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These conditions govern business relations between customers and the Berner Kantonalbank AG, hereinafter referred to as «the BEKB | BCBE». Certain types of services are also governed by special conditions of business and customary practice. Special agreements are possible. Special conditions and agreements take priority over the general provisions.

1. Duty to exercise due care and discretion

- 1.1 The BEKB | BCBE undertakes to handle business entrusted to it with due care and attention.
- 1.2 Members of the statutory bodies of the Bank, personnel and servants of the BEKB | BCBE are required to maintain the strictest secrecy within the meaning of the statutory provisions in respect of business relations between the BEKB | BCBE and its customers.

2. Right of disposal and representation

- 2.1 An account or any other business relation may be set up by more than one person. Save where otherwise agreed, the authorized parties may only dispose of the account, etc. jointly.
- 2.2 The customer may arrange to be represented by a third party in relation to BEKB | BCBE. BEKB | BCBE reserves the right to require the production of a written power of attorney.
- 2.3 In the event of the death of the customer the BEKB | BCBE is entitled to request those documents which it deems necessary, at its discretion, for clarifying the right of information and disposal. 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 the BEKB | BCBE. All the resultant costs incurred must be met in full by the claimants. The BEKB | BCBE can only permit any powers of authority remaining in force after death to be exercised to a limited extent until proof of the right of information or disposal under inheritance law is provided.

3. Verification of signatures and authorizations

- 3.1 The BEKB | BCBE undertakes to examine signatures of customers and their authorized agents conscientiously without, however, being under any obligation to make a more extensive examination. If it makes a payment to an unauthorized person, despite the exercise of normal care, the customer shall be liable for the resulting losses. However, the customer shall not be liable if the prejudice is attributable to circumstances beyond his/her control.
- 3.2 The BEKB | BCBE may require signatures to be certified.

4. Legal incapacity

- 4.1 The customer shall bear any loss arising from his/her legal incapacity, unless such incapacity has been published in a Swiss Official Journal.
- 4.2 Any loss resulting from the legal incapacity of an authorized agent or other third party shall, in all cases, be borne by the customer.

5. Communications of the BEKB | BCBE

- 5.1 Communications of the BEKB | BCBE shall be deemed to have been effectively made if sent to the last address notified by the customer. The date of dispatch is deemed to be the date appearing on the copies or dispatch lists in the possession of the BEKB | BCBE. Mail to be held by the BEKB | BCBE shall be deemed to have been delivered on the date indicated thereon.
- 5.2 Changes of the customer's address and name must be notified to the BEKB | BCBE. The BEKB | BCBE shall not be liable for the consequences of inadequate or incorrect personal particulars.
- 5.3 The costs of making searches for an address shall be charged to the customer.

6. Errors in transmission

The BEKB | BCBE shall not be liable for damage caused by incorrect transmission insofar as it has exercised normal care. This applies to the use of conventional (post office, telephone, telex, fax, etc.) and electronic means of transmission (Internet, etc.). The customer shall bear the risk of loss, delay, distortion or duplication of notifications.

7. Failure to perform instructions correctly

- 7.1 Where loss is caused by non-performance or incorrect performance of instructions (other than stock exchange orders), the BEKB | BCBE shall only be liable for the loss of interest save where, in a particular case, its attention has been called to the impending risk of more far-reaching loss.
- 7.2 The BEKB | BCBE cooperates in some cases with other companies to process orders, in particular stock exchange orders. The BEKB | BCBE is not liable for prejudice caused by incorrect performance by such companies unless the prejudice was caused deliberately or is attributable to culpable negligence.

8. Conditions

- 8.1 The BEKB | BCBE defines its prices and conditions (interest rates, costs, charges, commissions, withdrawal conditions) at regular intervals. Information on these matters will be found in brochures that are available for consultation in every branch or will be handed to customers on request.
- 8.2 The BEKB | BCBE reserves the right to amend its conditions at any time. In particular, it may adapt the conditions to the situation prevailing on the money and capital markets and/or to inflation. The BEKB | BCBE shall notify changes by circular or in some other way.

9. Rights of lien and set-off

- 9.1 Where the customer has liabilities to the BEKB | BCBE, the latter shall have a right of lien in all assets kept by it for the account of the customer at any of its places of business or elsewhere. This shall likewise apply to credits and loans with or without special sureties.
- 9.2 In respect of claims existing against it, the BEKB | BCBE has a right of set-off without regard to the maturity date or currency of its own claims.
- 9.3 At its own discretion, the BEKB | BCBE shall be entitled to effect the compulsory or voluntary sale of the liens as soon as the customer is late in effecting performance.

10. Payment orders

If the customer has given several orders, the total amount of which exceeds his/her available funds or the credit granted to him, the BEKB | BCBE may, at its own discretion and without regard to the date or time of receipt, determine which orders are to be wholly or partially executed.

11. Foreign currency accounts

11.1 Funds received in foreign currency are credited by the BEKB | BCBE to the corresponding foreign currency accounts of the customer. Where no such currency accounts exist, the payment is credited to a Swiss franc account. The BEKB | BCBE determines the conversion rate in the customary manner. This conversion is performed in the same way for payments credited in foreign currencies or debited to a foreign currency account.

11.2 The customer may dispose of credit balances in a foreign currency in particular by making cash withdrawals, deposits or drawing cheques. Cash drawings and deposits in the currency of the account are subject to a discount or premium.

12. Bills of exchange, cheques and similar instruments

If bills of exchange presented for payment or discounted, cheques or other similar instruments are not paid, or if the proceeds thereof are not freely available, the BEKB | BCBE may cancel any amount credited to the customer's account. The BEKB | BCBE nevertheless retains all claims arising from such instrument against all persons liable under the instrument until any debit balance has been settled.

Save in cases of culpable negligence by the BEKB | BCBE, the customer shall bear the prejudice caused by the cashing of a false or forged cheque.

13. Recording of telephone calls

Telephone calls are not recorded in regular business transactions with the BEKB | BCBE. Recordings are only made in cases where this corresponds to standard practice in the branch or to technical needs (e.g. alarm organization).

14. Public holidays

In all business transactions with the BEKB | BCBE, Saturday shall be treated as an official bank holiday.

15. Termination of business relations

The BEKB | BCBE reserves the right to terminate existing business relations at any time. In particular, it may cancel credits which have been approved and granted and require payment of its claims without further notice. This provision likewise applies to credits and loans with fixed maturity or periods of notice if, in the opinion of the BEKB | BCBE, the customer's financial circumstances no longer justify the continuation of the existing business arrangements.

16. Outsourcing of business

The BEKB | BCBE may outsource individual areas of business to other companies. The main business activities which are outsourced are those in the area of electronic data processing, payment transactions and the management of securities.

17. Amendment to the general conditions of business

The BEKB | BCBE reserves the right to amend the general and/or special conditions of business. Such amendments shall be notified by circular or other suitable method. If no objection is made within one month, they shall be deemed to have been approved.

18. Applicable law and place of jurisdiction

18.1 All legal relations with the BEKB | BCBE are governed by Swiss law. The Swiss Law of Obligations is applicable in every case. Berne is the place of jurisdiction for all proceedings. However, the BEKB shall be entitled to take action against the customer in the courts at the place where he/she is domiciled or in any other competent court.

18.2 The place of performance, debt collection and the sole place of jurisdiction for customers resident abroad shall be Berne.



A Safe custody

When a safe custody account is opened, the customer receives a copy of the brochure entitled «Opportunities and risks of securities trading». He/she is therefore deemed to have been adequately informed by the BEKB | BCBE of the risks of the individual types of business.

The customer can obtain more extensive information directly from his/her customer adviser. The rules and practices of the respective stock exchange apply to stock exchange orders. Foreign provisions in connection with the safe custody of and trading in securities may differ significantly from domestic provisions, particularly with regard to Swiss banking secrecy. The customer acknowledges that the bank shall only accept and execute orders on specific stock exchanges providing the customer sends a separate, written declaration to the bank expressly exempting it from banking secrecy in connection with such orders and authorizing the bank to comply with all the statutory and regulatory provisions in respect of disclosure as required in the corresponding country. In the absence of such a declaration the bank is entitled to reject all orders for the stock exchanges concerned.

I. General

1. Acceptance of valuables for safe custody

The BEKB | BCBE will accept at its offices:

- securities of all types (shares, bonds, funds, derivatives, money market papers, etc.), insurance policies, mortgage titles and documents for safekeeping and management;
- precious metal (ingots and suitable coinage in current qualities);
- money market and capital market investments which do not take the form of securities, for recording and management;
- valuables, coins, documents, etc. for safekeeping in sealed deposits (see Sec. II).

The BEKB | BCBE may decline to accept valuables for safe custody without stating reasons.

2. Duty of the BEKB | BCBE to exercise due care

The BEKB | BCBE treats the valuables entrusted to it for safe custody with the same care as its own valuables.

3. Safe deposit receipts

The client receives corresponding vouchers (receipts, accounts of sales/purchases, etc.) for safe custody account movements. These vouchers shall neither be transferred nor pledged as a lien.

4. Delivery

The customer may ask at any time for valuables held in safe custody to be delivered to him/her or placed at his/her disposal. The normal periods of notice shall be observed. Other agreements and binding statutory provisions are reserved. Costs incurred shall be debited to the customer.

5. Safe deposit account charges/payments from third parties

5.1 The safe deposit account charge is calculated according to the particular scale of charges issued by the BEKB | BCBE

and includes safekeeping of the holdings in its care and bookkeeping operations. Where applicable, charges for external safekeeping will be made in addition.

5.2 The BEKB | BCBE will make a separate charge for administrative transactions (income and capital due for collection, exercise of subscription rights, etc.) and for extraordinary efforts. The BEKB | BCBE reserves the right to alter its charges at any time. Customers will be given suitable notification of such alterations.

5.3 The customer acknowledges and accepts that, in connection with the purchase/sale of collective capital investments, certificates, insurance policies, etc. (hereafter referred to as: products), the BEKB | BCBE may receive payments from third parties in the form of sales commissions (also referred to as fund unit sales commissions or portfolio balance commissions). The amount of such payments is normally dependent upon the volume of a third party's products held by the BEKB | BCBE, the usual amount of which corresponds to a percentage of the fees debited (see «Prices for services in the securities business»). The BEKB | BCBE receives these payments for the services rendered for the third party such as e.g. notifying customers of specific information such as distributions, splits, amalgamation, fulfilling the duties of due diligence in respect of combating money laundering, etc. delegated to the BEKB | BCBE by the third party. The BEKB | BCBE is accordingly entitled to the above-mentioned payments for the services rendered for the third party. The customer therefore expressly waives his/her claim to the above-mentioned payments as well as to information extending over and beyond the information contained in the «Prices and services in the securities business», in particular to a settlement account in respect of such payments made to the BEKB | BCBE.

5.4 Section 8 of the General Conditions of Business shall likewise apply.

6. Transport insurance

Valuables in safe custody are dispatched at the expense and risk of the customer. In the absence of instructions from the customer, insurance of valuables to be dispatched is at the discretion of the BEKB | BCBE.

7. Form of safekeeping

7.1 The BEKB | BCBE shall keep the valuables given to it for safe custody in its vaults. The BEKB | BCBE shall be entitled to arrange for deposits to be kept externally for the account and risk of the customer.

7.2 The BEKB | BCBE is authorized to keep safe custody assets by category, to make them available to a third party for safe custody or arrange for them to be held in a collective deposit. The customer shall have a right of co-ownership proportionate to the percentage represented by his/her deposited securities of the total on collective deposit where that deposit is in Switzerland.

7.3 In the case of safekeeping abroad, the securities are subject to the laws and customary practices applicable at the place of safekeeping. The foregoing does not apply to securities which, by their nature or for other reasons, must be kept separately.

7.4 Safe custody assets made out in a particular name shall generally be registered in the name of the customer. If registration in the customer's name is unusual or impossible, the BEKB | BCBE may arrange for the securities to be registered in its own name or in that of a third party but for the account and risk of the customer.

7.5 Securities redeemable by drawings may be included in the collective safe custody; drawn lots will be distributed among the depositors by the BEKB | BCBE using a method which guarantees all participants the same chance of consideration in the second drawing as under the primary drawing.

8. Book entry rights without documentary confirmation

If the conversion of book entry rights into documentary form has been deferred, the BEKB | BCBE is authorized:

- a) to have any existing securities converted by the issuer into book entry rights without documentary conversion;
- b) to perform the necessary administrative services, to address the necessary instructions to the issuer and to obtain from him the necessary information during the period of administration by the BEKB | BCBE;
- c) to require the issuer to print and deliver securities at any time.

9. Administrative services of the BEKB | BCBE

The BEKB | BCBE shall perform the customary administrative services, such as collection of dividends, interest and redeemable securities, exchanging securities, etc. As a rule, it calls upon the customer to take the necessary steps pursuant to Sec. 10; in doing so, it relies upon the publications and lists at its disposal.

10. Obligations of the customer

Unless otherwise agreed, the customer shall take all other steps to safeguard the rights attached to the assets on deposit such as issuing instructions for the exercise or sale of subscription rights, for the exercise of conversion rights, for the payment of calls on partly paid shares and for conversions. If the customer fails to give timely instructions, the BEKB | BCBE shall be authorized, but not obliged, to act at its own discretion.

11. Fiduciary acceptance of safe custody assets

If it is not customary or not possible for titles to safe custody assets to be vested in the client, the BEKB | BCBE may purchase the assets or cause them to be purchased in its own name or in the name of a third party for the account and at the risk of the customer and exercise or cause to be exercised the rights thereon.

12. Voting rights for securities on deposit

The BEKB | BCBE shall only exercise voting rights for securities on deposit on the basis of a written power of attorney.

13. Statement of items in safe custody

The BEKB | BCBE shall provide the customer, as a rule at the end of the year, with a statement of the safe custody valuables deposit. At the request of the customer, such statements are also sent several times per year. By special agreement, the depositor can access the valuation of his safe custody account at any time by telephone, fax, Internet, etc.

II. Special provisions for sealed deposits

14. Delivery

14.1 Coins, documents and other valuables shall be kept in a sealed deposit.

14.2 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 him/her later.

14.3 Sealed deposits must be sealed in the presence of a representative of the BEKB | BCBE or specially closed in such a way that they cannot be opened without damaging the seal. They must 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.

15. Contents

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

16. Liability

The BEKB | BCBE shall only be liable for losses caused by it, which the customer can prove. Liability shall be limited to the proven value subject to a maximum of the declared value. In particular, the BEKB | BCBE declines all liability for damage caused by accident, act of god (force majeure) and atmospheric influences.

If the customer withdraws the sealed deposit, he/she must immediately lodge a protest in respect of any damage to the seal, packaging or contents. Confirmation of receipt by the customer releases the BEKB | BCBE from all liability.

B Savings deposits

1. General

The BEKB | BCBE accepts funds for interest-bearing investment.

2. Opening an account

On payment of an initial deposit, a savings account shall be opened in the name of the holder. The customer may ask to receive a savings book.

3. Deposits and withdrawals

Deposits and withdrawals may be made at all branches of the BEKB | BCBE or at any Swiss Cantonal Bank.

Deposits shall be receipted in the savings book by counter machine stamp or by the signature of the customer adviser. Withdrawals may be effected within the framework of the currently valid conditions for payment in cash with a receipt (savings book/savings account) or on the basis of a written payment order (savings account). The savings book must be presented or submitted for all withdrawals.

The BEKB | BCBE may introduce regulations as to the level of deposits and the interest-bearing credit balance, as well as to the restriction of withdrawals by instalments or giving periods of notice. The conditions shall be determined and notified according to Sec. 8 of the General Conditions of Business.

4. Interest

The conditions shall be fixed and notified according to Sec. 8 of the General Conditions of Business. Deposits

and withdrawals made during the year shall be included for interest calculation in proportion to the time. At the end of each calendar year, the interest shall be added to the capital and shall then bear further interest with the capital. Savings books must be presented or submitted every year to the BEKB | BCBE to be brought up to date.

5. Authorization

The BEKB | BCBE expressly reserves the right to pay the bearer of a savings book within the framework of the statutory conditions with discharging effect. The BEKB | BCBE shall not accept any liability for the misuse of a savings book.

6. Loss of a savings book

The loss of a savings book must be notified immediately to the BEKB | BCBE in writing. Any losses suffered as a result of failure to make this notification shall be borne by the customer. If the missing book is not found again, it must be invalidated at the cost of the customer. The BEKB | BCBE shall be empowered to pay out the credit balance on missing registered savings books without any notification or observing any period of notice and without any court declaration of invalidity. It may ask for the signatures of the claimants to be certified or a written declaration may be sufficient.

7. Termination

The BEKB | BCBE shall be entitled to give not less than one month's notice of termination of the credit balance in whole or in part at any time by registered letter.

C Conditions applying to mortgage lending

These provisions apply to all loans (lending, mortgages, credit limits, etc.) made available by the BEKB | BCBE with mortgage guarantee. Special agreements with the borrower are possible.

1. Interest payment, redemption and repayment

The advance shall bear interest from the date on which it is made available at the agreed payment periods on the conditions set by BEKB | BCBE and repayments shall also be made respecting the agreed period of notice or after the expiry of the contract.

Interest due and commission payments shall bear interest at the highest agreed capital interest rate, however a minimum of 5%.

2. Interest rate

The BEKB | BCBE reserves the right to change its interest rate at any time.

3. Interest and redemption charges

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

4. Availability of the advance

The advance only becomes available after the formal organization of the transaction and in particular after the necessary deeds have been signed and the mortgage rights set up.

5. Content and costs of setting up the mortgage

The following interests and repayment provisions must be included in the mortgage letters:
«This liability shall bear interest on the conditions and at the dates fixed by the creditor and shall be paid off accordingly and repaid if either party gives three months advance notice». A maximum rate of interest must be entered in the land register.

The BEKB | BCBE is expressly authorized to arrange for the agreed interest and the repayment conditions and the maximum interest rate to be entered in the land register.

The cost of setting up new mortgage rights, fees, charges and other disbursements arising in this connection shall be borne by the borrower.

6. Scope of the mortgage liability

The BEKB | BCBE may lay claim at any time to an available mortgage sum on a mortgage right which has not been fully taken up to cover any existing or future claims. The mortgage right comprises the capital claim and also the annual interest payable since the mortgage was set up, the interest accruing since the last interest payment date and the costs of collection and interest on arrears pursuant to Art. 818 ZGB.

If no particular interest rate is entered in the land register, the maximum interest rate shall be the agreed interest.

7. Right of information on the mortgaged property

The BEKB | BCBE is authorized at any time to ascertain the value and condition of the property on which the mortgage has been granted.

8. Commercial or industrial mortgaged properties

Where advances are granted on commercial or industrial properties, the BEKB | BCBE retains the right to consult the annual accounts (balance sheet, profit and loss account, report of the statutory auditors and annex) and the business books.

9. Insurance obligations

Buildings, apartment units and annexes shall be adequately insured against fire and storm damage. Adequate insurance protection must be maintained at all times.

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, maintenance of the entire property must be insured with the other co-owners. Changes which reduce the value, removal of ancillary parts or demolitions shall only be effected with the assent of BEKB | BCBE.

11. Immediate dissolution of an agreement

BEKB | BCBE can demand the immediate repayment of all advances made by BEKB | BCBE or by any assignment creditors without adherence to the period of notice for termination if:

- the borrower fails to observe any credit agreement, loan agreement or security agreement (including these contractual provisions) with BEKB | BCBE or any assignment creditors, in particular if the borrower fails to make the agreed interest and redemption payments to BEKB | BCBE or to any assignment creditors;
- the pledged object is insufficiently insured;

- the pledged object has significantly reduced in value or has been neglected;
- an assessment as per usual banking practice determines that the collateral is no longer adequate, or that the borrower's creditworthiness has significantly deteriorated;
- the pledged object is in the process of undergoing forced realization or, where otherwise agreed with the borrower, is being sold or otherwise disposed of;
- the borrower or owner of the pledged object is the subject of compulsory execution or reorganization measures, such as seizure, bankruptcy, stay of bankruptcy, composition proceedings, composition agreement or attachment;
- the borrower's liabilities become due to a third party;
- in the case of condominium ownership the obligations arising from the regulations governing management and use are not met, or if the condominium ownership is dissolved.

The right to immediate dissolution of an agreement also applies in the case of advances with a fixed term and a fixed interest rate, wherein the borrower has to pay BEKB | BCBE an early repayment penalty, as set out in Section 12 below.

12. Premature dissolution of an agreement

If advances become due before the expiry of the agreed fixed term as the result of the immediate dissolution of an agreement as set out in Section 11 above, or by mutual agreement between the borrower and BEKB | BCBE, the borrower must pay BEKB | BCBE an early repayment penalty. This penalty is intended to serve a dual function: to compensate the time and money expended on the premature dissolution, and to compensate the difference between the agreed credit interest rate and the interest rate that may be achieved for an investment corresponding to the remaining term, either in the money market or capital market, made at the point in time at which the early repayment is made; 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 case of the immediate dissolution of an agreement as set out in Section 11 above, the borrower is not entitled to any compensation.

D Safe deposit boxes

1. Duty of the BEKB | BCBE to exercise due care; liability

The BEKB | BCBE 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 obligation of due care. It accepts no further liability. The customer shall be responsible for insuring the content of the safe deposit box.

2. Rental agreement

Safe deposit boxes are rented for periods of 6 or 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. The BEKB | BCBE shall be entitled to decline rental applications without stating reasons. The rental agreement shall not be assigned and sub-letting is prohibited.

The BEKB | BCBE 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 customer shall be liable for all loss caused by failure to comply with this requirement.

The BEKB | BCBE shall be entitled to require at all times the renter to prove that the contents of the safe deposit box comply with this requirement. The BEKB | BCBE 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 the BEKB | BCBE from time to time and is payable in advance. The BEKB | BCBE shall debit the rental charge directly to an existing account of the customer. The BEKB | BCBE reserves the right to change the price scale at any time.

If a compartment is used for only part of the agreed period, the renter shall nevertheless be liable for the whole fee, subject to Sec. 2, para. 2.

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 the bank, each renter shall be individually entitled to open the box and

freely dispose of its contents. However, all renters shall have joint and several liability for all claims of the BEKB | BCBE under the rental agreement.

6. Keys

Each safe deposit box shall be locked twice by the renter and the BEKB | BCBE. The box shall be opened by the BEKB | BCBE using a key or an electronic device and by the customer by means of one of the two customer keys handed over to him/her or by means of an access card with a secret code. The copying of keys is prohibited. The renter is required to keep the keys and any access card issued to him/her carefully. He/She is responsible for loss caused by misuse of his/her key or of the access card. In the event of loss of one or both keys, he/she shall notify the BEKB | BCBE immediately.

The latter shall change the lock and keys at the expense of the renter (to include the administrative surcharge). Loss of the access card must also be reported without delay to the bank.

7. Access to the safe deposit box and authorization

Access to the safe deposit box shall be granted to the renter or the holder of a power of attorney during normal bank opening hours on presentation of the key and, insofar as the renter is not personally known to the supervisory personnel, an official identity document or after signing for verification purposes. For safe deposit installations with access controls by card reader, authorization shall be gained by means of the access card. The BEKB | BCBE shall be entitled, but not obliged, to make a further verification of authorization.

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 the BEKB | BCBE in undamaged condition. If the renter or his/her heirs fail to comply with this obligation, despite a request to do so made by registered letter by the BEKB | BCBE, the latter shall be entitled to cause the compartment to be opened in the presence of two witnesses at the expense of the renter. The BEKB | BCBE 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 or his/her heirs at the BEKB | BCBE itself or with an official body.

The customer or his/her heirs shall be liable for all costs arising in connection with the opening and repair of the box and also for any loss of rental fees to the BEKB | BCBE.

E Use of the BEKB | BCBE customer card in automatic teller machines

1. Services

The customer may use his/her customer card and a personal identification number, referred to below as the «PIN», chosen at the customer's own discretion, at automatic teller machines (ATM) to make cash withdrawals from his/her account at the BEKB | BCBE; the customer may also obtain relevant information about his/her account by this means. The customer card must be specially authorized for this purpose by the BEKB | BCBE. Only one card shall be issued per person for the same account to permit use of automatic teller machines, regardless of whether this is the customer card of the BEKB | BCBE or a Maestro card. On the other hand, a magnetized card may be issued to more than one person authorized to dispose of the same account.

The customer card relates in all cases to a specific account, referred to below as the «Account».

2. Prices and conditions

Prices and further conditions relating to the customer card are governed by Sec. 8 of the General Conditions of Business.

3. Debit notices

The confirmations of withdrawal issued by the ATM upon request shall be regarded as debit notifications. The account holder shall not receive any further debit notification from the BEKB | BCBE.

4. Loss of the card

The loss of the card and/or PIN code must be reported to the BEKB | BCBE without delay to prevent misuse as far as possible.

5. Withdrawal limit

The BEKB | BCBE fixes withdrawal limits for each customer card and notifies them in a suitable manner. Notification of these limits to any holders of power of attorney shall be a matter for the account holder.

6. Period of validity

The customer card is in principle valid for an unlimited period for ordinary business purposes.

7. Access possibilities

Access is possible to the Maestro card account and to any other accounts for which the Maestro card is also valid.

8. Reference to further applicable provisions

The following provisions applicable to the Maestro card likewise apply to the customer card:

Section I/3	Authorized card users
Section I/4	Ownership
Section I/6	Duty of the authorized card user to exercise due care
Section I/7	Obligation to cover
Section I/10	Notice of termination
Section II/5	Authorization, charging and liability for risk
Section II/6	Assumption of loss if the authorized card user is not liable
Section II/7	Technical faults and interruptions of service
Section II/10	Blocking

F Conditions for the use of the Maestro card

I. General conditions

1. Types of use (functions)

Depending upon the agreement, the Maestro card can be used for one or more of the following functions:

- as a cash withdrawal card within Switzerland and abroad (see Clause II)
- as a payment card for the payment of goods and services within Switzerland and abroad (see Clause II)
- as a CASH value card (reloadable, electronic purse) for the payment of goods and services within Switzerland (see Clause III)
- for additional services provided by the BEKB | BCBE (see Clause IV).

2. Account linkage

The Maestro card is always linked to a specific account (hereinafter referred to as «account») at the BEKB | BCBE.

3. Authorized card holders

Persons authorized to use the card can be the account holder and persons authorized to use the account; hereinafter both are designated as «authorized card holder». The Maestro card is always issued in the name of the authorized card holder.

4. Ownership

The Maestro card remains the property of the BEKB | BCBE.

5. Fee

For the issuing of the Maestro card and the authorization thereof, as well as for the processing of transactions conducted with it, the BEKB | BCBE can charge the account holder fees, which are to be made known in an appropriate form. These fees will be debited from the account upon which the Maestro card has been issued.

6. The authorized card holder's duty of care

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

a) Signature

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

b) Storage

The Maestro card and the Maestro PIN are to be stored with particular care and separate from one another.

c) Keeping the Maestro PIN secret

The Maestro PIN is to be kept secret and may not be provided by the authorized card holder to any other person. In particular, the Maestro PIN may not be noted upon the Maestro card nor recorded in any other manner, also not in an altered form, nor stored together with the Maestro card.

d) Changing the Maestro PIN

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

e) Transferring the Maestro card

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

f) Reporting in case of loss

Upon loss of the Maestro card or the Maestro PIN, or should the Maestro card be left behind in a device, the representative indicated by the BEKB | BCBE is to be notified immediately (see Clause II/5 and Clause II/10).

g) Control obligation and reporting of discrepancies

The account holder is obligated to check the corresponding account statement upon receipt and to report any discrepancies, particularly debits due to misuse of the card, to the BEKB | BCBE immediately, however, within 30 days of receipt of the account statement of the respective billing period at the latest. The loss report form is to be returned to the BEKB | BCBE completed in full and duly signed within 10 days of its receipt.

h) Reporting to the police

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

7. Coverage obligation

The Maestro card may only be used if sufficient coverage exists in the account (credit or an approved credit limit).

8. Right of the BEKB | BCBE to debit

The BEKB | BCBE is entitled to debit all amounts resulting from the use of the Maestro card (according to Clause I/1) from the account (see Clause II/5 and III/2).

The right of the BEKB | BCBE to debit also remains in unlimited force in case of disputes between the authorized card holder and third parties.

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

9. Period of validity and card renewal

The Maestro card is valid until the end of the year stated thereon. Subject to proper conducting of business and without express renunciation by the authorized card holder, the Maestro card will be automatically replaced with a new Maestro card prior to the end of the date indicated on the card.

10. Cancellation

The Maestro card can be cancelled at any time. The withdrawal of authorization (as in Clause I/3) has the same effect as a cancellation.

Once notification of cancellation has been made, the Maestro card must be immediately and without demand returned to the BEKB | BCBE.

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

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

11. Modification of conditions

The BEKB | BCBE reserves the right to modify these conditions at any time. Modifications will be notified in an appropriate form and are considered accepted if the Maestro card is not returned before the modifications take effect.

12. General terms and conditions

Furthermore, the general terms and conditions of the BEKB | BCBE are applicable.

II. Maestro card as a cash withdrawal and payment card

1. Cash withdrawal function

The Maestro card can be used at any time for the withdrawal of cash along with the Maestro PIN at correspondingly designated cash machines within Switzerland or abroad or with a signature upon a transaction sales slip at correspondingly designated merchants up to the limit set for the Maestro card.

2. Payment function

The Maestro card can be used at any time for the payment of goods and services along with the Maestro PIN at correspondingly designated merchants within Switzerland or abroad or with a signature upon a transaction sales slip up to the limit set for the Maestro card.

3. Maestro PIN (= secret number)

The Maestro PIN will be sent separately in a sealed envelope to the authorized card holder. The Maestro number consists of a machine-calculated 6-digit secret number that is unique to the card and which is known neither to the BEKB | BCBE nor to third parties. If multiple Maestro cards are issued, then each Maestro card receives its own Maestro PIN.

4. Changing the Maestro PIN

The authorized card holder is advised to select a new 6-digit Maestro PIN at appropriately equipped cash machines, which will immediately replace the previously valid Maestro PIN. The Maestro number can be changed at any time and as often as desired. To further protect the Maestro card against misuse, the Maestro PIN chosen should not consist of easily determined numerical combinations, nor should it be stored with the Maestro card, nor should it be noted on the Maestro card, nor in any other manner, also not in an altered form (see Clause I/6 lit. d and e).

5. Legitimization, debiting and risk assumption

Each person, who through the insertion of the Maestro card and the entering of the correct Maestro number in a device equipped for this purpose, legitimizes him-/herself or signs the transaction sales slip, is considered authorized to withdraw cash or make payments with this Maestro card; this also applies if this person is not the actual authorized card holder. Correspondingly, the BEKB | BCBE is entitled to debit transactions that have been thus carried out and registered. The risks arising from misuse of the Maestro card are thus assumed by the account holder.

6. Assumption of loss in the absence of fault

Assuming that the authorized card holder has maintained the conditions governing the use of the Maestro card in all aspects (particularly the duties of care according to Clause I/6) and if he/she is otherwise not at fault, then the BEKB | BCBE assumes losses incurred by the account holder as a result of the misuse of the Maestro card by third parties in its function as a cash withdrawal or payment card. This also includes losses due to counterfeiting or forgery of the Maestro card. Not considered to be «third parties» are the authorized card holder, his/her spouse, as well as persons living in the same household.

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

By accepting compensation, the account holder assigns all his/her claims from the case to the BEKB | BCBE.

7. Technical malfunctions and operational breakdowns

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

8. Limitations of use

The BEKB | BCBE sets the usage limit for each Maestro card issued and informs the account holder thereof in an appropriate manner. Orientation of any authorized persons regarding the usage limit is the responsibility of the account holder.

9. Transaction receipt

For cash withdrawals, the authorized card holder receives a transaction receipt upon request at most cash machines, automatically or upon request when paying for goods and services. The BEKB | BCBE does not send any debit notices.

10. Blocking

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

The BEKB | BCBE blocks the Maestro card upon the express notification of the authorized card holder, the loss of the Maestro card and/or the Maestro PIN, as well as cancellation by same (see also Clause III/6).

During business hours, the blocking is to be notified to the BEKB | BCBE. Outside business hours, a blocking order is to be given to the bank card center and is to be subsequently notified immediately to the BEKB | BCBE.

The BEKB | BCBE is entitled to debit the account for use of the Maestro card before the blocking takes effect within the period of normal business.

The account holder can be charged for costs associated with the blocking.

III. Maestro card with CASH function (re-loadable, electronic purse)

1. CASH function

The CASH function on the Maestro card can be used at any time within Switzerland without entering the Maestro number for the payment of goods and services at correspondingly marked devices (CASH terminals), as long as the CASH chip has been previously loaded with monetary value at a loading device equipped for the CASH function.

2. Debiting

Loading the CASH chip at cash machines or a loading device equipped for this purpose is considered a cash withdrawal according to the conditions that apply to such (see Clause II/1 ff), and the amount withdrawn will be debited from the account.

3. Legitimization and risk assumption

Any person in possession of the Maestro card is considered entitled to effect payments with this Maestro card using the CASH function at correspondingly marked CASH terminals; this applies also if this person is not the actual authorized card holder. The risks arising from misuse or loss of the Maestro card in regard to the CASH function are assumed solely by the account holder. The BEKB | BCBE does not compensate losses suffered by the account holder due to fraudulent use of the CASH function.

4. Technical malfunctions

The authorized card holder has no claim to compensation if use of the Maestro card with the CASH function is not possible due to technical malfunctions and operational failures.

5. Loading limits

The BEKB | BCBE sets the loading limit for the CASH function for each Maestro card issued and informs the account holder thereof in an appropriate manner.

6. Blocking

The CASH function cannot be blocked. The blocking of the Maestro card does not block the CASH function.

7. Credit

When unloading the CASH chip at a cash machine or a loading device equipped for this purpose, the corresponding monetary value will be credited to the bank account.

Upon expiration of the validity of the Maestro card (see Clause I/9) or upon return of the Maestro card after cancellation (see Clause I.10), or as the result of a defect, the BEKB | BCBE will automatically credit the remaining balance of the expired or returned Maestro card to the bank account. The credit will occur within an appropriate processing period.

IV. Maestro card for further services of the BEKB | BCBE

1. Types of services

At most BEKB | BCBE cash dispensers, the authorized card user can during certain operating hours

- a) effect a wider range of cash withdrawals,
- b) request account information.

The conditions set out in Sec. I and II apply to these services, subject to the following provisions.

The BEKB | BCBE accepts no guarantee for the accuracy and completeness of information and details obtained from cash dispensers of terminals. In particular, information on accounts (balance, statements, transactions, etc.) is regarded as provisional and not binding. In the same way, no information supplied by the BEKB | BCBE can ever constitute a binding offer.

2. Access possibilities

Access is possible to the Maestro card account and to any other accounts for which the Maestro card is also valid.

G Use of the CantoPhone/CantoFax/CantoMobile service

The technical and practical description of the CantoPhone/CantoFax/CantoMobile service will be found in the corresponding «Product specification».

1. Access to the services

1.1 Access to the account-specific CantoPhone/CantoFax/CantoMobile services shall be open to anyone who has identified himself/herself by inputting his/her authorization characteristics in compliance with the data provided by the BEKB | BCBE. The PIN number may be changed by the customer at any time.

1.2 Any person who has proven his/her identity by inputting the above-mentioned identifiers (regardless of his/her internal legal relationship to the account holder) in the context of the business relations between the customer and the BEKB | BCBE shall be entitled to obtain information about the accounts concerned and to arrange for account transfers (between accounts kept by an identical holder). The BEKB | BCBE shall not be required to seek any more evidence of authorization to consult the accounts concerned or to make transfers between accounts.

1.3 The customer shall be required to refrain from disclosing the personal identifiers and to protect them against unauthorized use. In particular, the PIN number must not be written down. The customer shall bear all the risks arising out of the disclosure of his/her identifiers.

1.4 If there is a reason to fear that third parties have been informed of the personal identifiers, the personal PIN number shall be changed forthwith or if necessary a new PIN number requested from the BEKB | BCBE.

1.5 The customer shall bear all the risks arising out of the use – even the unlawful use – of his/her identifiers unless the BEKB | BCBE is guilty of culpable negligence.

2. Exclusion of liability of the BEKB | BCBE

2.1 The BEKB | BCBE assumes no liability for the accuracy and completeness of CantoPhone/CantoFax/CantoMobile information. Information about accounts (balances, transactions, etc.) in particular shall be regarded as provisional and not binding. Under no circumstances do CantoPhone/CantoFax/CantoMobile notifications constitute binding offers.

2.2 The CantoPhone/CantoFax/CantoMobile link between the customer and the BEKB | BCBE is established via networks and equipment without special protection. Any liability of the BEKB | BCBE for prejudice caused to the customer through technical defects, faults or unlawful intervention in the telephone network shall be excluded.

2.3 The BEKB | BCBE shall likewise bear no liability for prejudice caused by technical defects, breakdowns and unlawful interference into other systems, save in the event of serious culpability on its part.

3. Deletion of an account from the CantoPhone/CantoFax/CantoMobile system

To delete an individual account from the CantoPhone/CantoFax/CantoMobile subscription declaration, the customer must give written notice to the BEKB | BCBE.

The BEKB | BCBE shall likewise be entitled to block access without stating reasons and without prior notice.

4. Termination

The customer or the BEKB | BCBE may give written notice of termination of subscription to the customer-related services at any time.

5. Prices and conditions

Prices and other conditions in connection with the services offered shall be governed by Sec. 8 of the General Conditions of Business.

H Direct access to electronic banking platforms

1. Access to services

1.1 The BEKB | BCBE shall make application software available to customers for data communication. The customer is required to use at all times the latest release made available by the BEKB | BCBE.

1.2 The BEKB | BCBE shall provide a communication diskette to the customer to place orders and to retrieve account data. The software is accompanied by a standard initial password. **The customer shall change the initial password to a personal password before the first data transfer is made using the application software.**

1.3 Anyone who identifies himself/herself by self-identification, i.e. by using the communication diskette and entering the personal password, shall have access to the services.

1.4 Anyone who identifies himself according to Sec. 1.3 shall be regarded as authorized to use services as far as the BEKB | BCBE is concerned. The BEKB | BCBE may be contacted and questioned by the authorized person within the scope of the selected services and selected method of disposition and orders and notices may be accepted from that person.

1.5 The BEKB | BCBE shall, however, be entitled at any time and without stating reasons to decline to give information and to take instructions, orders and notifications and to insist upon the customer identifying himself/herself in some other way (by a signature or personal meeting).

1.6 The BEKB | BCBE is entitled to block access to specific or to all services at any time without stating reasons and without prior notice.

1.7 The customer acknowledges unreservedly all transactions booked on his/her accounts which are made in connection with his/her identification features. Similarly, all instructions, orders and notifications reaching the BEKB | BCBE in this way shall be regarded as having been issued and authorized by the customer.

2. Obligation of the customer to exercise due care

2.1 The customer shall keep the password secret and protect it against unauthorized use by third parties. In particular, the password must not be written down after it has been changed (Sec. 1.2 above). The customer shall bear all risks arising from unauthorized use of the identifiers made available to him/her or his/her authorized representatives (communication diskette and password).

2.2 In the event of loss of the communication diskette or suspicion of duplication, the customer shall immediately cause his/her account to be blocked or arrange for it to be blocked by the BEKB | BCBE. The same provision shall apply if the personal password comes to the attention of unauthorized third parties. Blocking by the BEKB | BCBE can only be requested during normal business hours and only at the branch of the BEKB | BCBE which keeps the account and must be confirmed to the BEKB | BCBE immediately by registered mail. The block can only be lifted again in response to a written request from the customer to the account-keeping branch.

2.3 The customer shall bear all the consequences arising from the correct or abusive use of his/her identifiers or a release of the application software, which is not up to date.

3. Obligation to record data

The data file for individual payment orders must be recorded in full before transfer to the BEKB | BCBE. This record must be kept by the customer or his/her authorized representative for at least ten working days in such a way that the data file can be made available again at short notice at the request of the BEKB | BCBE.

4. Liability

4.1 The BEKB | BCBE accepts no liability for the accuracy and completeness of the data transmitted to it. In particular, information about accounts (balances, statements, transactions, etc.) shall be regarded as provisional and not binding.

4.2 Communication is effected via public networks and equipment without special protection. No liability of the BEKB | BCBE for damage caused to the customer and/or his/her authorized representatives through transmission errors, technical faults, defects or illegal intervention in networks and equipment shall be accepted.

4.3 The BEKB | BCBE shall not be liable for the consequences of faults and interruptions of service caused e.g. by unlawful intervention in the system (unless it is guilty of culpable negligence).

4.4 The customer is responsible in the relationship with the BEKB | BCBE for all damage and prejudice caused to it by the fact that the data supplied by the customer are not in a proper condition or are incorrect and incomplete. The BEKB | BCBE shall be liable only for culpable negligence and only to the extent that its conduct has contributed to the occurrence of the prejudice.

5. Recall of payment orders

After data transmission, recalls of individual orders or of the entire data file from the BEKB | BCBE can only be effected by means other than the electronic technique. A recall is also only possible if the BEKB | BCBE has not yet begun further processing of the data. Corrections are only possible by recall and placing of a new order.

6. Prices and conditions

Prices and other conditions in connection with the services offered shall be governed by Sec. 8 of the General Conditions of Business.

7. Termination

Termination of participation can be effected at any time by the customer or by the BEKB | BCBE. In that case, the communication diskette must be returned immediately.

I Use of Internet banking

1. Access to Internet banking services

1.1 Technical access to the services shall be effected by means of a service provider chosen by the customer himself/herself and special software via the Internet.

1.2 Access to Internet banking services may be obtained by anyone who has identified himself/herself for use by inputting

- his/her user identification (1st identifying feature),
- his/her personal, freely selectable password (numbers, letters or a combination of the two; 2nd identifying feature),

and, depending on the identifying procedure selected by the customer,

- an additional code taken from the additional code card issued by BEKB | BCBE, or a transaction number from the electronic allocation system (3rd identifying feature).

1.3 The customer shall change the first password sent to him/her by the BEKB | BCBE immediately after receipt.

1.4 Anyone who identifies himself/herself pursuant to Sec. 1.2 shall be regarded by the BEKB | BCBE as authorized to use Internet banking services. The BEKB | BCBE may receive enquiries and orders, together with instructions and notifications from the authorized person within the framework and scope of the selected services and methods of disposal by Internet banking.

The BEKB | BCBE shall be entitled at any time and without stating reasons to withhold information and to refrain from accepting instructions, orders and notifications via the Internet and to require the customer to identify himself/herself in a different way (by signature or attendance in person).

1.5 The customer acknowledges unreservedly all transactions entered on his/her account/deposit account by Internet banking in conjunction with his/her identification features. Similarly, all instructions, orders and notices which reach the BEKB | BCBE by this means shall be considered to have been issued and authorized by the customer.

2. Obligation of the Internet banking subscriber to exercise due care

2.1 The customer is obliged to keep the password and the identifying codes (additional codes/electronic allocation system) secret and to protect them against improper use by unauthorized persons. In particular, the password must not be written down or left in unprotected form on the computer after it has been changed (Section 1.3). The customer bears all risks resulting from the disclosure of his/her identifying features.

2.2 The obligation to respect the secrecy of the password and of the identifying codes (additional codes/electronic allocation system) equally applies to authorized agents. The customer shall therefore also be liable for prejudice caused by the fact that authorized persons make improper use of the identifying features of other authorised agents.

2.3 If there is reason to fear that unauthorized third parties have become aware of the password and/or the additional code or the electronic allocation system of the customer, the password shall be changed immediately and, if necessary, a new additional code card shall be requested from BEKB | BCBE.

2.4 The customer shall bear all the consequences of the use – including the improper use – of his/her identifying features or those of his/her authorized agents.

2.5 The customer is obliged to check his/her postal statements each month and must query any errors or ambiguities in writing with BEKB | BCBE within 30 days. If no query is raised within this 30-day period, the postal statement is deemed to have been approved.

3. Exclusion of liability of the BEKB | BCBE

3.1 The BEKB | BCBE accepts no liability for the accuracy and completeness of the Internet banking data transmitted by it. In particular, information about accounts and deposits (balances, statements, transactions, etc.) and generally accessible information such as stock market prices and currency exchange rates are provisional and not binding. Internet banking data do not constitute binding offers unless they are specifically identified as a binding offer.

3.2 The BEKB | BCBE does not provide the technical access to its services. This is a matter for the customer. The BEKB | BCBE therefore accepts no liability for network operators (service providers) or for the software necessary for this purpose.

3.3 Internet banking traffic takes place via a public network, the Internet. The BEKB | BCBE accepts no liability for prejudice suffered as a result of Internet use. In particular, the BEKB | BCBE is not liable for damage caused to the customer or his/her authorized representative through transmission errors, technical defects, faults or unlawful intervention in network equipment, network overload, deliberate obstruction of electronic access by third parties, Internet faults, interruptions or other inadequacies on the part of the network operators.

3.4 Despite all security measures, the BEKB | BCBE cannot accept liability for the customer's terminal as this is technically impossible (see Sec. 7 for risks).

3.5 The BEKB | BCBE likewise declines all liability for software delivered by it and for the consequences occurring from and during transport of the software via the Internet.

3.6 The BEKB | BCBE reserves the right, if security risks are detected, to interrupt the Internet banking services at any time in order to protect the customer until these risks have been put right. The BEKB | BCBE shall have no liability for prejudice caused through this interruption.

3.7 The liability of the BEKB | BCBE for damage incurred by the customer through non-performance of contractual obligations and for indirect prejudice and consequential damages, such as loss of profit or third party claims, is excluded.

4. Stock market orders

4.1 In some cases, stock market orders are not processed/recorded directly or round the clock. Order may for instance be delayed by technical processing, rules on public holidays, trading hours, trading days on the stock market concerned, etc.

4.2 The BEKB | BCBE accepts no liability for late execution of orders and for prejudice (in particular price losses) suffered if it acted with normal care and attention.

5. Blockage

5.1 The customer may arrange for his/her access or that of his/her authorized representatives to the Internet banking services to be blocked. Such blocking can only be requested during normal business hours and must be immediately confirmed in writing. In addition, the customer or his/her authorized representative may automatically block his/her own access to the Internet banking services if an incorrect identifying code or a wrong password has been entered three times in succession.

5.2 The blockage can only be lifted again with the consent of the customer.

6. Power of attorney

The granting of power of attorney and the scope thereof shall depend on the provisions of the basic contract. Different provisions and Sec. 1.4 above are reserved.

7. Banking secrecy

The customer notes the fact that data is carried via a public network, the Internet, which is accessible to everyone. Data is regularly transmitted across borders without control. This likewise applies to data transmission even if the sender and receiver are both located in Switzerland. The individual data packages are transmitted in coded form but the transmitter and receiver remain unencrypted and their names can be read by third parties. A third party may therefore conclude that a banking relationship exists.

8. Security in Internet banking

8.1 Internet banking

Special attention was given to security in the development of Internet banking. For the security of the customer, a multi-stage security system was developed using cryptographic techniques of a high standard. Because of the encryption, it is in principle impossible for an unauthorized person to view confidential customer account data. However, despite all the safety precautions corresponding to the latest state of the art, absolute security cannot be guaranteed at the level of the BEKB | BCBE or of the customer. The user notes the fact that his/her computer is a particularly weak point in the Internet banking chain.

8.2 Internet

The customer takes note of the following particular risks:

- Insufficient system knowledge and inadequate security precautions may facilitate unauthorized access (e.g. inadequately protected storage of data on the hard disk, file transfers, screen radiation, etc). It is the customer's responsibility to seek detailed information on the necessary security precautions.
- Nobody can rule out the definition of traffic characteristics by the customer's Internet service provider, i.e. this provider is able to trace whom the customer contacted and when.
- There is a risk that a third party may secure unnoticed access to the customer's computer during Internet use.
- There is a risk that when the Internet is being used, computer viruses may be propagated on the computer if that computer enters into contact with the outside world. Virus scanners can assist the customer in his/her security precautions.
- It is important for the customer to work exclusively with software from a reliable source.

9. E-mail

The customer notes the fact that data is transmitted in unprotected form via e-mail. Notifications and orders transmitted by the BEKB | BCBE via e-mail are not binding. The BEKB | BCBE for its part only transmits general information, which is in the public domain, by e-mail.

10. Import and export restrictions

If the customer uses Internet banking applications from another country, he/she notes the fact that he may be infringing import and export restrictions on the encryption algorithms.

J Provisions in respect of payment transactions

I. Common provisions

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 the BEKB | BCBE irrespective of the payment transaction product used to process the transaction. In the event of any inconsistencies between these terms and conditions and the general or special conditions of the particular payment transaction product, the latter shall take precedence.

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

2. Execution of a payment order

2.1 The BEKB | BCBE shall execute a payment order on behalf of the customer at the designated time, providing the necessary information is available to execute the order and providing this is complete, accurate and consistent. In addition, the customer must have sufficient and freely available funds in his/her account when the payment order is executed, or a freely available credit limit sufficient at least to cover the payment order. Furthermore, there must not be any legal or regulatory provisions that preclude execution of the payment order.

2.2 The BEKB | BCBE shall be entitled but not obligated to execute the payment order despite unsatisfactory or missing information, providing this unsatisfactory or missing information can be unequivocally corrected and/or amended by the BEKB | BCBE.

2.3 The BEKB | BCBE may execute a payment order at its discretion despite the absence of sufficient funds.

2.4 If the customer issues multiple orders the total sum of which exceed his/her available funds or available line of credit, the BEKB | BCBE can 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.

2.5 Once the payment order has been executed the account of the customer issuing the order will be debited on the date the order was executed.

3. Collective order

In the case of a collective order each of the individual payment orders must meet all of the conditions under Section I. 2.1. Otherwise the BEKB | BCBE may reject the entire collective order without processing it.

4. Rejection of a payment order

4.1 The BEKB | BCBE shall inform the customer within a reasonable period of time and in an appropriate manner as to the reasons why a payment order has been rejected if the payment order is not executed either because at least one of the conditions (Section I.2.1) has not been met, or, if following the account debit, the order is rejected by another party to the payment transfer (e.g. a payment office or the payee's

financial institution). If the transfer amount has already been debited the BEKB | BCBE shall re-credit the amount to the corresponding account with the value date being the day on which it received the funds.

4.2 If the BEKB | BCBE is itself able to resolve the reason for the rejection of the payment order, it shall be entitled, but not obligated to execute the payment order again, even without consulting the client.

5. Credit and debit date

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

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

6. Credit and debit advices

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

7. Currency conversion/exchange risk

7.1 If the customer does not have an account in the currency of the incoming payment or the payment order with the BEKB | BCBE, the amount shall be credited or debited to an account in a different currency to be designated by the BEKB | BCBE. The current foreign exchange rate (offer/bid) on the date the order is processed will apply for converting the amount to or from the currency of the account.

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

8. Prices

8.1 The BEKB | BCBE is entitled to charge the customer a price both for the processing of payment orders as well as for payment receipts and for any associated additional services (e.g. for reproducing data or manual processing as a result of special client instructions) as well as for currency conversions.

8.2 The BEKB | BCBE can amend the prices. The customer will be notified in the appropriate form of the prices and any amendments to same.

8.3 The BEKB | BCBE has the right to debit the above-mentioned prices directly to the customer's account.

8.4 The BEKB | BCBE is entitled to deduct the above-mentioned prices for incoming payments before crediting the amount to the account.

9. Cut-off times

The customer shall 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 only be executed on the next bank working day.

10. Data processing/transmission

10.1 The customer as the payer agrees that his/her data, in particular his/her name, address and account number/IBAN (International Bank Account Number) can be disclosed during the course of processing transactions in any currency, to the participating financial institutions (in particular domestic and foreign correspondent banks of the BEKB | BCBE), system operators such as e.g. 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.

10.2 The customer as the payee acknowledges that the information disclosed by him/her to the payer may likewise be processed or transmitted via the same systems mentioned above.

10.3 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.

10.4 In addition, the customer acknowledges that in the event of corresponding regulatory, legal or statutory requirements, his/her data must also be disclosed to Swiss authorities or authorized third parties.

II. Country-specific conditions

1. Domestic payments

1.1 Information required in the payment order
The customer must provide the BEKB | BCBE with the following basic information for executing a domestic payment order in any currency:

- payee's first and last name or company name as well as place of domicile/registered offices
- payee's account number/IBAN
- clearing number (or BIC, «Bank Identifier Code») and/or name of payee's financial institution
- amount to be transferred and currency
- requested execution date
- date and signature for written payment orders. The terms and conditions for electronic services apply for electronic payment orders.

1.2 Crediting an incoming payment

1.2.1 To enable an incoming payment to be credited to an account of the payee, the payment order must include at least his/her first and last name or name of his/her company.

1.2.2 The payment order will only be credited providing the main details in the payment order contain no inconsistencies and correspond to those held by BEKB | BCBE.

1.3 Return of an incoming payment

1.3.1 Incoming payments which contain incomplete details or for which the details in the payment order do not correspond to those of the BEKB | BCBE shall normally be returned to the payer's financial institution. The same procedure will be followed should there be other reasons preventing a payment being credited (such as e.g. statutory or regulatory provisions, official decrees, suspended account).

1.3.2 In connection with the return of a credit the BEKB | BCBE is entitled to disclose the reason why the credit was not carried out (e.g. «account closed») to all parties involved in the transaction (including the payer).

2. Cross-border payments

2.1 SEPA payments (Single Euro Payments Area)

2.1.1 Information required in the payment order
The customer must provide the BEKB | BCBE with the following information for executing an SCT payment order¹:

- first and last name or company name and place of domicile/registered offices of the customer issuing the order
- IBAN («International Bank Account Number», i.e. the standardized account number used in connection with international payment transactions) of the customer account to be debited
- the amount to be transferred in euros
- payee's first and last name or company name as well as place of domicile/registered offices
- IBAN of the payee's account to be credited
- BIC («Bank Identifier Code») of the payee's financial institution
- requested execution date
- rules on costs SHA (SHARE – division of charges, i.e. payer and payee pay the costs for their own financial institution)

Messages included in the payment order to the BEKB | BCBE cannot be taken into consideration.

2.1.2 Crediting of an incoming payment

Incoming payments will be credited to the designated IBAN account.

2.1.3 Waiver of data reconciliation for incoming payments with the BEKB | BCBE and the payee's financial institution

2.1.3.1 The customer as payee agrees that the transfer amount will only be credited on the basis of the IBAN stated in the payment order. There is normally no reconciliation check carried out to ascertain whether the payee's name and address matches the IBAN.

2.1.3.2 However, the BEKB | BCBE reserves the right, at its discretion, to carry out this reconciliation check and to reject the payment order if there are inconsistencies in the main points of the information. In the event of a payment order being rejected the BEKB | BCBE is entitled to inform the payer's financial institution of the inconsistencies.

2.1.3.3 The customer as the payer agrees that the amount shall only be credited by the payee's financial institution on the basis of the IBAN contained in the order and without any reconciliation check with the payee's name and address. However, the payee's financial institution can also reserve the right, at its discretion, to carry out this reconciliation check and to reject the payment order if there are any inconsistencies.

2.1.4 Returning an incoming payment

2.1.4.1 Incoming payments that do not contain a valid or any IBAN will normally be returned to the payer's financial institution. The same procedure will be followed should there be other reasons preventing a payment being credited (such as e.g. statutory or regulatory provisions, official decrees, suspended account).

2.1.4.2 In connection with the return of a credit the BEKB | BCBE is entitled to disclose the reason why the credit was not carried out (e.g. «account closed») to all parties involved in the transaction (including the payer).

2.2 Other cross-border payments

2.2.1 Information required in the payment order

The customer must provide the BEKB | BCBE with the following details for executing a cross-border payment order (with the exception of SCT payments in accordance with Section II. 2.1.1):

- payee's name or company name as well as place of domicile/registered offices
- payee's account number/IBAN
- BIC or national bank ID and/or name of the payee's financial institution
- amount and currency of the transfer
- requested execution date
- date and signature for written payment orders. The terms and conditions for electronic services apply for electronic payment orders.

2.2.2 Crediting an incoming payment

2.2.2.1 To enable an incoming payment to be credited to an account of the payee, the payment order must include at least his/her first and last name or name of his/her company.

2.2.2.2 The payment order will only be credited if the main details in the payment order contain no inconsistencies and correspond to those held by the BEKB | BCBE.

2.2.3 Returning an incoming payment

2.2.3.1 Incoming payments which only contain the account number/IBAN of the account to be credited or for which the details in the payment order do not correspond to those of the BEKB | BCBE shall be returned to the payer's financial institution. The same procedure will be followed should there be other reasons preventing a payment being credited (in particular statutory or regulatory provisions, official decrees, suspended account).

2.2.3.2 In connection with the return of a credit the BEKB | BCBE is entitled to disclose the reason why the credit was not carried out (e.g. «account closed») to all parties involved in the transaction (including the payer).

¹ SEPA payments (Single Euro Payments Area) or SCT payments (SEPA Credit Transfer) are domestic and crossborder payment orders in euros covered by the SEPA payment transactions standard.

Regulation on the Savings 3 Foundation of the Berner Kantonalbank AG

Based on Article 82 BVG (Swiss Pension Fund Law), the Savings 3 Foundation of the Berner Kantonalbank AG, hereinafter referred to as the «Foundation», accepts payments into occupational benefits accounts which are exclusively and irrevocably designed to provide such benefits, in accordance with the following provisions:

1. Purpose

According to its statutory purpose, the Foundation purports to accept Savings 3 capital within the meaning of Article 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 possibly also by other organizations or institutions affiliated to the latter.

2. Benefits agreement

The Foundation enters into benefits agreements with the individual private beneficiaries on the basis of this Regulation 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 may not exceed the maximum amount that may be paid in. It is not possible to split an existing Savings 3 benefits credit balance.

3. Forms of benefits schemes

3.1. Benefits accounts

The basis of every benefits agreement is formed by the accumulation of savings capital in individual benefits accounts which the Foundation opens with the Berner Kantonalbank AG, hereinafter referred to as «BEKB | BCBE», in the name of the beneficiary. 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 | BCBE.

The benefits account shall be managed in accordance with the General Terms and Conditions of BEKB | BCBE.

3.2 Investment in securities

Insofar as the balance of the individual benefits account exceeds the basic amount fixed by the Foundation, the beneficiary may instruct the Foundation to buy or sell rights of the respective partner institution of BEKB | BCBE, within the limits of the said sum in excess, by debiting and/or crediting his/her corresponding account. Where dividends are paid on these investments, they shall be treated as interest on the capital. With regard to those shares of the occupational benefits credit balance that are invested in rights, there is no entitlement either to a minimum return or to the maintenance of capital value. The investment risk is borne by the beneficiary. The statutory investment requirements for benefits capital must be respected. Any instructions that are contrary to the statutory investment requirements will not be carried out.

3.3 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 benefits account.

4. Management by BEKB | BCBE

The Foundation Council of the Savings 3 Foundation gives BEKB | BCBE responsibility for managing the Foundation. The authorized signatories of BEKB | BCBE are empowered

Regulation on the Savings 3 Account

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 | BCBE shall report to the Foundation Council on the management at the end of each financial year. The financial year corresponds to the calendar year.

5. Statement of assets

The Foundation shall send 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.

6. Ordinary benefit term

6.1 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 shall be entitled to have the entire benefit capital, including interest and compound interest, paid out to him. 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.

6.2 In the event of death

The benefit capital, including interest and compound interest, likewise falls due in the event of death (cf. Section 8).

6.3 Risk policies

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

7. Premature dissolution and early drawing of benefit

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 shall be 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 erection of residential property for his/her own use and for shares in residential property used by the beneficiary himself/herself.

7.1 Free transferability

Free transferability within the meaning of Section 7b is guaranteed. However, in that case the beneficiary shall terminate the benefits agreement concluded with the Foundation by giving three months notice.

7.2 Promotion 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.

7.3 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 Article 4, paragraph 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.

8. Order of preferred beneficiaries

The following persons are preferred beneficiaries:

- a. in case of survival, the beneficiary
- b. following his decease, the following persons in the order shown below:
 1. the surviving spouse,
 2. direct descendants and natural persons who were to a very large extent subsidised by the deceased person, 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 the maintenance of 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 preferred beneficiaries listed in Section 2b 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 the preferred 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 pursuant to Section 2b for whose maintenance the beneficiary is largely responsible. The person who lived with the beneficiary as his/her partner pursuant to Section 2b, must within one month of the decease of the beneficiary provide the Foundation with written evidence of the fact that they had lived continuously with one another as partners over the course of the last five years.

Where the beneficiary has not defined the entitlements of the preferred beneficiaries in more detail, the Foundation shall distribute the credit balance in equal shares based on the number of persons, if there are several preferred beneficiaries from one group.

9. Payment/deferral of benefit

The entire benefits credit balance becomes due if there are grounds for termination and/or dissolution pursuant to Section 6 respectively 7 of the Regulation and can only be extended in accordance with the statutory requirements. Married beneficiaries must obtain the written consent of the spouse before payments can be made pursuant to Sections 7c) 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 by submitting supporting documentation.

The Foundation reserves the right to seek further clarification. In case of disputes concerning the person of the rightful claimant,

the Foundation is authorized to lodge the benefits credit balance for safekeeping pursuant to Article 96 and 472 et seq. of the Swiss Code of Obligations (OR).

Save the cases provided for in Section 7 (Premature dissolution and early drawing of benefit), the benefits capital may be neither drawn prematurely, nor assigned, nor pledged.

If within 30 days of reaching the ordinary AHV retirement age respectively after the Foundation has been informed of the death of the beneficiary, the preferred beneficiary fails to provide the Foundation with clear instructions as to how the benefit should be paid out, then the Foundation shall be entitled to transfer the benefits that have become due to one of the accounts with BEKB | BCBE in the beneficiary's name. The Foundation is entitled to open an account with BEKB | BCBE for this purpose in the name of the beneficiary. In case of investments in the form of securities pursuant to Section 3.2, the Foundation is entitled to sell the rights pursuant to section 3.2 and to transfer the credit to one of the accounts with BEKB | BCBE in the beneficiary's name.

10. 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-efficient and allowable for tax purposes, the Foundation must receive such payments at an early enough stage to permit them to be posted before expiry of the calendar year. There shall be no retroactive crediting of contributions.

The payment of benefits under a Savings 3 benefits scheme is subject to the disclosure requirement as provided for in the Swiss withholding tax law.

11. Registered partnership

To the extent that this is prescribed by law, registered partners shall be equated to spouses.

12. Amendment of this Regulation

The Foundation reserves the right to amend the provisions of this Regulation at any time. Any such amendment shall be notified to the beneficiary by circular or in some other appropriate way. It shall be deemed to have been approved unless an objection is raised within a month. This without prejudice to amendments of the mandatory legal provisions underlying this Regulation, which shall apply as from their entry into force to this Regulation also.

13. Change of address and personal details

Changes to the address and personal details of the beneficiary (notably his/her civil status) must be notified immediately to the Foundation. The Foundation rejects any responsibility for the consequences of insufficient, late, or inaccurate address details or personal details. The beneficiary shall ensure that contact is maintained between him/her and the Foundation. 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.

14. Fees

The Foundation may charge fixed management fees in return for maintaining and managing an occupational benefits credit balance. Handling fees may be charged for specific services.