactions and to perform services, and if this is the only way that compliance with laws, regulations, contractual provisions and other requirements, business and commercial practices, and compliance standards can be guaranteed. The customer acknowledges that in the case of cross-border transactions and services, the data protection regulations of the relevant country apply and that the recipients of the data are not bound by Swiss banking secrecy or Swiss data protection law. Within the scope of this disclosure, the customer deliberately waives protection of Swiss bank-client confidentiality. BEKB is not obligated to execute transactions and services if the customer does not consent to the necessary data processing or has not granted a necessary release from legal or regulatory obligations to maintain confidentiality. It is not liable for any resultant loss.

The customer also ensures that consent is obtained from the third parties involved in connection with their business relationship, e.g. authorised agents or beneficial owners, and authorises the BEKB to carry out the relevant disclosure on behalf of these third parties.

17.3 Profiling and automated individual decisions

The customer authorises BEKB to store and process customer data and data from third-party sources and to use them to create profiles with technical means. The analysis is used to constantly improve services (e.g. warnings for chargeable withdrawals) and to submit offers that meet customer needs. In addition, BEKB uses this data for market research, marketing, compliance and risk management purposes. In particular, this concerns the following data: master data, financial data (e.g. asset and product information, account and custody account movements and transaction and payment transaction data including all components thereof), and customer needs. Customer profiling can lead to automated individual decisions, e.g. to automated acceptance and execution of customer orders in e-banking. Further information is published at bekb.ch and can be obtained from BEKB.

The customer hereby agrees to the profiling described above and to the performance of automated individual decisions.

18. Handling of conflicts of interest

BEKB takes appropriate organisational precautions to avoid conflicts of interest with its customers with respect to the provision of services. Where this is not possible, it discloses such conflicts of interest to the customers concerned. Further information on the way in which BEKB handles conflicts of interest is published on the website bekb.ch.

19. Termination

19.1 In the absence of any specially agreed conditions for termination, BEKB and the customer are entitled to terminate the business relationship, loan commitments or used loans in full or in part (individual services or credits) with immediate effect at any time. The General Terms and Conditions of Business remain in full force and effect for transactions in settlement. Pending orders do not expire in the event of the customer's death, incapacity or insolvency.

19.2 In the event of full or partial termination of the business relationship or in cases where BEKB can no longer hold individual assets or credit balances in custody for product-specific, regulatory or other reasons, the customer is obligated to inform BEKB as to where their assets and credit balances held with BEKB are to be transferred. In the absence of instructions to this effect from the customer, or if a transfer is not possible for another reason (e.g. invalid or incomplete transfer details), after giving a reasonable period of grace BEKB can physically deliver the assets in discharge of its liability or liquidate them and

send the proceeds as well as any credit balance in the form of a cheque in a currency determined by BEKB, to the last known address of the customer.

20. Recording of telephone calls and video monitoring

20.1 As a rule, recordings are only made in cases where this is stipulated by law or corresponds to standard practice in the sector or for technical requirements (e.g. emergency organisation). In addition, conversations may be recorded for training and quality assurance purposes.

20.2 The customer acknowledges and agrees that BEKB is entitled to monitor the area around the bank's own cash machines and bank premises for security reasons and to use video recording systems for the purpose of gathering evidence of any criminal acts and to keep recordings for a limited period of time.

21. Treatment of Saturdays as public holidays

In business transactions with BEKB, Saturdays are treated in the same way as a national public holiday.

22. Languages

BEKB conducts correspondence with its customers in German and French. If documents are issued in other languages, then the German text is definitive in the event of any contradiction.

23. Amendment to the General Terms and Conditions of Business

BEKB reserves the right to amend the General and /or Special Terms and Conditions of Business on objective grounds at any time. Notice of such amendments shall be made in advance in writing or by other methods. If no objection is made in writing or in another textual form within one month they shall be deemed to have been approved. In the event of a dispute, the customer may terminate the business relationship with immediate effect. Termination or withdrawal periods and Terms and Conditions remain reserved and take priority over the aforementioned time period. In its notification, BEKB draws the customer's attention to the right of termination and the effect of deemed approval.

24. Applicable law and place of jurisdiction

All legal relations with BEKB are governed by Swiss law to the exclusion of any conflicting standards. To the extent permitted by law, the place of performance, place of debt collection (the latter only for customers resident or domiciled abroad) and place of jurisdiction for all proceedings is Bern. However, BEKB shall also be entitled to take action against the customer in the competent court where they are domiciled or in any other competent court.

Special Terms and Conditions of Business

A Terms and Conditions for trading and safe custody accounts

I. General

1. Scope

These Terms and Conditions for trading and safe custody accounts regulate the trading in financial instruments (including precious metals) and the safekeeping and administration of safe custody assets on behalf of customers of BEKB. If special contractual agreements exist, the Terms and Conditions for trading and safe custody accounts apply in addition. In all other respects, the General Terms and Conditions of Business (GTCs) of BEKB apply.

2. Risks involved in securities trading

Trading financial instruments may involve significant risks. Not only can it result in the total loss of an investment, but in certain circumstances it can also entail an obligation for the customer to make additional payments. Before issuing buy or sell orders to BEKB, the customer undertakes to find out about the risks, costs and other terms and conditions relating to the orders. When a safe custody account is opened, the customer receives a copy of the brochure “Risks Involved in Trading Financial Instruments”. They are therefore deemed to have been adequately informed by BEKB of the risks of the individual types of transaction. For further information, the customer can contact their client advisor directly.

The brochure is published at bekb.ch or can be obtained from BEKB.

II. Trading Terms and Conditions

3. Investment services

As a rule, BEKB offers three main services in the investment field:

- With the **execution only** service, the customer waives investment advice and an appropriateness and suitability assessment by BEKB, which means no risk analysis is conducted. BEKB does not check whether the investment decisions made completely independently by the customer correspond with their investment objective and/or personal investment strategy. This also applies if the customer makes use of asset management or investment advisory services for other assets.
- With the **investment advisory** service, BEKB advises the customer on the basis of their expressed needs and investment profile (cf. section 4) and offers the customer appropriate investment proposals. Customers are responsible for making their own investment decisions.

- With the **asset management** service, BEKB manages the customer’s assets at its own discretion within the framework of the compiled investment profile (cf. section 4).

4. Client investment profile

Customers who wish to make use of the investment advisory and asset management services offered by BEKB must state their level of knowledge and experience in investment, their financial situation and investment objectives (this is known as the “investment profile”). In this context, customers must provide accurate, complete and up-to-date information. Customers are required to notify BEKB immediately of any changes that may affect their investment profile. BEKB is entitled to assume that the customer information last provided by the customer is accurate and up-to-date as long as the customer has not provided BEKB with any other information.

5. Transparency and care with regard to customer orders

BEKB executes customer orders with due care and diligence and in the interests of customers in accordance with its Best Execution Policy. This policy summarises the principles which guide the way BEKB executes customer orders.

These are published at bekb.ch and can be obtained from BEKB.

6. Processing, modifying and rejecting customer orders

6.1 Stock market orders are not processed around the clock. They can be delayed, e.g. by technical processing, rules on public holidays, or trading hours or trading days at the stock market concerned.

6.2 The customer acknowledges that a request to change and/or cancel a stock market order can only be carried out if the stock market order has not already been executed in full or in part by the relevant trading partner or system. If the change or cancellation cannot be processed by the trading partner or system in time and BEKB has exercised due care and diligence, it shall be deemed to have been received late by BEKB.

6.3 BEKB may delay the execution of a customer order in order to obtain disclosure consent or background information. If there are indications of market abuse or any other illegal conduct, the customer order will not be executed. If disclosure consent is not granted, the order may not be executed, or may not be executed at the stated place of execution.

6.4 BEKB accepts no liability for late execution of orders or for any loss incurred (in particular price losses) provided it exercised with due care and diligence.

III. Safekeeping

7. Assets held in safe custody

BEKB will accept the following safe custody assets for storage or registration and management:

- a) securities of all types (shares, bonds, funds, money market papers, etc.)
- b) book-entry securities (in accordance with the Law on Book-Entry Securities)
- c) precious metals and coins (claims for delivery, bars and coins in the customary form and quality)
- d) money market and capital market investments which do not take the form of securities or book-entry securities
- e) valuables, mortgage certificates, documents, etc. in sealed deposits (section 4).

BEKB may decline to accept assets for safe custody without stating the reasons. BEKB treats the assets entrusted to it for safe custody with due care and diligence.

8. Form of safekeeping and registration of safe custody assets

8.1 BEKB shall keep the assets entrusted to it for safe custody in its vaults. It is entitled to arrange for deposits to be kept externally in safekeeping with a third party in Switzerland and abroad for the account and at the risk of the customer.

8.2 BEKB is authorised to keep safe custody assets purely by category, to make them available to a third party for safe custody or arrange for them to be held in safekeeping in a collective central deposit. The customer shall have the right to co-ownership proportional to the percentage represented by their deposited securities of the total on collective deposit provided that deposit is in Switzerland.

8.3 Where securities are held in safekeeping abroad, they are subject to the regulations and customary practices applicable at the place of safekeeping. BEKB will apply due diligence in the selection of its places of safekeeping. If it is rendered more difficult or impossible for BEKB to repatriate assets held in safekeeping abroad as a result of foreign laws, BEKB is only obligated to procure a proportional entitlement to repatriation of the assets for the customer at the place of safekeeping providing such a claim is applicable and transferrable.

8.4 Safe custody assets made out in a particular name will normally be registered in the name of the customer. BEKB is authorised but not obligated to carry out the necessary formalities for registration, including the issue of powers of attorney for transfer. In the case of multiple customers, the owners will be registered according to their share of the assets. The right is reserved for customers to issue instructions to the contrary. The customer accepts that this will result in the disclosure of their identity to the issuer and /or the third-party place of safekeeping.

8.5 Securities redeemable by lot may be included in the collective safe custody; drawn lots will be distributed among the depositors by BEKB using a method which guarantees all participants the same chance of consideration in the second draw as well as under the primary draw.

9. Delivery

The customer may request that assets held in safe custody be delivered to them or placed at their disposal. In this context the standard periods and costs for delivery must be observed. The right is reserved to conclude agreements to the contrary and in respect of mandatory statutory provisions. The dispatch and transportation of physical safe custody assets is made at the customer's account and risk. BEKB will conclude insurance and issue value declarations at its discretion.

10. Precious metals and standard coinage

10.1 BEKB holds inventories of precious metals and coins in physical and non-physical form in Switzerland in safe custody in its own name and in safe custody with third parties. The customer shall have the right to co-ownership proportional to the percentage represented by their deposited securities of the total on deposit.

10.2 The customer can request the physical delivery of precious metals based on an existing delivery claim in the safe custody account. They must notify BEKB to this effect in advance. A bullion premium must be paid on delivery.

11. Prices and fees

11.1 The fees payable to BEKB for trading, safekeeping, administration, delivery, and any associated services is based on the currently valid prices and fees. These are published at bekb.ch and can be obtained from BEKB. Fees for safe custody abroad can be charged in addition.

11.2 Section 8 of the General Terms and Conditions of Business applies with regard to changes in prices and fees.

12. Sales commissions

The customer acknowledges and accepts that in connection with the purchase/sale of collective capital investments, insurance policies, etc. (hereinafter referred to as "products"), sales commissions can be paid and non-monetary payments can be made to BEKB by third parties. The amount of such payments is normally dependent upon the product and normally corresponds to a percentage of the volume held by BEKB. BEKB will inform the customer of the bands of sales commissions through an information brochure "Sales commissions and other monetary benefits". This is published at bekb.ch and can be obtained from BEKB.

The customer acknowledged the content of this information brochure and accepts the information brochure that is valid at any given time.

BEKB receives these payments for the services rendered on behalf of the third party such as providing customers with specific information on distributions, splits, etc., fulfilling the duties of due diligence in respect of combating money laundering, etc. as delegated by the third party. BEKB is accordingly entitled to the above-mentioned payments for the services rendered to the third party.

If third-party payments are due to the customer, the customer expressly waives their right to receive such sale commissions in acknowledgement of the calculation values set out in the aforementioned information brochure.

In addition, BEKB shall disclose to the customer on request the amount of the actual sales commissions received for individual products held by the customer. BEKB may charge a cost-covering fee for special expenses.

13. Conflicts of interest in the case of sales commissions and use of in-house investment products

Sales commissions and the use of in-house investment products such as funds may lead to a conflict of interests at BEKB when selecting products compared with products without sales commissions or third-party products. BEKB shall take reasonable precautions in relation to conflicts of interest.

Information on conflicts of interest is published at bekb.ch and can be obtained from BEKB.

14. Conversion of safe custody assets

BEKB is authorised to replace delivered documents with value rights and to list securities and value rights as book-entry assets through credit to a securities custody account. BEKB is additionally authorised to request the print-out and delivery of securities where provision is made for this by the issuer.

15. Administration

15.1 In the absence of any special instructions from the customer, BEKB shall perform the customary administrative services such as collection of dividends, interest and repayments of securities, security swaps etc. in accordance with the information it has at its disposal.

15.2 In the absence of any agreement to the contrary the customer must take all the standard precautions, such as issuing instructions for the exercise or sale of subscription rights, for the exercise of conversion rights, for deposits on non-fully paid-up shares and for conversion for the safekeeping of the rights associated with the deposited assets. If the customer fails to issue prompt instructions to BEKB the latter shall be authorised but not obligated to take action at its own discretion, specifically including the sale of securities.

15.3 BEKB accepts no obligation to inform the customer of any imminent court and insolvency proceedings. It is the responsibility of the customer to assert their rights arising from the safe custody assets in court, insolvency and similar proceedings and to procure the necessary information for this purpose.

16. Reporting, documentation and disclosure obligations in Switzerland and abroad

16.1 BEKB is not obligated to inform the customer of the latter's obligation in respect of reporting, documentation and disclosure to companies, stock markets and government bodies in Switzerland and abroad. The customer is responsible for the fulfilment of these obligations. The customer acknowledges that BEKB only accepts and executes instructions for specific stock exchanges providing the customer expressly releases BEKB from bank-client confidentiality in connection with such instructions in a separate written declaration and authorises it to comply with all the disclosure, reporting and documenting regulations required under the laws or regulatory requirements in the corresponding country. BEKB is entitled to decline all instructions for the corresponding stock exchanges if no such declaration is issued.

16.2 If knowledge of any such reporting, documentation and disclosure regulations is only obtained after a purchase has been made, BEKB is authorised to sell the safe custody assets in question unless it receives prompt authorisation from the customer for reporting, documentation and disclosure.

16.3 The customer acknowledges that when transferring securities to another payment office, BEKB may under certain circumstances have an obligation to disclose the tax relevant data to the successor payment office on the basis of tax agreements.

16.4 The customer acknowledges that the holding of specific securities, particularly in inheritance and gift situations, can have consequences for taxation (e.g. for US securities).

16.5 If legal action is taken against BEKB abroad as the result of a securities position taken by the customer, BEKB is authorised to disclose the identity of the customer to the foreign plaintiff.

17. Voting rights for securities on deposit

BEKB does not exercise voting rights for securities on deposit.

18. Schedule of assets/safe custody statements

BEKB shall provide the customer with a statement of the assets held in safe custody at least once a year. The statement can include other assets not covered by these rules (e.g. life insurance policies, etc.). Book-entry assets are not specially denoted as such. Valuations of the safe custody portfolio are based on prices and price levels taken from customary sources of bank information. BEKB accepts no guarantee that these valuations are correct.

IV. Special provisions for sealed deposits

19. Delivery

19.1 Coins, documents and other valuables shall be kept in a sealed deposit. These are kept in a central place of safekeeping. Accordingly, a request for delivery must be made in advance.

19.2 Objects which cannot be clearly distinguished from other objects of the same type (e.g. gold Vreneli coins) must be kept in sealed deposits if the customer wishes to have the same objects returned to them later.

19.3 Sealed deposits must be sealed in the presence of a representative of BEKB or specially closed in such a way that they cannot be opened without damaging the seal. They must also bear the name and address of the customer on the package and a note as to the contents. An indication of the value of sealed deposits must be given.

20. Contents

Sealed deposits must not contain any hazardous objects or any objects which are not suitable for safekeeping on banking premises. The customer is liable for any loss arising as a result of breach of this provision. BEKB is authorised to inspect the content of the deposits handed to it or to require the customer to give evidence of the contents.

21. Liability

BEKB shall only be liable for loss of /damage to the deposited assets which the customer can prove was caused by BEKB. In this context the liability shall be limited to the proven value, up to a maximum of the declared value. In particular, BEKB accepts no liability for loss caused by accident, in particular acts of God (force majeure) and atmospheric influences. If the customer withdraws the sealed deposit, they must immediately lodge a complaint about any damage to the seal, packaging or contents. Confirmation of receipt from the customer releases BEKB from all liability.

B Terms and Conditions for safe deposit boxes

1. Duty of BEKB to exercise due care; liability

BEKB shall use the same care to secure and lock the safe deposit box installation as it does for the safe custody of its own assets. It shall be liable for loss caused by failure to comply with this due care and diligence. It accepts no further liability. The customer shall be responsible for insuring the contents of the safe deposit box.

2. Rental agreement

Safe deposit boxes are rented for periods of 12 months. If notice of termination of the rental agreement is not given at least 10 days before expiry, it shall be deemed to have been renewed for a further identical period. BEKB shall be entitled to decline

rental applications without stating reasons. The rental agreement shall not be assigned and subletting is prohibited. BEKB is entitled to terminate existing rental agreements at any time with immediate effect without stating reasons. In that case, it shall refund the rental fee for the period commencing on clearance of the box to the customer.

3. Contents of the safe deposit box

Only documents, securities, money, precious metals, art objects, valuables and jewellery or similar may be stored in safe deposit boxes. The storage of hazardous items or items unsuitable for storage in bank buildings is prohibited. The customer shall be liable for all loss caused by failure to comply with this requirement. BEKB shall be entitled to require at all times the renter to prove that the contents of the safe deposit box comply with this requirement. BEKB accepts no liability for the condition of the objects kept in the deposit box. In particular, it declines liability for objects which are perishable or require special supervision or maintenance.

4. Rental charge

The rental charge shall be calculated according to the price scale issued by BEKB and is payable in advance. BEKB shall debit the rental charge directly to an existing account of the customer. If a compartment is used for only part of the agreed period, the renter shall nevertheless be liable for the whole fee, subject to section 2, para. 3. Section 8 of the General Terms and Conditions of Business applies to changes in prices and terms.

5. Rental by more than one person

Safe deposit boxes may also be rented to more than one person. Save where otherwise agreed in writing with BEKB, each renter shall be individually entitled to open the box and freely dispose of its contents.

6. Key and access cards/liability

6.1 The safe deposit box shall be opened by the customer by means of one of the two customer keys handed over to them and the access card if necessary. The copying of keys is prohibited. The renter is required to keep the keys and any access card issued to them carefully. In the event of loss of one or both keys, or the access card they shall notify BEKB immediately.

6.2 The renter is responsible for loss caused by misuse of their key or of the access card until BEKB has been notified. If BEKB has to change the lock or the box and keys because the renter has lost them or failed to keep them in a safe place, the renter must reimburse BEKB for all costs (incl. the administrative surcharge).

7. Access to the safe deposit box and authorization

Access to the safe deposit box shall be granted to the renter or the authorised agent during normal bank opening hours on presentation of the key and an official identity document or after signing for verification purposes. The access card is the legitimate means of authorisation for safe deposit installations with access control by card reader. BEKB shall be entitled, but not obligated, to make a further verification of authorisation.

8. Termination of the rental

On termination of the rental agreement, the customer shall immediately clear the safe deposit box and return the two keys, together with the access card where applicable, to BEKB in undamaged condition. If the renter fails to comply with this obligation, despite a request to do so made by registered letter by BEKB, the latter shall be entitled to have the compartment opened in the presence of two witnesses at the expense of the renter. BEKB may use the contents of the box, without any obligation to take legal proceedings to that effect, to cover any rental charges and other claims outstanding to it and shall deposit the remaining objects at the cost of the renter at BEKB itself or with an official body.

C Terms and Conditions applying to mortgage lending

These terms and conditions apply to all loans (lending, mortgages, credit limits, etc.) made available by BEKB with a mortgage guarantee. The right is reserved to conclude special agreements with the borrower.

1. Interest payment, redemption and repayment

Interest is to be paid and repayments made on the advance from the date on which it is made available, on the agreed payment dates within the terms set by BEKB and in adherence with the agreed period of notice or after expiry of the contract. Due interest and commissions are to be paid at the highest agreed rate for interest on capital, at a minimum of 5%.

2. Interest rate

BEKB reserves the right to change its interest rate at any time. The right is reserved to conclude differing contractual agreements.

3. Debiting of interest and redemption payments

To make the necessary funds available for interest and redemption payments, the borrower normally maintains an account with BEKB against which the necessary debits are charged on the due date. Until the debited amount has been covered, the existing mortgage right is preserved in full for BEKB.

4. Availability of the advance

The advance only becomes available after the formalities of the transaction have been completed, in particular after the necessary deeds have been signed and the mortgage rights or delivery obligation has been set up.

5. Costs of setting up the mortgage

The costs for the setting up, transfer and amendment of mortgage rights, fees, expenses and other disbursements incurred in connection with this shall be borne by the borrower.

6. Scope of the mortgage liability

BEKB may lay claim to an available mortgage sum on a mortgage right which has not been taken up in full at any time for any existing or future claims.

7. Disclosure obligation

In order to assess the borrower's creditworthiness all standard banking information must be disclosed and all documents be submitted to BEKB on request (e.g. list of assets and income, tax statements, extracts from debt collection registers, balance sheet, income statement, report by the auditors and notes). BEKB is authorised to ascertain the value and condition of the property on which the mortgage has been granted at any time.

8. Rental income

In the absence of any agreement to the contrary any rental income derived from the property mortgaged with BEKB must be forwarded to an account with BEKB and a detailed list of rental income must be provided periodically.

9. Insurance obligation

Buildings, apartment units and annexes shall be adequately insured against fire and storm damage. Adequate insurance protection must be maintained at all times and proof of the insurance submitted to BEKB on request.

10. Safeguarding the value of the mortgage property

The borrower is required to maintain the mortgage property in perfect condition. In the case of apartment properties, provision must be made for maintenance together with the other co-owners, including maintenance of communal property. Changes which reduce the value, removal of ancillary parts or demolitions shall only be carried out with the consent of BEKB.

11. Special termination

11.1 By the customer

Loans granted with a fixed term and fixed rate of interest cannot in principle be terminated prior to the expiry date. In exceptional cases BEKB can approve a corresponding request from the customer for premature termination. The right is reserved to levy an early redemption charge in accordance with section 12.

11.2 By BEKB

BEKB or any assignment creditor can issue special termination of a loan at any time with immediate effect, i.e. without adherence to the period of notice, if:

- the customer is more than 30 days in arrears with the payment of due interest or redemption payments
- the customer is no longer able to meet other commitments to BEKB or to any assignment creditors
- the mortgaged property is insufficiently insured
- the mortgaged property has significantly reduced in value or been neglected
- according to an assessment based on standard banking practice, there is no longer sufficient collateral available
- the mortgaged property becomes the subject of enforced sale or, subject to an agreement to the contrary with the customer, is sold
- compulsory execution or restructuring measures such as assignment, bankruptcy, stay of bankruptcy, composition proceedings, composition agreement or attachment are initiated against the borrower or owner of the mortgaged property
- in the case of apartment property ownership, the obligations arising from the regulations governing the management and use of the property are not met, or if the apartment ownership is dissolved.

The right to immediate termination of the agreement also applies to advances with a fixed term and fixed interest rate, wherein the borrower must pay BEKB an early redemption penalty in accordance with section 12 below.

12. Early redemption penalty

If advances become due before expiry of the agreed fixed term as the result of special termination in accordance with section 11 above, or by mutual agreement between the borrower and BEKB, the borrower must pay BEKB an early redemption penalty which comprises a penalty to compensate for the time and money expended on the premature termination and the difference between the agreed rate of interest on the loan and the rate of interest for an investment corresponding to the remaining term, either in the money or capital market, that can be achieved on the date of the premature repayment; it is calculated as a percentage of the debt capital on a pro rata temporis basis for the remaining term of the fixed interest period.

In the case of an immediate termination of contract in accordance with section 11 above the borrower is not entitled to any compensation.

D Conditions for the use of the Maestro card and the customer card

1. General

The customer can submit an application to BEKB for the issue of a customer card or Maestro card with a personal identification number (PIN). The card remains the property of BEKB and may be recalled by the latter at any time. It relates to a specific account but can also be authorised for additional accounts.

2. Authorised cardholders

Authorised cardholders can be the account holder or persons authorised to use the account. A card is issued in the name of the authorised cardholder.

3. PIN (Personal Identification Number)

In addition to a customer card or a Maestro card the authorised cardholder(s) will be sent a PIN by separate post. This is a 6-figure secret number, selected at random by computer, specific to the individual card and not known either by BEKB or third parties. It is recommended that the authorised cardholder(s) change this PIN at a designated cash machine (ATMs) (section 9.4 applies in this respect). There is no limit to the number of times that a PIN can be changed.

4. Limits

BEKB defines limits for each card and notifies the authorised cardholder(s) in the appropriate manner. BEKB may lower the card limit at any time and without stating reasons. The authorised cardholder(s) can request that BEKB adjust the card limit. It is the responsibility of account holders and authorised agents to inform each other about card limits if necessary.

5. Fee

BEKB can charge the account holder(s) fees for the issue of a customer card or a Maestro card, as well as for the processing of transactions conducted with the card. These fees will be debited from the account for which the card has been issued. Transactions in currencies other than the account currency will be converted by BEKB in accordance with the stipulated conditions. Section 8 of the General Terms and Conditions of Business applies in respect of changes to terms and prices.

6. Types of use (functions)

6.1 A Maestro card can be used at cash machines (ATMs) as follows:

- for cash withdrawals and deposits
- to access specific account information
- for the payment of goods and services at correspondingly designated ATMs in Switzerland and abroad or with correspondingly designated providers.

It also serves as a means of authentication for the BEKB Service Portal and can therefore be used for all functions of the BEKB Service Portal. The General Terms of Use of the BEKB Service Portal apply.

6.2 In order to prevent misuse of card data (skimming) BEKB can restrict the territory within which the Maestro card can be used (e.g. to Europe). It will notify the customer of this in the appropriate form. The customer can apply at any time to have blocked destinations temporarily lifted.

6.3 A BEKB customer card can be used to withdraw cash and access specific account information at BEKB ATMs and as a CHF deposit card at correspondingly designated BEKB ATMs.

6.4 The deposit amount acknowledged by the ATM and confirmed to the ATM by the authorised cardholder will be credited to the customer account, whereby the value date shall be the date of the deposit.

7. Coverage obligation, transaction receipts and debit advices

7.1 A card may only be used for withdrawal or payment transactions providing there are sufficient funds in the account being debited (credit balance or credit limit). BEKB is authorised to decline transactions if there are insufficient funds in the account.

7.2 The withdrawal confirmation slips issued on request by the ATM count as debit advices. When paying for goods and services the cardholder is normally given a transaction receipt automatically or on request. Consequently, BEKB does not issue any debit advices.

8. Debiting and crediting by BEKB

BEKB is entitled to debit the account for all amounts resulting from the use of a card.

BEKB's right to debit remains in force without restriction in the event of disputes between the cardholder and third parties. The deposit amount acknowledged by the BEKB ATM and confirmed by the person making the deposit is automatically credited to the account.

9. Duty of care on the part of the authorised cardholder

9.1 On receipt of a card the authorised cardholder must sign it immediately in the space provided.

9.2 Card and PIN must be stored carefully and kept separate

9.3 The PIN is to be kept secret and must on no account be revealed to other persons by the authorised cardholder. In particular, the PIN should not be written on the card or otherwise noted down, even in modified form, nor stored together with the card. **Always keep the keypad covered when entering your PIN.**

9.4 A PIN changed by the authorised cardholder should not comprise easily determined numerical combinations (such as sequences of numbers, telephone number, date of birth, vehicle registration number, etc.).

9.5 The cardholder may not pass their card to third parties or allow third parties access to the card.

9.6 BEKB must be informed immediately of the loss of a card or a PIN or if a card is left in a machine (see also sections 12 and 14).

9.7 The account holder is obligated to check the corresponding account statements immediately, no later however than 30 days after receipt (in physical or electronic form) and to notify BEKB immediately of any discrepancies, in particular debits arising from misuse of the card. The claim form must be completed, signed and returned to BEKB within 10 days following receipt of the form.

9.8 In the case of criminal actions the cardholder must submit a report to the police. They must assist in the investigation of a claim to the best of their knowledge and in order to reduce the resultant loss.

10. Monitoring

BEKB is entitled but not obligated, for security reasons and for the purpose of gathering evidence of any criminal acts, to electronically monitor the area around the bank's own ATMs, to make video recordings and to keep such recordings for an appropriate period of time.

11. Authentication and risk assumption

Anyone who identifies themselves when using a card

- by entering a PIN in a device equipped for this purpose
- without entering a PIN, e.g. in the case of contactless payments in car parks, motorway toll booths
- by signing a transaction receipt, is deemed to be authorised to carry out the corresponding transaction; the same also applies if this person is not the authorised cardholder. BEKB is accordingly authorised to debit the account with the amount of the transaction executed and recorded in this way, to provide information and to execute orders.

12. Assumption of loss in the absence of fault

12.1 Subject to the authorised cardholder having complied with the conditions for the use of a card in every respect (in particular the duty of care in accordance with section 9) and providing they are not at fault in any other way, BEKB will assume the loss which the account holder incurs as the result of misuse of a card by third parties. The authorised cardholders and their spouses, registered partners and persons living in the same household will not be considered “third parties”. The loss also includes losses due to counterfeiting or forgery of the card.

12.2 Losses which are to be covered by an insurance policy, as well as any consequential losses of any nature whatsoever, will not be met. By accepting the compensation, the cardholder assigns their claims arising from the case to BEKB.

13. Exclusion of liability for ATM enquiries, technical malfunctions and operational breakdowns

13.1 BEKB gives no guarantee about the accuracy and completeness of information and details which can be accessed via ATMs or the Service Portal. In particular, details of accounts (balances, statements, transactions, etc.) are deemed to be provisional and non-binding. Equally, no information issued by BEKB is ever deemed to represent a binding offer.

13.2 Technical malfunctions and operational breakdowns which prevent a card being used do not entitle the authorised cardholder to any claims for damages.

14. Blocking

BEKB is entitled to block a card at any time, without prior notice to the authorised cardholder and without providing reasons. BEKB blocks a card at the request of the authorised cardholder if they report the loss of the card and /or the PIN, if a power of attorney is cancelled or if the card or associated account is cancelled. During business hours, notice to block a card must be sent to BEKB. Outside business hours, a blocking instruction must be sent to the Bank Card Centre and then reported immediately to BEKB.

BEKB is entitled to debit the account for the use of a card before the blocking has taken effect within the normal period of business. As a rule, a blocked card will be withdrawn. However, the blocking can be lifted with the consent of the authorised cardholder. The account can be debited for the costs associated with the blocking.

15. Period of validity and card renewal

15.1 A customer card can in principle be used without restriction in the case of proper business processing.

15.2 A Maestro card is valid up to expiry of the date printed on the card. Subject to the normal processing of business and in the absence of the express decision by the authorised cardholder to the contrary, the Maestro card will be automatically replaced with a new Maestro card prior to expiry of the date printed on the card.

16. Cancellation

A card can be cancelled at any time and without providing reasons. The withdrawal of an authorisation in favour of an authorised cardholder by the customer has the same effect as termination. Once notice of termination has been issued the card must be returned immediately and automatically to BEKB. No claim can be made for any refund of the annual fee as a result of the premature confiscation or return of a Maestro card. Even if a card has been cancelled, BEKB remains entitled to debit the account for all amounts which are attributable to use of the card before the effective return of the card.

E Use of e-banking services

1. General Terms and Conditions, and scope

1.1 These Terms and Conditions apply to all BEKB e-banking services. The relevant terms of use also apply to individual e-banking services where such terms of use exist. The General Terms and Conditions of Business apply in all other respects, unless these Terms and Conditions and any relevant terms of use provide otherwise.

1.2 The e-banking services cover all services which involve bank services being accessed through the use of electronic devices (computers, smartphones, tablets, etc.) The e-banking services enable customers to bank and communicate with BEKB electronically.

2. Conditions of power of attorney

2.1 The customer undertakes to make their authorised agent aware of due care and diligence and other requirements in connection with e-banking services and to ensure that they comply with all obligations. **The customer shall be liable to BEKB for the failure of the authorised agent to comply with these requirements.**

2.2 **Within the scope of the power of attorney, the authorised agent may also dispose of the customer’s assets via e-banking services.** For written cancellation, section 1.2 of the General Terms and Conditions of Business applies.

3. Access to e-banking services and authentication

3.1 Access to the e-banking services is provided for the customer or their authorised agent (hereinafter collectively referred to as the “user”) once they have identified themselves via an identification procedure supplied by BEKB.

3.2 Anyone who has identified themselves via the identification procedure shall be regarded by BEKB as authorised to use e-banking services. BEKB may allow the user to view and have the account at their disposal, issue instructions and orders and receive legally binding notifications within the framework and scope of the contractual agreement without further verification, provided it exercises customary due care. This also applies if the person authorised via the identification procedure is not actually the authorised person.

3.3 The user unreservedly acknowledges all transactions carried out using their means of identification, provided that BEKB exercised customary due care in conducting the identification checks. Instructions, orders and notices which reach BEKB by this means shall be considered as having been issued and authorised by the user.

3.4 BEKB is entitled, at any time, in particular in the case of reasonable doubt and on security grounds, to refrain from executing orders and to insist on the user identifying themselves in a different way (e.g. by attendance in person). BEKB reserves the right to demand a transaction confirmation from the user for orders issued electronically. **If the transaction is not confirmed or is aborted, the order is deemed not to have been issued. BEKB is not obligated to execute it.**

3.5 BEKB is authorised to terminate or block the user's access to individual services or all e-banking services at any time, without stating reasons and without prior notice. This applies in particular in the event of suspected misuse, imminent risk or for regulatory reasons, as well as in the event of security risks and maintenance work as described in section 6.2.

4. User's due care obligations

4.1 Password and other means of identification

- a) The user must change the first password sent to them by BEKB immediately on receipt and subsequently change the password on a regular basis. The user is obligated to keep the password and other means of identification secret and to protect them against improper use by third parties. The password may not be noted together with other means of identification in unprotected form on devices or elsewhere. The password must not consist of easily discernible combinations of letters or sequences of numbers, phone numbers, dates of birth, vehicle registration numbers, etc.
- b) The password and other means of identification are personal to users and may not be disclosed to third parties or made available by any other means. BEKB will never ask the user to disclose their password or other means of identification outside of the usual identification procedure, in particular not by email.

4.2 Protective measures on user's terminal devices

The user undertakes to protect their devices from unauthorised access using appropriate measures, and not to leave them unattended. The operating system and browser in particular must be up to date. Security updates from the manufacturer must be installed immediately. The user must ensure appropriate and up-to-date anti-virus protection. The e-banking software (e.g. BEKB app, SmartLogin etc.) should only be obtained from a trusted source, such as Apple Store or Google Play.

It is the user's responsibility to take the necessary security precautions and measures in line with the latest technology.

4.3 Notification and blocking

If there is a reason on the part of the user to fear that third parties have gained access to their means of identification or their device, or their security settings have been manipulated, the user must notify BEKB immediately and block access to the relevant e-banking services or have it blocked. The corresponding contact details can be found at bekb.ch or in the relevant electronic channel.

4.4 Obligation to check data entries and account statements

The user must check that the data entered is complete and accurate when issuing orders. If the user notices that the order has not been issued or executed correctly, they are obligated to notify BEKB immediately.

4.5 Consequences of failure to comply with due care obligations. The customer bears all risks and consequences resulting from a failure to comply with these due care obligations, provided that BEKB exercised customary due care in terms of checking and risk management.

5. Stock market orders (execution only)

5.1 Stock market orders issued using e-banking services are deemed to be execution-only orders (section 3 of the Terms and Conditions of trading and safe custody accounts). Stock market orders are not processed around the clock. These can be delayed, e.g. by technical processing, rules on public holidays, or trading hours or trading days at the stock market concerned.

5.2 The user acknowledges that a request to change and/or cancel a stock market order can only be carried out if the stock market order has not already been executed in full or in part by the relevant trading partner or system. **If the change or cancellation cannot be processed by the trading partner or system in time and BEKB has exercised customary due care, it shall be deemed to have been received late by BEKB.**

5.3 BEKB accepts no liability for late execution of orders or for any loss incurred (in particular price losses) providing it acted with the customary due care.

6. Liability of BEKB

6.1 Transmitted data

BEKB shall exercise customary due care in the display and transmission of data, information, messages, etc. transmitted by it within the scope of the relevant e-banking service. BEKB excludes all further warranty and liability for the correctness, completeness and timeliness of data. In particular, information on accounts and custody accounts (balances, movements, etc.) as well as generally accessible information, such as stock market prices and currency exchange rates, are provisional and not binding. The transmitted data does not constitute a binding offer, unless specifically identified as such.

6.2 Access to e-banking services

- a) BEKB cannot guarantee error-free and uninterrupted access to e-banking services at all times. If security risks are identified, BEKB reserves the right to suspend the services at any time until the risks have been eliminated. BEKB accepts no liability for any loss incurred by this interruption. Similarly, BEKB is entitled to suspend e-banking services for maintenance work. The customer shall bear any loss arising from these faults, interruptions or suspension in accordance with section 3.5, unless BEKB is in breach of the customary due care obligation.
- b) If technical access is provided to services of third-party suppliers, BEKB is only liable if it has breached its customary due care obligation in terms of checking and risk management.

6.3 Use of the Internet and public and private data transmission networks

- a) The public and private data transmission networks used to exchange information and data, and the user's device are part of the overall system which is outside of BEKB's control. They may cause vulnerability in the system. In particular, they may be subject to unauthorised access, or transmission errors, delays and system interruptions (e.g. information transmitted by BEKB via email or SMS may be forwarded to the wrong address or delayed). The customer is not entitled to make any claims against BEKB based on this.
- b) Although encrypted procedures with a high security standard are applied, absolute security cannot be guaranteed. BEKB accepts no liability for any loss resulting from use of the Internet and public and private data transmission networks unless BEKB is in breach of the customary due care obligation. Liability is also excluded for failures of the Internet and of public and private data transmission networks of all types (e.g. service interruption, malfunction, viruses, harmful components, etc.), misuse by third parties and loss of programs or other data in information systems.

6.4 Scope of liability

- a) In the areas in which BEKB is responsible for ensuring the provision of its services with customary due care, it is generally only liable for the direct and immediate loss suffered by the user. Liability for indirect or consequential loss or damage is excluded.
- b) If neither BEKB nor the user is in breach of due care obligations, the loss shall be borne by the party in whose sphere of influence the loss event occurred.

7. Data privacy and banking secrecy

7.1 Due to the encryption used for e-banking services, it is generally impossible for unauthorised parties to view confidential user data. However, unauthorised access cannot be completely excluded.

7.2 In the case of data transmission via an open network that anyone can access (e.g. Internet or mobile phone networks), data may be transmitted unchecked across borders, even if both the sender and recipient are located in Switzerland.

Data and information which users transmit outside of the designated channels for the relevant e-banking service (e.g. by email or SMS) are generally transmitted in unencrypted form, which is why banking secrecy and data privacy cannot be guaranteed. Even in the case of encrypted transmission, the identities of the sender and recipient remain unencrypted. It may therefore be possible for a third party (e.g. Internet provider) to conclude that a banking relationship exists.

7.3 Internet service providers and other providers of telecoms services have the technical ability to compile traffic profiles on usage and to track when the user contacted whom. The Terms and Conditions of business and data privacy policies of platform providers which the user has accepted must be distinguished from the legal terms of BEKB. These are independent companies. BEKB has no influence on the structure of their Terms and Conditions. **It is the user's responsibility to ensure that their device settings meet their protection needs.**

8. Electronic transmission of correspondence

8.1 By using e-banking services and without further instruction, the customer authorises BEKB to send bank advices, such as account and custody account statements, credit and debit advices, confirmations or certificates, credit card bills, invoices, notifications related to capital transactions, and other advices (hereinafter referred to collectively as "**documents**") in electronic form via the relevant e-banking service channel. Documents can be delivered by post or postal delivery requested by the customer at any time. If documents are additionally sent at the customer's request, the relevant fee will be charged.

8.2 The customer expressly acknowledges that by sending the bank advices in electronic form, BEKB has fulfilled its disclosure and accountability obligations.

A document is deemed to have been duly received at the time of electronic retrieval. The checking obligations in accordance with section 10 of the General Terms and Conditions of Business apply.

8.3 The customer bears the responsibility for collecting the documents. They are also responsible for ensuring the recording and appropriate storage or retention of documents sent electronically within the scope of the applicable legal requirements. The documents can subsequently be ordered from BEKB in paper form. The relevant fees will be charged.

8.4 BEKB cannot guarantee that bank documents which are provided electronically can be used as evidence in dealings with authorities in Switzerland and abroad. BEKB reminds customers that a competent authority can request that hard copies of bank documents be submitted at any time.

F Provisions in respect of payment transactions

1. Scope

1.1 The following Terms and Conditions apply to the execution and receipt of domestic and cross-border credit transfers (hereafter referred to as “payment orders”) in all currencies via BEKB, irrespective of which payment transaction product is processed.

1.2 These provisions for payment transactions do not apply to transactions which are processed via credit, debit or customer cards, or in the form of direct debits.

2. Basic details on the payment order

The customer must provide BEKB with the following details for the execution of a payment order and is responsible for their correctness:

- IBAN (International Bank Account Number) or account number of the account to be debited
- surname and first name or company name, as well as the customer’s full address
- amount to be transferred and currency
- IBAN or account number of the payee
- payee’s surname and first name or company name and full address
- clear identification of the payee’s financial institution (BIC, clearing number or name and address of the financial institution)
- requested execution date
- date and signature for payment orders in writing. The provisions of the electronic service apply to electronic payment orders.

For cross-border payments or domestic payments in foreign currencies, the fee arrangement must be selected (“shared expenses (SHA)” or “payer pays fees (OUR)” or “payee pays fees (BEN)”). If this information is missing, the fees are shared between the payer and payee. If necessary, the country-specific information should be completed.

3. Conditions for processing of a payment order

3.1 As a rule, the payment order will only be processed if the payment order contains the essential details and these match the information held by BEKB.

3.2 When using an IBAN, the customer, both as payer and payee, agrees that the payment order is to be processed solely on the basis of the IBAN. There is normally no reconciliation check of the payee’s name and address. However, BEKB reserves the right, at its discretion, to carry out this reconciliation check and to reject the payment order in the event of inconsistencies in the main points of the information. The payee’s financial institution can reserve the same right. If a payment order is rejected, BEKB is entitled to inform the payer’s financial institution of the inconsistencies.

3.3 BEKB is entitled but not obligated to execute the payment order despite incorrect or missing details, if these can be unequivocally corrected and/or added by BEKB.

3.4 The customer must have sufficient freely available cleared funds in the account to be debited when the payment order is executed, or an available credit limit at least in the amount of the payment order to be executed. BEKB has the discretion to decide whether it wishes to execute a payment order despite the fact that the account has insufficient funds or an insufficient credit limit.

3.5 If the customer issues multiple orders the total sum of which exceeds the available funds or credit limit granted to the customer, BEKB can decide at its discretion which orders to execute, without regard to the date or chronological order they were received.

3.6 Once the payment order has been executed the customer’s designated account will be debited on the execution date.

3.7 The customer acknowledges that any change or revocation of a payment order can only be carried out if the payment has not yet been entered in the account.

3.8 BEKB reserves the right not to credit payment orders in CHF or foreign currencies that are linked to a cover payment (purchase of the relevant currency by another financial institution) until it receives final confirmation of receipt of cover from the correspondent bank. However, if BEKB credits the incoming payments to the account immediately, it reserves the right to debit the account again at any time if the cover is not received from the correspondent banks.

4. Transfer via the SEPA standard

To enable a payment order to be processed via the SEPA standard (domestic and cross-border payment in euros within the framework of the SEPA payment transaction standard [Single Euro Payment Area]) the following is required:

- the payment order must be denominated in euros,
- the payment order must contain the BIC of the payee's financial institution and the IBAN of the payee's account to be credited
- the "shared expenses" option (SHA) must be selected for the expenses.

Further information for transfers via the SEPA payment standard can be found in the corresponding fact sheet which is available from BEKB or can be downloaded from the Internet.

5. Collective order

In the case of collective orders, all the requirements must be met in accordance with sections 2 and 3 above for each individual payment order. Otherwise BEKB may reject the entire collective order without processing it.

6. Rejection of an outgoing or incoming payment (breach of the legal regulations and the bank's own internal regulations)

6.1 If one or more of the requirements for the execution of a payment order are not met and if details are not corrected or added by BEKB, BEKB will not execute the payment order. The payment order can also be rejected by another party involved in the transfer. If the transfer amount has already been debited BEKB will recredit the returned amount, with receipt of the funds at BEKB as the value date.

6.2 If BEKB is in a position to resolve the reason for the rejection of an outgoing payment order, it shall be entitled but not obligated to re-execute the payment order without consulting the payer.

6.3 Incoming payments with insufficient details in the order will normally be returned to the payer's financial institution after deduction of costs. In connection with the return of a credit, BEKB shall be entitled to inform all the parties involved in the transaction (incl. the principal) of the reason why the amount has not been credited (e.g. "account closed"). This does not exclude the possibility of any conclusions being drawn by third parties regarding the customer's bank affiliation.

6.4 BEKB is not obligated to execute outgoing payments or process incoming payments which are in breach of applicable law, regulatory provisions, national or international sanctions or decrees issued by the relevant authorities, or which otherwise do not comply with internal or external codes of conduct. Moreover, BEKB may refuse to execute payments that it suspects are associated with grandparent scams, advance-fee scams or similar. It shall notify the customer of this immediately.

BEKB shall not be liable for any delays, which have arisen as a result of the need for clarification, unless it has been in breach of the customary due care obligation.

7. Credit and debit date

7.1 If the credit or debit date falls on a Saturday, Sunday or (bank) public holiday, BEKB shall be entitled to carry out the credit or debit on the next bank working day.

7.2 The customer acknowledges that credits to the payee can also be delayed as a result of foreign regulations regarding bank working days and (bank) public holidays.

8. Credit and debit advices

Credit and debit advices will normally be made available to the customer within no more than one month, subject to any special agreements regarding the time of delivery as well as the form and type of advices.

9. Currency conversion/exchange risk

9.1 Credits in a foreign currency are fundamentally applied to the account stated on the payment order, regardless of the currency of the account or of the incoming amount. The current exchange rate (offer/bid) on the date the order is processed will apply for the conversion of the amount to or from the currency of the account.

9.2 Any exchange risks (e.g. if the amount is re-credited after having been rejected) shall be borne by the customer.

10. Right of BEKB to reclaim a credit

Regardless of whether an account has since been closed, once a payment has been credited BEKB is entitled to debit the credited amount, plus interest from the date credited, to the customer's account, or to claim this back by other means if it subsequently emerges that the amount was credited in error (e.g. double payment) or otherwise incorrectly. BEKB will immediately inform the customer of any such debit.

11. Country and currency-specific special conditions

11.1 Country or currency-specific special conditions (legal or regulatory restrictions, political unrest, natural disasters, etc.) which are outside BEKB's control, can lead to delays or the non-execution of outgoing or incoming payments. BEKB shall not be liable for corresponding blocking, delays or non-execution of payment orders or for the resultant loss.

11.2 BEKB reserves the right to suspend the execution of payment transactions to certain countries or for certain currencies, in whole or in part. The customer will be informed in the appropriate manner about any such restrictions or suspensions. The customer must comply with the regulations and special conditions for payment transactions from and to the corresponding countries.

12. Prices

12.1 BEKB is entitled to charge the customer a fee, both for the processing of payment orders as well as for any associated additional services (e.g. for reproducing data or labour costs incurred as a result of special client instructions), as well as for currency conversions.

12.2 The fees to be paid by the customer can also include costs which are billed by BEKB for its involvement in the processing of a payment transaction.

12.3 Section 8 of the General Terms and Conditions of Business applies for prices, terms and conditions.

13. Cut-off times

The customer will be notified of the cut-off times in the appropriate manner. If the customer submits a payment order after the cut-off time, the payment can normally not be executed until the next bank working day.

14. Data protection and banking secrecy

14.1 The customer agrees that in the course of processing transactions in any currency, their data, in particular their name, address and account number/IBAN (International Bank Account Number) can be disclosed to the participating financial institutions (in particular domestic and foreign correspondent banks of BEKB), system operators such as SIC (Swiss Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication) and to payees in Switzerland and abroad, and that for their part all parties mentioned above may transmit the said data to third parties in other countries for processing or data backup.

14.2 Furthermore, the customer acknowledges that the data transmitted abroad is no longer protected by Swiss law but is instead subject to the corresponding foreign law and that the foreign laws and official decrees can require that this data be forwarded to the authorities or other third parties.

Regulations on the Savings 3 Foundation of the Berner Kantonalbank AG

Based on Art. 82 BVG (Swiss Occupational Pensions Act), the Savings 3 Foundation of the Berner Kantonalbank AG, hereinafter referred to as the « Foundation », accepts payments into retirement savings accounts which are exclusively and irrevocably designed to provide such benefits, in accordance with the following provisions:

All references to persons cover persons of both sexes. To the extent that this is prescribed by law, registered partners are treated as equivalent to spouses.

1. Purpose

The Foundation's statutory purpose is to accept pension capital within the meaning of Art. 82 BVG and to arrange for the most advantageous investment and management thereof. For this purpose, it is supported primarily by the services of its founder and if applicable also by other organizations or institutions affiliated to the latter.

2. Benefits agreement

The Foundation enters into one or multiple benefits agreements with the individual private beneficiaries on the basis of these Regulations and the relevant statutory and legal regulations. The beneficiary himself/herself determines the rate of financing and the size of the individual payments into the account. The beneficiary may enter into multiple benefits agreements with the Foundation, whereby the total amount of capital invested annually may not exceed the maximum amount that may be paid in. Credit balances resulting from one benefits agreement, consisting of the retirement savings account and any associated retirement securities deposit accounts, may not be split.

3. Forms of benefits schemes and investment policy

Within the scope of the statutory provisions, beneficiaries can select the following products:

- a) Retirement savings account (section 4)
- b) Retirement securities deposit account, securities-based savings (section 5)
- c) Supplementing the benefits agreement with risk insurance (section 6)

The pension assets will be invested by the Foundation on behalf of the individual beneficiary and according to his/her instructions, taking into consideration the BVV2 investment guidelines. The retirement savings account and retirement securities deposit account are managed in accordance with the contract documents for business relations with Berner Kantonalbank AG.

4. Retirement savings accounts

Every benefits agreement is based on the accumulation of savings capital in individual retirement savings accounts which the Foundation opens with the Berner Kantonalbank AG, hereinafter referred to as « BEKB », on behalf of and in the name of the beneficiary. The credit balance on the retirement savings account is deemed to be the savings deposit (Art. 5 BVV 3). The corresponding credit balances bear interest at a rate corresponding at least to the interest rate paid out under standard savings accounts of the BEKB. The relevant interest rate is advertised in branches and on the internet (www.bekb.ch). The account(s) is/are managed by BEKB.

5. Retirement securities deposit account, securities-based savings

5.1 Beneficiaries have the option of investing a portion or all of their pension assets in securities. The investment opportunities are based on the legal provisions and the decisions of the Foundation Council. The selected investments and the proceeds they generate form part of the tied pension capital.

5.2 Beneficiaries select an investment that matches their risk tolerance and risk appetite. They are required to disclose all information in this regard truthfully. Beneficiaries will be informed about the opportunities and risks associated with the investments. They should be aware that in certain circumstances, i.e. depending on the selected product and share of the securities deposit account, they act against the recommended investment strategy. With regard to those shares of the pension assets that are invested in securities, there is no entitlement either to a minimum return or to the maintenance of capital value. The investment risk is borne by the beneficiary.

5.3 Extension of investment opportunities in accordance with Art. 50 para. 4 BVV 2

To extend the permitted investments, beneficiaries can invest a portion of their pension assets in a growth-oriented investment vehicle in accordance with Art. 50 para. 4 BVV2. The Foundation only recommends this investment for beneficiaries with high risk tolerance.

5.4 Extended investments permitted

The investment goal of the growth-oriented investment is real preservation and long-term increase of capital, primarily through investment in securities. In addition to the investments and limits set out in the provisions of BVV2, a maximum of 100% is invested directly or indirectly in securities in domestic or foreign currency worldwide.

5.5 Non-compliance with investment guidelines

If the investment guidelines are exceeded, the Foundation management is authorised to make the necessary adjustments to the beneficiary's portfolio.

5.6 Beneficiaries domiciled outside Switzerland and US persons

Some investments may not be available to beneficiaries who are resident outside Switzerland. Beneficiaries who are deemed to be US persons (citizens or residents of the United States or persons with a tax liability in the US), are not permitted to invest in securities. If the Foundation discovers that beneficiaries who are US persons have invested in securities, it will ask them to sell the securities within 30 days. If the sale is not carried out in due time, the Foundation will issue the sale order and credit the amount to the retirement savings account.

6. Risk insurance

If the beneficiary wishes to supplement his/her personal Savings 3 benefits by taking out a risk insurance policy, he/ she may instruct the Foundation to conclude a corresponding insurance with a licensed Swiss insurance company in his/her favour. The Foundation shall pay the relevant premiums directly to the insurance company by debiting the corresponding sums from the account of the beneficiary; any repayments or surplus shares shall in turn be credited to the retirement savings account.

7. Management by BEKB and data exchange

The Foundation Council entrusts management of the Foundation to BEKB. The authorised signatories of BEKB are empowered to act on behalf of the Foundation and, in particular, to enter into benefits agreements and conduct all resultant legal transactions between the Foundation and the beneficiary. The Foundation Council may revoke or amend this power of attorney at any time. BEKB shall report to the Foundation Council on the management at the end of each financial year. The financial year corresponds to the calendar year. The Foundation Council is authorised to delegate responsibility for investments (including advising on and clarifying the beneficiary's risk tolerance and risk appetite) in full or in part to BEKB or third parties. The beneficiary is aware and consents to his/her data, such as personal details, account number, orders etc. being stored and processed by BEKB and third parties within the scope of business management and delegation of tasks.

8. Statement of assets

The Foundation sends the beneficiary an annual statement of assets and a confirmation for tax purposes for the attention of the relevant tax authorities. The statement of assets intended for the beneficiary likewise gives information on the investments made, the turnover, earnings, and the insurance premiums paid.

9. Ordinary benefit term

9.1 On retirement

On retirement, at the earliest five years before the AHV entitlement age, and in any event on reaching the AHV retirement age, the beneficiary is entitled to have the entire benefit capital, including interest and compound interest, paid out to him/her.

If the beneficiary provides evidence that he/she continues to be in gainful employment, then the drawing of the pension can be deferred for a maximum period of five years after he/she reaches normal AHV retirement age and he/she can make contributions within the statutory limits.

9.2 In the event of death

The benefit capital, including interest and compound interest, likewise falls due in the event of death (cf. section 11).

9.3 Risk policies

The provisions of the corresponding insurance contract shall apply to any benefits paid out under risk insurance policies.

10. Vested pension benefits/premature dissolution and early drawing of benefit/encouragement of home ownership

The beneficiary shall be entitled, at the earliest five years before reaching the ordinary AHV retirement age, to request the dissolution of the benefits agreement. Any early drawing of the occupational benefits credit balance before the aforementioned date, which is subject to the submission of a written request, where necessary with the consent of the spouse, is possible in the following cases only:

- a) if the beneficiary receives a full disability pension from the Swiss Federal Disability Insurance (IV) and the disability risk is not insured,
- b) if the beneficiary uses the occupational benefits credit balance to buy into a tax-exempt occupational benefits scheme or for any other recognized form of benefits scheme,
- c) if the beneficiary gives up his/her previous self-employed activity and takes up some other form of self-employed activity, or
- d) if the beneficiary takes up a self-employed activity and is no longer required to be a member of a compulsory occupational benefits scheme, or
- e) if the beneficiary leaves Switzerland for good, or
- f) in case of the redemption of a mortgage on residential property used by the beneficiary himself/herself, or
- g) in case of the purchase and construction of residential property for his/her own use and for shares in residential property used by the beneficiary himself/herself.

10.1 Vested pension benefits

Vested pension benefits within the meaning of section 10 letter b is guaranteed. However, in that case the beneficiary shall terminate the benefits agreement concluded with the Foundation by giving three months' notice.

10.2 Encouragement of home ownership

The beneficiary has the possibility, in accordance with the ordinance on the tax deductibility of contributions to recognized forms of benefit schemes (BVV 3), of drawing on or pledging benefits capital credits with a view to acquiring residential property for his/her own use or to postponing the redemption of mortgage loans thereon. Funds may validly be drawn for the purposes of the promotion of home ownership every five years.

10.3 Assignment, settlement and pledging

The benefits capital cannot be drawn prematurely, assigned or pledged. Any cash payment to a married rightful claimant is possible only with the consent of the spouse. Based on Art. 4 para. 3 BVV 3, claims to old-age benefits may be assigned to the spouse in part or in full or be awarded by the court to the latter if the matrimonial regime is dissolved in any way other than through death.

11. Order of beneficiaries

The following persons qualify as beneficiaries:

- a) during his/her own lifetime, the client
- b) after his/her death, the following persons in the stated order:
 1. the surviving spouse or surviving registered partner,
 2. direct descendants and natural persons who were substantially dependent on the client for maintenance, or the person who lived continuously with the latter as his/her partner in the five years leading up to his/her death or who is responsible for supporting one or more joint children,
 3. the parents,
 4. the brothers and sisters,
 5. other heirs.

The beneficiary is entitled to designate one or more beneficiaries from among the beneficiaries listed in letter b), section 2 above and to define their entitlements in more detail, and he/she should do so by writing to the Foundation. The beneficiary is entitled to change the order of beneficiaries according to letter b), sections 3 to 5, and to define their entitlements in more detail, and he/she should do so by writing to the Foundation. The Foundation must be informed in writing of persons under letter b), section 2 for whose maintenance the beneficiary is largely responsible. The person who lived with the beneficiary as his/her partner pursuant to letter b), section 2 must within one month of the death of the beneficiary provide the Foundation with written evidence of the fact that they had lived contin-

uously with one another as partners over the course of the previous five years. Where the beneficiary has not defined the entitlements of the beneficiaries in more detail, the Foundation distributes the pension assets in equal shares based on the number of persons, if there are several beneficiaries from one group.

12. Payment / deferral of benefit

The entire retirement assets, consisting of the balance on the retirement savings account plus accrued interest and the current market value of any investments, become due if there are grounds for termination and/or dissolution pursuant to section 9 or 10 of the Regulations and can only be extended in accordance with the statutory requirements. When the retirement assets become due, the investments must be sold and credited to the retirement savings account. In the absence of instructions from the client when the retirement assets become due, the Foundation may sell any existing investments independently and credit the proceeds to the retirement savings account. Married beneficiaries must obtain the written consent of the spouse before payments can be made pursuant to section 10 letter c) to g). The beneficiary shall satisfy the Foundation of the fact that there are grounds for paying out the benefit and/or for making a cash payment or for deferring the payment by submitting supporting documentation. The Foundation reserves the right to seek further clarification. In the event of disputes concerning the person of the rightful claimant, the Foundation is authorized to lodge the benefits credit balance for safekeeping in accordance with Art. 96 and 472 et seq. of the Swiss Code of Obligations (OR).

Save the cases provided for in section 10 (Premature dissolution and early drawing of benefit), the benefits capital may be neither drawn prematurely, nor assigned, nor pledged. If, within 30 days of the beneficiary reaching the ordinary AHV retirement age, or within 30 days of the Foundation being informed of the death of the beneficiary, the Foundation has not received clear instructions as to how the benefits should be paid out, the Foundation shall be entitled to transfer the benefits that have become due to one of the accounts with BEKB in the beneficiary's name, or to open an account for this purpose.

13. Treatment for tax purposes

The tax deductibility of contributions to recognized forms of benefits schemes is governed by the provisions contained in the ordinance on the tax deductibility of contributions to recognized forms of benefits schemes (BVV 3). For the annual payments into the scheme to be tax-deductible, the Foundation must receive such payments at an early enough stage to permit them to be posted before expiry of the calendar year. Contributions may not be credited retroactively. The Foundation shall declare the payment of pension benefits to the tax authorities, if such declarations are required by law or by official cantonal or federal ordinances. If the beneficiary is resident outside Switzerland, the Foundation is required to deduct withholding tax.

14. Amendment of these Regulations

The Foundation reserves the right to amend the provisions of these Regulations at any time. Any such amendment shall be brought to the attention of the supervisory authority and the beneficiary shall be notified by circular or by other appropriate means. It shall be deemed to have been approved unless an objection is raised within a month. The mandatory legal provisions underlying these Regulations are subject to change, and shall also apply to these Regulations as soon as they come into effect.

15. Change of address and personal details

15.1 Changes to the address and personal details of the beneficiary (notably his/her marital status) must be disclosed immediately to the Foundation. Beneficiaries undertake to notify the Foundation of any changes relating to their tax status, in particular their qualification as a US person. The Foundation declines any responsibility for the consequences of insufficient, late, or inaccurate address details or personal information. Any costs arising from searching for an address will be charged to the beneficiary. Notifications from the Foundation to the beneficiary are deemed to have been made with legal effect if they have been dispatched to the last known address.

15.2 If despite enquiries it is no longer possible to establish contact with the beneficiary, the Foundation shall take those measures that are provided for in the guidelines of the Swiss Bankers Association for the treatment of unclaimed assets.

16. Fees

The Foundation may charge fixed management fees in return for maintaining and managing pension assets. If clarifications are required that involve additional work (e.g. inquiring about addresses, clarifying advance withdrawals under WEFV – Ordinance on the use of pension assets to encourage home ownership), the associated costs will be charged to the retirement savings account. In cases of dormancy, the manager is authorised to charge and debit the customary related fees. In the event of purchase and sale of investments, transaction fees may apply. The defined administration, transaction and processing fees can be consulted at any time in brochures that are available in all branches, and on the website www.bekb.ch.

The Foundation may adjust fees at any time. It shall inform the beneficiaries concerned in an appropriate manner.

17. Liability

The Foundation is not liable to the beneficiary for the consequences arising from non-compliance with legal, contractual or regulatory obligations by the beneficiary. The beneficiary shall bear any loss or damage resulting from the failure to detect an absence of proof of identity, provided the Foundation has acted with due care.

18. Entry into force of these Regulations

These Regulations are effective from 1 November 2020 and replace all previous Regulations.