



# Basic documents

General Conditions of Business

Provisions on payment transactions

Rules on Savings Accounts and Safe Custody Accounts

Terms and Conditions for AKB Customer Card, AKB Maestro Card,

Terms and Conditions Governing Electronic Communication, e-Banking

Avoidance of Dormant Assets

Automatic Exchange of Information (AEOI)

Deposit insurance

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ORT.ch



**Aargauische  
Kantonalbank**

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This document is an English translation of the original German version. In case of discrepancies, the German version prevails.

# A General Conditions of Business

## **1. Purpose and scope of application**

These General Conditions of Business govern business relationships between the Client and Aargauische Kantonalbank (the “Bank”), subject to any special agreements concluded between the parties. The Bank’s special rules and customary business practice also apply to certain business areas.

## **2. Due diligence and confidentiality**

The Bank undertakes to exercise due diligence in the execution of transactions entrusted to it, and in particular to comply with the Agreement on the Swiss banks’ code of conduct with regard to the exercise of due diligence (CDB). Members of the Bank’s executive bodies and its staff are obliged to maintain the strictest confidentiality concerning the business relationships between the Bank and its clients, in line with the laws applicable in this area.

## **3. Tax liabilities**

The Client hereby confirms that the beneficial owner shall assume responsibility for the fulfilment of tax liabilities as well as any further requirements regarding regulatory reporting obligations in connection with his assets, income or individual transactions.

## **4. Power of disposal**

Only the signatory powers notified to the Bank are binding on the Bank. Such powers remain in force until written revocation is sent to the Bank, irrespective of commercial register entries or publications to the contrary.

An account or safe custody account may be opened by more than one person. In so doing, the clients shall be liable to the bank as joint debtors in accordance with Article 143 et seq. of the Swiss Code of Obligations for all claims of the bank, even if they arise as a result of instructions from or obligations of an individual account holder. Unless otherwise agreed, those authorised each have individual power of disposal in respect of the account.

The Client may appoint a third party to represent him in dealings with the Bank. To this end, the Bank will require a power of attorney in writing, which generally must be drawn up using the corresponding Bank form and furnished to the Bank. The Bank may require the signature to be certified.

Unless otherwise agreed, no power of attorney granted lapses on either the death or incapacity of the donor, or the bankruptcy of either the donor or the holder of the power of attorney.

### **5. Verification of signatures and authentication**

The Bank will exercise the due diligence customarily expected of a bank when verifying the signatures of clients, their representatives and attorneys. If the Bank fails to exercise such diligence, it bears any loss or damage arising out of the failure to detect authentication errors and forgeries.

### **6. Incapacity**

The Client is responsible for any loss or damage arising out of his incapacity or that of third parties, unless incapacity on his part has been published in the official gazette of the Canton of Aargau and incapacity on the part of his attorneys or other third parties has been notified to the Bank in writing.

### **7. Communications and dormant assets**

Clients undertake to inform the bank immediately should any changes be made to their personal situation, e.g. change in home address, name (e.g. through marriage) or citizenship. In the event that their assets become dormant, their rights will be safeguarded in full, and no deviation from the contractually agreed terms will be permitted unless it is deemed to be in their interest. The fees and charges normally levied by the Bank continue to apply in the case of dormant assets. The Bank may also invoice any costs incurred by it in carrying out enquiries or for the special treatment and monitoring of dormant assets.

Communications from the Bank are deemed to have been duly delivered if they are sent to the most recent address provided by the Client or have been deposited elsewhere on the basis of instructions from the Client.

The date appearing on copies or dispatch lists in the Bank's possession is deemed to be the date of dispatch. Mail retained by the Bank is deemed to have been delivered on the date shown on it.

## **8. Transmission errors**

The Client is responsible for any loss or damage arising out of the use of the postal service, telegraph, telephone, telex, fax, e-mail and other forms of communication or transmission, in particular due to misunderstandings, loss, delay, distortion, irregularity or duplication, provided the Bank has exercised the customary diligence.

## **9. Inadequate execution of orders**

If any loss or damage occurs due to non-execution or inadequate execution of orders (excluding all investment activities, and in particular stock exchange orders), the Bank is liable only for the loss of interest unless it has been informed of the impending risk of greater loss or damage in the specific case concerned.

The Bank's liability lapses if the Client does not have sufficient funds. Where there is more than one order and the total of such orders exceeds the available funds or any credit facility granted, the Bank may, at its discretion and without regard to dates or times of receipt, decide which of the orders is to be executed in whole or in part.

## **10. Client complaints/delays**

Complaints from the Client regarding the execution or non-execution of orders of any type, as well as objections to invoices or safe custody account statements and other notices, must be submitted immediately following receipt of the notification concerned, but in any event no later than the period set by the Bank, failing which the execution or non-execution and the corresponding statements and notices are deemed to have been approved.

If a notification expected from the Bank is not received, the objection must be raised as soon as the notification would have reached the Client under normal business and postal delivery conditions. The Client bears any loss or damage resulting from failure to register a complaint in time.

## **11. Right of lien and set-off**

The Bank has a right of lien in respect of all assets which it holds for the Client's account, either at its own premises or elsewhere, as well as a right of set-off in respect of all claims arising out of the banking relationship, irrespective of due date or currency. This also applies to

loans and credit facilities involving special collateral and those without collateral.

The Bank may choose to realise the pledged assets by either forced or private sale as soon as the Client is in default. The Bank may enforce the right of lien by instigating proceedings for attachment or bankruptcy against the Client. The Bank may act in its own name in any realisation proceedings.

### **12. Prohibition of assignment**

The Client is not permitted to assign to third parties claims against the Bank without the latter's written consent (Article 164 et seq. of the Swiss Code of Obligations (OR)).

### **13. Conditions**

The Bank may levy fees and charges for its services.

The interest, commissions, default interest as well as fees, charges, taxes and the like, either customary or set by the Bank at any time, are credited on a one-off, quarterly, half-yearly or annual basis at the Bank's choice, unless some other special arrangement has been reached with the Client. The Bank reserves the right to amend its interest and commission rates (including fees on credit balances) at any time, in particular in response to changed market conditions; the Client will be informed of such changes in writing or by another appropriate method. The Bank reserves the right to contractually agree with the Client revised fees for its services at any time. The Bank will inform the Client in good time about planned amendments to the conditions. Unless the Client provides a written declaration within 30 days of receiving the information that the client does not consent to the change or changes, the Client's consent will be assumed.

### **14. Current account transactions**

Statements of account issued by the Bank to which no objection is received within 30 days of delivery are also deemed to have been approved if the Bank does not receive a confirmation document which the Client is required to sign. The express or tacit acceptance of a statement of account extends to the approval of all items listed in it, and also includes any reservations expressed by the Bank. In the case of incoming payments in favour of a client who has more than one debit position

at the Bank, the Bank reserves the right to decide which debit position the payments are to be offset against.

### **15. Foreign currency accounts**

The equivalents corresponding to client balances in foreign currencies are invested in the Bank's name but for the Client's account and at the Client's risk at correspondent banks either inside or outside the corresponding currency area that the Bank regards as reliable. In particular, the Client bears the risk associated with legal or official regulations and restrictions as well as any taxes and deductions applying in the countries involved.

The Client may dispose of credit balances in foreign currencies by sale, cheque transactions and transfers without further formality; other forms of disposal require the approval of the Bank.

### **16. Crediting of funds in foreign currencies**

The crediting of funds received in foreign currencies takes place in Swiss francs using the rate applicable on the date on which the credited amount is received by the Bank, unless the client has issued instructions to the contrary or holds an account in the corresponding currency. If the client only holds foreign currency accounts, the Bank may credit the amount at its own discretion in one of these currencies.

### **17. Redebiting of bills of exchange, cheques and other documents**

If bills of exchange, cheques or other documents submitted for collection or discounted are not paid or the proceeds are not freely available, the Bank may automatically redebit funds credited; however, the Bank retains its claims arising out of the securities against any obligor until any debit balance is settled.

### **18. Outsourcing of banking services**

The Bank may engage third parties to provide individual services (data processing, payment transactions, etc.) who are specifically selected, instructed and subject to the same due diligence requirements as apply to the Bank itself. Any outsourcing of services abroad will only be carried out by the Bank after notifying the customer in advance and granting a right of termination.

## **19. Legal obligations on the part of the Aargauische Kantonbank**

The Client accepts that upon opening or during the term of the business relationship circumstances may arise which obligate the Bank on account of its need to exercise due care or comply with statutory regulations to freeze assets, report the existence of the relationship to a competent authority, decline a request to pay out cash, refuse to accept assets or terminate the business relationship.

The Client is required upon the request of the Bank to furnish it with the information it needs to fulfil its statutory investigation or reporting obligations.

## **20. Data protection, bank client confidentiality, clarifications and reporting requirements**

The Bank is authorised to store, process and use customer data and data from third party sources and use it to create profiles.

These are used by the Bank in particular in order to provide the customer with individual advice, bespoke offers and information about the Bank's products and services and for market research, marketing and risk management purposes. This applies in particular to the following data: master data, financial data and data about customer needs. The Bank will publish the principles according to which it processes personal data on the internet at [akb.ch/datenschutz](http://akb.ch/datenschutz).

The Bank may record and save telephone calls and communications via electronic channels without prior notification and may use this data for the purpose of meeting statutory or regulatory requirements, for quality assurance purposes and as evidence.

Executive bodies, employees and agents of the Bank are subject to various duties of non-disclosure given data protection, bank client confidentiality and other regulations. The Client hereby releases the Bank, its executive bodies, employees and agents from these duties of non-disclosure and waives the bank client confidentiality in respect of address clarifications and transactions and services provided by the Bank to the Client (e.g. payment transactions, purchase, delivery, storage and sale of securities or custody account assets, foreign exchange and precious metals transactions, derivative/OTC transactions, etc.), in particular if they are foreign transactions.



In this connection, the Bank is both authorised and commissioned to make disclosures to third parties in Switzerland and abroad involved in such transactions and/or services (e.g. stock exchanges, brokers, banks, trade repositories, clearing and third party depositaries, issuers, authorities or their agents and others third parties involved) so that the transactions or services can be provided and to ensure compliance with laws, regulations, contractual and other requirements, business and commercial practices and compliance standards. Further information on the disclosure of client data in the context of these transactions and services is available at [akb.ch/offenlegung](http://akb.ch/offenlegung).

The Bank is authorised to obtain information on the Client in respect of his or her capacity to act, creditworthiness and solvency (including from the child and adult protection authorities, debt enforcement offices, the Central Office for Credit Information and the public building insurance companies), as well as details of the Client's current residential address, from qualified third parties.

The Client acknowledges/releases the Bank from its obligation of confidentiality, insofar as this is necessary to safeguard its legitimate interests, in particular:

- where the Client initiates legal proceedings against the Bank
- to secure the claims of the Bank and recover collateral of the Client or third parties
- where the Bank's claims against the Client are being collected
- where the Client makes allegations against the Bank in the public domain or with authorities in Switzerland or abroad
- to prevent returned mail.

## **21. Termination of business relationships**

The Bank reserves the right to terminate existing business relationships, in particular loans granted or paid out, with immediate effect. In this event, any claims will be due and payable immediately. This also applies to credit facilities and loans with a fixed term or notice period, where in the Bank's opinion the Client's financial circumstances no longer justify the continuation of existing business.

Customary bank default interest is payable on all claims, including interest, from the due date onwards unless otherwise agreed in writing. If the Client also fails to notify the Bank within the stipulated grace period to where the assets and credits that the client has deposited at

the bank are to be transferred, the Bank may physically deliver or liquidate these assets and send the proceeds as well as any Client credit still available with discharging effect to the last known mailing address in the form of a check made out in a Client-defined currency. The Bank is entitled to delete accounts without credit that have not been used by the Client in the previous 12 months without notifying the Client in advance and may, if necessary, end the business relationship.

## **22. Public holidays**

For the purposes of all business transactions with the Bank, Saturdays are regarded as equivalent to national public holidays.

## **23. Changes to the basic documents**

The Bank reserves the right to amend the General Conditions of Business as well as the other basic documents, business conditions and rules at any time. Such amendments will be communicated to the Client by circular mail or another appropriate means, and will be deemed to have been accepted unless an objection is raised within 30 days of delivery.

## **24. Applicable law/place of jurisdiction/ place of performance and debt enforcement**

All legal relations between the Client and the Bank are **subject to Swiss law**. The place of performance and debt collection for Clients domiciled outside Switzerland and **exclusive place of jurisdiction for all types of legal proceedings is Aarau**.

The Client and the Bank may agree in writing that another place of jurisdiction will apply. In this event, the alternative place of jurisdiction will take precedence over Aarau.

The Bank may take action against the Client at the competent court of the Client's place of domicile or any other competent court.

# B Terms and Conditions Governing Aargauische Kantonalbank Payment Services

## A. Common terms and conditions

### 1. Scope of application

1.1 The following Terms and Conditions apply to the execution and receipt of domestic and cross-border transfers (“payment orders”) in all currencies. They apply to all payment orders processed via Aargauische Kantonalbank (the “Bank”), regardless of which payment transaction product is used to process the transaction. In the event of a conflict between these Terms and Conditions and the general or specific terms and conditions relating to the payment transaction products concerned, the latter take precedence.

1.2 These Terms and Conditions supplement the Bank’s General Conditions of Business and are an integral part of them. In the event of a conflict between the General Conditions of Business and these Terms and Conditions, the latter take precedence.

1.3 These Terms and Conditions governing payment services do not, however, apply to transactions processed using credit cards, debit cards, customer cards or direct debits.

### 2. Execution of payment orders

2.1 The Bank executes payment orders on the Client’s behalf at the stipulated time, provided that the information required for execution is available and is complete, accurate and free of contradictions. At the time the payment is executed, the Client must also have sufficient freely available funds or a freely available credit facility on the account that is to be debited amounting to at least the value of the payment order to be carried out. Moreover, no payment orders may be executed that infringe either legal or regulatory provisions.

2.2 The Bank is authorised, but not obliged, to execute the payment order even where the information is inadequate or absent if it can unambiguously correct and/or rectify any deficiencies in the information provided. If no execution date is stipulated, the Bank may execute the payment order on the day following processing.

2.3 The Bank may at its discretion decide to execute a payment order even though insufficient funds are available.

2.4 Once the payment order has been executed, the account stipulated by the originating Client is debited as of the execution date (value date).

2.5 As the originator, the Client acknowledges and accepts that the beneficiary's financial institution may credit the funds solely on the basis of the stated IBAN/account number, without cross-checking it against the beneficiary's name and address. The beneficiary's financial institution may also reserve the right to carry out such a cross-check at its own discretion, and to reject the payment order if any discrepancies are noted.

### **3. Pooled orders**

For pooled orders, all the requirements listed under A. 2.1 above must be satisfied for every individual payment order. If this is not the case, the Bank may reject the entire pooled order unprocessed.

### **4. Standing orders**

Revised versions, changes to and deletions of standing orders must be lodged at the Bank at the minimum five bank business days before the execution date. Otherwise, they can generally only be accounted for with the next order release/at the next due date. The Bank reserves the right to delete standing orders in justified individual cases, subject to 30 days notice prior to the execution date, and to inform the client accordingly.

### **5. Rejection of payment orders**

5.1 The Bank will normally, within a reasonable time and in an appropriate form, inform the Client of the reason for rejection if a payment order is not executed because one or more of the conditions set out in A. 2.1 is not satisfied or if, after the account has been debited, the transaction is rejected by another party (e.g. a clearing house or the beneficiary's financial institution) that is involved in the payment transfer. If the funds transferred have already been debited, it will credit the returned funds to the account concerned, the value date being the date on which they are received by the Bank.

5.2 If the Bank is able to rectify itself the problem that led to the payment order being rejected, it may (but is not obliged to) re-execute the payment order without first consulting the Client.

## **6. Changes to and recall of payment orders**

Recalls and changes to executed payment orders are forwarded by the Bank to the recipient bank. However, it is not the responsibility of the Bank to determine whether the recall results in a repayment or whether the change request is accepted. Any third party fees and fees charged by the Client's own bank for such changes and recalls shall be borne by the Client irrespective of the outcome.

## **7. Crediting of incoming payments**

7.1 For an incoming payment to be credited to an account of the beneficiary client, it must include at least the latter's surname and first name or company name, as well as the account number or IBAN.

7.2 The beneficiary Client acknowledges and accepts that the funds transferred will be credited solely on the basis of the IBAN/account number stated in the payment order. No cross-checking with the name and address of the beneficiary Client will normally take place.

7.3 The Bank reserves the right to carry out such cross-checking at its discretion, and to reject the payment order if there are any material discrepancies. In the event of such a rejection, the Bank may notify the originator's financial institution of the discrepancies.

## **8. Retransfers of incoming payments**

8.1 Incoming payments that do not contain an account number/IBAN, contain an incorrect account number/IBAN or contain only the account number/IBAN of the account to be credited, or where there is a contradiction between the information in the payment order and that held by the Bank, are normally returned to the originator's financial institution. The same procedure applies if the funds cannot be credited for other reasons (e.g. legal or regulatory provisions, official orders or closure of account).

8.2 In the instances specified in section 8.1, the Bank may investigate the background to an incoming payment and obtain corrected or amended payment instructions from the instructing party's financial institution with regard to a potential credit so that a decision can be made in terms of whether to issue a credit, retransfer funds or freeze assets. The Client is not entitled to derive any claims against the Bank due to any resulting delays.

8.3 When retransferring funds under such circumstances, the Bank may disclose to all parties involved in the transaction (including the originator) the reason for the failure to credit (e.g. "Account closed").

## **9. Date of crediting and debiting**

9.1 If the debiting or crediting date is a Saturday, Sunday or (bank) holiday, the Bank may carry out the crediting or debiting on the next bank working day unless otherwise agreed with the Client.

9.2 The Client acknowledges and accepts that the crediting of beneficiaries may also be delayed by arrangements in other countries covering bank working days and bank holidays.

## **10. Credit and debit advices**

Credit and debit advices are normally provided to the Client within 30 days at the most unless a special agreement has been concluded regarding the time of delivery and/or the form and nature of the notices.

## **11. Reverse postings**

In the case of erroneous or incorrect postings by the Bank, the Bank has the right to cancel these postings at any time without consulting the Client (reverse posting).

## **12. Currency conversion/exchange-rate risk**

12.1 If the funds transferred are in a currency other than that of the specified account, the Bank may credit these funds to an account of the Client in the currency concerned.

12.2 If there is no account in the Client's name at the Bank that is in the currency of the incoming payment or payment order, the funds are credited to or debited from an account specified by the Bank in another currency. Currency conversions into or out of the account currency are made using the bid or ask exchange rate applying on the day of processing.

12.3 Any exchange-rate risks (e.g. in the event that funds are re-credited following rejection) are borne by the Client.

## **13. Country and currency-specific features**

Country or currency specifics (legal or regulatory restrictions, political unrest, natural disasters, etc.) may result in delays or non-execution of payment orders. Accordingly, the Bank reserves the right to discontinue all or part of its payments to certain countries or to certain currencies at any time. The Client will be suitably informed about such restrictions or discontinuation. Rules and specifics governing payment transactions to and from the respective countries are to be observed by the Client. The Bank is not liable for delays or non-execution of payment orders and incoming payments or increased costs resulting from country and currency-specific particularities.

#### **14. Cover payments**

The Bank reserves the right to credit incoming payments in foreign currency with a cover payment (purchase of the corresponding currency by another financial institution) only after definitive confirmation of the receipt of cover by the correspondent bank. However, if the Bank credits the incoming payments to the account immediately, it reserves the right to debit the account at any time, if the cover does not arrive within two banking days from the correspondent bank. This shall not affect any other agreements.

#### **15. Fees**

15.1 The Bank may charge a fee for processing payment orders and incoming payments, the associated additional services (e.g. reproduction of data or manual work required due to specific Client instructions), and currency conversions. The current fees are shown in the brochure "Services and Prices for Private Clients and SMEs".

15.2 The Bank may debit fees charged direct against the Client's account.

15.3 In the case of incoming payments, the Bank may deduct the fees charged before crediting the funds concerned.

#### **16. Cut-off times**

Cut-off times will be notified to the Client in an appropriate form. If the payment order is not delivered by the Client until after the relevant cut-off time, the payment will not normally be executed until the next bank working day.



## **17. Processing and sharing of data**

17.1 As originator, the Client agrees that his data, in particular his name, address and account number/IBAN may be disclosed to financial institutions (in particular the Bank's correspondent banks in Switzerland or abroad), system operators (such as SIX Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication) involved in the processing of transactions in any currency, as well as to beneficiaries in Switzerland and abroad, and that all the above may share data for processing or backup purposes with third parties in other countries that have been commissioned by them to provide those services.

17.2 As beneficiary, the Client also acknowledges and accepts that data disclosed by him to the originator of the order may also be processed or shared via the above systems.

17.3 The Client further acknowledges and accepts that data sent outside Switzerland are no longer protected by Swiss law but are instead subject to the law of the foreign country concerned, and that foreign laws and official orders may require these data to be shared with the authorities or other third parties.

17.4 The Client also acknowledges and accepts that on the basis of official, court or statutory orders his data may be disclosed to the Swiss authorities or authorised third parties.

## **B. Terms and Conditions for Specific Countries**

### **B.1 Domestic payments**

#### **18. Information required in payment orders**

For domestic payment orders to be executed in any currency, the Client must normally provide the bank with the following information:

- Surname and first name or company name, residence/registered office of the beneficiary;
- Account number or IBAN of the beneficiary;
- Clearing number (BIC Bank Identifier Code where appropriate) and/or name of the beneficiary's financial institution;
- Amount to be transferred and currency;
- Desired execution date for the payment order;
- Date and signature (for written payment orders).

For electronic payment orders, the terms and conditions governing the electronic service concerned also apply.

### **B.2 Cross-border payments**

#### **B.2.1 SEPA payments\***

#### **19. Information required in payment orders**

For SEPA payment orders<sup>1</sup> to be executed, the Client must provide the Bank with the following information:

- Surname and first name or company name, residence/registered office of the originating client;
- IBAN (International Bank Account Number, i.e. the standardised account number used in international payment transactions) of the account belonging to the originating Client that is to be debited;
- Amount to be transferred **in euros**;
- Surname and first name or company name, residence/registered office of the beneficiary;
- IBAN of the beneficiary account that is to be credited;
- BIC (Bank Identifier Code) of the beneficiary's financial institution;
- Desired execution date for the payment order;
- Date and signature (for written payment orders).

Other conditions:

- Expenses regulation is necessarily SHA (SHARE = sharing of charges, i.e. originator and beneficiary pay the prices of their own financial institution).
- Notifications to the beneficiary can only be made in the designated field.
- Further payment instructions to client bank, originator bank or the beneficiaries are not allowed.
- The payee's financial institution participates in SEPA.

The respective conditions and terms governing the electronic service apply to electronic payment orders. If any one of the required details is missing, the compulsory allocation of costs is not complied with, or further instructions are included in the payment order, the order is executed not as a SEPA payment order but as a payment order under B.2.2.

## **B.2.2 Other cross-border payments**

### **20. Information required in payment orders**

For cross-border payment orders to be executed (requirements for SEPA payments: see B.2.1), the Client must provide the bank with the following information:

- Name or company name, residence/registered office of the beneficiary;
- IBAN or account number of the beneficiary;
- BIC and/or name of the beneficiary's financial institution;
- Amount to be transferred and currency;
- Desired execution date for the payment order;
- Date and signature (for written payment orders).

For electronic payment orders, the terms and conditions governing the electronic service concerned also apply.

\* SEPA (Single Euro Payments Area) payments and SCT (SEPA Credit Transfer) payments are domestic and cross-border payment orders in euros made using the SEPA standard for payment transactions.

# C Rules on Savings Accounts

## **1. General**

Aargauische Kantonbank (the “Bank”) accepts funds for deposit in savings accounts on the basis of the terms and conditions set out in these Rules.

## **2. Savings account**

The Bank administers savings deposits in the form of savings accounts.

## **3. Conditions**

Special conditions apply to each type of savings account. In particular, the Bank sets the interest rate, minimum balance, maximum interest-bearing balance, duration of interest payments and the repayment and notice conditions on the basis of market circumstances, and communicates these by displaying them in sales areas or by another appropriate means.

## **4. Limitations**

The Bank may limit the use of the savings accounts to particular groups of people. It may also limit the number of identical savings accounts per person.

## **5. Personal details**

Savings accounts bear a number and are issued solely in the name of the account holder. The personal details and address must always be supplied when opening savings accounts or books. In the case of savings accounts for young people, the basic documents must be signed when the account is opened by all persons with parental responsibility at that time. The Bank must be informed of any changes without delay. The Bank disclaims all responsibility for any consequences resulting from the supplying of inaccurate or inadequate information.

## **6. Verification of identity**

For savings accounts, the Bank undertakes to check the signatures of the clients and their authorised representatives with the care customarily expected of a bank. It is not obliged to carry out any further verification of identity.

## **7. Deposits**

Deposits may be made at any branch of the Bank or at other cantonal banks. Transfers may be made.

## **8. Withdrawals**

Withdrawals under 3 above may be made at all branches of the Bank and, to a limited extent, at other cantonal banks. The Bank may carry out transfers on payment of a higher fee. Withdrawals in cash must be signed for by the recipient. Overdrafts are not permitted.

## **9. Exceptional circumstances**

The Bank may temporarily limit acceptance of deposits and repayment, extend notice periods and impose stricter withdrawal conditions in response to exceptional circumstances. Any such measures come into force when displayed in the Bank's client areas.

## **10. Interest conditions**

Deposits bear interest at the applicable conditions set by the Bank from the day of deposit until the date of repayment. The Bank may pay different rates of interest depending on the level of funds in the account and the nature of the deposit. Credit balances withdrawn from the account within two months of its opening do not bear interest. Interest is added to the capital on 31 December each year, and interest is thereafter paid on the combined sum.

## **11. Accounting**

The level of funds in the savings account is determined on the basis of the Bank's own accounts. Authorised holders of savings accounts are sent account statements periodically. These statements are deemed to have been approved by the account creditor unless any objections are received by the Bank within 30 days of delivery. Responsibility for taxes, deductions and any fees lies with the account creditor.

## **12. Offsetting**

The Bank may at any time offset the funds in a savings account against any claims it may have against the account creditor or the latter's legal successors.

## **13. Notice**

Notice by the account creditor must be communicated either in writing or verbally to the Bank. The notice becomes invalid if the funds covered by the notice are not withdrawn within 30 days of the end of the notice period.

The Bank may give notice in respect of savings at any time by sending a registered letter to the last known address of the account creditor or by publication in the official gazette of the Canton of Aargau.

Funds on which notice has been given cease to bear interest once the notice period has expired. The statutory limitation period for the claim begins to run when notice is given.

## **14. Withdrawals without notice**

Provided the Bank has not imposed any terms and conditions to the contrary for the individual types of savings accounts withdrawals may be made without notice:

- a. to pay for Bank short-term notes and subscribed securities of all types;
- b. to purchase securities and foreign currencies in the form of cash or book money;
- c. to pay due interest and instalments on mortgages, loans and credit facilities granted by the Bank. The Bank may also pay out any funds without a notice period, but in this case will deduct interest.

In the case of a sum being withdrawn that exceeds withdrawal limit or non-compliance with the notice period, there will be an automatic charge for a non-compliant withdrawal for the amount exceeding the limit.

## **15. Concluding provisions**

These rules replace the rules of safings and deposit books and accounts of 1 December 1998. They came into force on 1 May 2010.

# D Rules on Safe Custody Accounts

## General

### 1. Scope of application

These Rules on Safe Custody Accounts apply to assets and objects of value deposited in a safe custody account at the Bank.

### 2. Acceptance

The Bank accepts assets and items of all types (the "Safe Custody Assets") to be kept, booked and administered in an open or sealed deposit, as appropriate.

The Bank may refuse to accept Safe Custody Assets or require them to be withdrawn without giving reasons.

Safe Custody Assets will only be accepted for storage in an open deposit if they are of the quality customary at the place of safekeeping when deposited.

The Bank may check Safe Custody Assets deposited by the safe custody account holder or third parties to establish whether they are genuine or subject to any blocking reports, without thereby assuming any liability.

The check is carried out on the basis of the documents and information available to the Bank. Foreign Safe Custody Assets are submitted to the custodian for checking.

### 3. Confirmation of receipt

When items are deposited, the Bank provides the safe custody account holder with confirmations of receipt that may not be transferred or pledged. For all other safe custody account deposits, the notices of receipt or invoices will be deemed to constitute confirmations of receipt.

### 4. Due diligence

The Bank undertakes to keep, book and administer the Safe Custody Assets entrusted to it with the same diligence as it would its own assets.

### 5. Duration of the agreement

The agreement is concluded for an unlimited period. It does not lapse upon the death, incapacity or bankruptcy of the safe custody account holder. The safe custody account holder and the Bank may unilaterally terminate it at any time with immediate effect.

## **6. Safe custody account statement**

The Bank sends the safe custody account holder a safe custody account statement periodically, normally at the end of the year. The Bank will issue further statements at the special request of the safe custody account holder.

Valuations of the safe custody account contents are based on approximate rates and prices drawn from sources of information customarily available to the Bank. The values indicated are intended purely as guidelines and are not binding on the Bank.

The safe custody account statement is assumed to have been accepted as correct and approved unless an objection is raised within 30 days of delivery. The Bank may require the safe custody account holder to sign a confirmation document.

## **7. Return of items deposited**

The safe custody account holder may request the return or transfer (except for global certificates) of the Safe Custody Assets at any time, and the Bank will comply within the customary period. However, the above will be subject to binding legal provisions, rights of pledge or retention or other liens of the Bank as well as other contractual agreements (e.g. notice periods). The securities and other valuable objects deposited will be returned against receipt.

Before returning the items, the Bank will check the recipient's authorisation, but without assuming any responsibility in this respect. Where Safe Custody Assets are returned from a collective safe custody account, there is no entitlement to particular numbers, denominations, years etc.

## **8. Multiple safe custody account holders**

If a safe custody account is set up in the name of more than one person, all may dispose of the account individually, unless otherwise agreed.

The safe custody account holders are jointly and severally liable for any claims of the Bank arising out of the safe custody account relationship.

## **9. Safe custody account fee/compensation for expenditures, taxes and duties**

The Bank's compensation is based on the applicable schedule of fees and may be debited quarterly, half-yearly or annually. The safe custody account holder will receive a copy of the applicable schedule of fees.

The Bank reserves the right to amend the schedule of fees at any time, giving due notice to the safe custody account holder.



Where assets are deposited with custodians outside Switzerland, the custodian's fee will be debited in addition to the other fees. The Bank may separately invoice administrative actions (collection of capital and income, exercise of subscription rights, share splits etc.), expenses (including delivery expenses), additional safe custody account statements and exceptional tasks (securities deliveries, safe custody account transfers etc.).

All taxes and deductions are borne by the safe custody account holder.

#### **10. Transport insurance**

Dispatch of Safe Custody Assets is carried out for the account and at the risk of the safe custody account holder. Unless otherwise stipulated by the safe custody account holder, the Bank will arrange insurance and declarations of value at its discretion.

#### **11. Right of lien**

The safe custody account/Safe Custody Assets (capital and income) are subject to a right of lien for all existing and future claims of the Bank against the safe custody account holder. This right of lien also includes all book-entry securities, specifically securities where printing of certificates has been deferred.

#### **12. Amendments to the Rules on Safe Custody Accounts**

The Bank reserves the right to amend the Rules on Safe Custody Accounts at any time. Such amendments will be communicated to the safe custody account holder in writing by delivery to the most recent address provided to the Bank or by another appropriate means, and will be deemed to have been accepted unless an objection is raised within 30 days of delivery.

#### **13. Applicable law and place of jurisdiction**

All legal relations between the safe custody account holder and the Bank are **subject to Swiss law**. The place of performance and debt collection for safe custody account holders domiciled outside Switzerland and **exclusive place of jurisdiction for all types of legal proceedings is Aarau**.

The Bank may take action against the safe custody account holder at the competent court of the Client's place of domicile or any other competent court.

## Special provisions for open deposits

### 14. Form of storage

The Bank is expressly authorised to deposit the Safe Custody Assets for storage with another custodian, in its own name but for the account and at the risk of the safe custody account holder. Unless otherwise instructed, the Bank is also authorised to deposit the Safe Custody Assets for storage by security class in the Bank's collective safe custody account, or in collective safe custody accounts of a depositary or collective safe custody centre. This does not apply to Safe Custody Assets which by their nature or for other reasons must be stored separately. Safe Custody Assets redeemable by drawing may also be stored in collective safe custody accounts. The Bank will distribute Safe Custody Assets redeemed by drawing among the safe custody account holders by means of a second drawing, with all entitled parties being given the same consideration as with the first drawing.

Safe Custody Assets that are traded wholly or predominantly outside Switzerland are normally stored in the relevant trading country, or moved there at the safe custody account holder's expense and risk if they are deposited into the account elsewhere. Where Safe Custody Assets are kept in collective safe custody in Switzerland, the safe custody account holder has a right of co-ownership in respect of the holdings in the collective safe custody account that is commensurate with the Safe Custody Assets deposited by him. Safe Custody Assets that are deposited for storage outside Switzerland are subject to the laws and practices applying at the place of storage. In the event that foreign legislation precludes or impedes the return of any Safe Custody Assets held in storage outside Switzerland, the Bank's sole obligation is to ensure that the safe custody account holder has a pro rata claim to return of the assets at a correspondent bank of its choice in the location where the assets are stored. Safe Custody Assets registered in the name of the holder are normally recorded in the safe custody account holder's name. The Bank is expressly authorised, but not obliged, to carry out all necessary registration procedures on the safe custody account holder's behalf, including the issuing of transfer authorisations. If it is not customary or possible to register assets in the safe custody account holder's name, the Bank may arrange for the Safe Custody Assets to be registered to a nominee company or in its own name, in both cases for the account and at the risk of the safe custody account holder.

### **15. Deferred printing of certificates**

If the printing of certificates for Safe Custody Assets has been or can be deferred, the Bank is authorised:

- a. to arrange for the cancellation of existing certificates;
- b. for as long as the Safe Custody Assets are administered by the Bank, to perform the customary administrative actions, issue the necessary instructions to the issuer, and obtain the required information from the issuer;
- c. to request the issuer to print and issue securities at any time;
- d. to act as principal for stock-exchange orders.

### **16. Custody account administration**

The Bank will, without requiring special instructions from the safe custody account holder, perform the customary administrative actions such as:

- a. overseeing drawings, notice, maturities, subscription rights, conversions and partial redemptions of Safe Custody Assets;
- b. collection of due interest, dividends and re-payable capital, as well as other distributions;
- c. sale or "at-best" realisation of subscription rights and options that have not been exercised;
- d. obtaining new coupon sheets and exchanging securities.

Subject to a specific order issued in good time by the safe custody account holder, the Bank will arrange for:

- a. the purchase and sale of Swiss and foreign securities subject to the conditions governing securities trading. Orders for securities that are traded on an official exchange are normally processed via that exchange. However, securities may also be traded over the counter provided execution is not carried out at terms inferior to the relevant official market price at the time of conclusion, and provided the originator of the order has not issued explicit instructions to the contrary;
- b. receipt of interest and due capital repayments on mortgage certificates for the account of the safe custody account holder, provided the borrowers have been instructed to make payments to the Bank. The Bank will not normally instigate debt collection proceedings in such instances;

- c. subscriptions for and conversion of bonds;
- d. payments in respect of securities that are not fully paid up;
- e. exercising of subscription rights and options, as well as their purchase or sale;
- f. issuing of statements for tax purposes.

In the case of registered shares of unlisted companies without a coupon, administrative actions are carried out only if the delivery address for dividends and subscription rights is that of the Bank. If instructions from the safe custody account holder are not received in time, the Bank is authorised, but not obliged, to act at its own discretion.

When carrying out all administrative actions, the Bank will be guided by the customary sources of information for the sector that are available to it, but assumes no responsibility in this respect.

### **17. Electronic exchange**

Except in cases of gross negligence or malicious intent, the Bank is not liable for any loss or damage suffered by the safe custody account holder as a result of:

- a. partial or complete unavailability of the stock exchange system;
- b. faults in the hardware or software provided;
- c. incorrect or incomplete data processing and dissemination;
- d. user errors or interference with the gateway;
- e. loss or damage incurred as part of the emergency procedure;
- f. other system failures or technical problems.

### **18. Proxy voting rights**

The Bank will exercise proxy voting rights only on the basis of powers of attorney and instructions granted to it in writing.

### **19. Credits and debits**

Credits and debits are booked to an account at the Bank that has been designated by the safe custody account holder. In the absence of instructions to the contrary, sums in foreign currency are converted into Swiss francs.

Changes to account instructions must be received by the Bank no later than five bank working days before the due date.

## **20. Portfolio management/wills**

The Bank will, on the basis of a special agreement, undertake the management of entire portfolios, the safekeeping of wills, marriage contracts etc, as well as the distribution of estates and execution of wills.

## **Special provisions for sealed deposits**

### **21. Deposit requirements**

Sealed deposits must be sealed with wax or lead in such a way that they cannot be opened without damaging the seal. The cover must bear the exact address of the safe custody account holder and normally an indication of the value.

### **22. Contents**

Sealed deposits may only contain valuables and certificates. Under no circumstances may they contain items that are flammable or in any other way dangerous, or which are unsuitable for storage in a bank. The safe custody account holder is liable for any loss or damage resulting from an infringement of these rules.

The Bank reserves the right to inspect the contents of the deposit in the presence of the safe custody account holder. In exceptional cases where this inspection has to be made at a later time without the safe custody account holder being present, the Bank will draw up a report of the contents of the deposit for evidential purposes.

### **23. Liability**

The Bank is liable only for loss or damage that is caused by its gross negligence and for which documentary evidence is provided by the safe custody account holder. The Bank's liability is in all cases limited to the proven value, and in any event no more than the declared value. In particular, the Bank disclaims responsibility for loss or damage caused by atmospheric conditions, force majeure and natural hazards. It is the safe custody account holder's responsibility to insure the Safe Custody Assets.

On reclaiming the Safe Custody Assets, the safe custody account holder must immediately report any damage to the seal or packaging. The safe custody account holder's confirmation of receipt releases the Bank from all liability.

# E Terms and Conditions for Using AKB Customer Cards with Personal Identification Number (PIN)

## 1. Services

The Client may use his customer card, together with a personal identification number (the "PIN Code") that is automatically assigned to him and that the client may subsequently select himself, to make cash withdrawals and deposits from/to his account at Aargauische Kantonalbank, and request certain information about his account, at Aargauische Kantonalbank ATMs.

## 2. Permitted users

The Bank decides on the types of accounts for which a customer card with a PIN Code will be issued.

The services set out in 1 above can also be used with authorised user customer cards.

Before revoking a power of attorney, the account holder must ensure that the authorised user's customer card is returned to the Bank.

## 3. Due diligence

The Client is obliged exercise due diligence in taking care of the card, protect it against damage, and keep the PIN Code secret. The PIN Code may not be written on the customer card or kept together with it.

In addition, the PIN Code may not consist of combinations of numbers that can be easily deduced (date of birth, passport/ID number, telephone number etc.). The customer card remains the property of the Bank, which may require it to be returned at any time, and in particular when the account is closed.

The authorised card user must not share his customer card, in particular by giving it to third parties or making it accessible to them in any way.

## 4. Cash withdrawals

Withdrawals may only be made up to the amount of the available funds or credit facility granted or up to the amount of the withdrawal limits per issued card specified by the Bank. The Bank is authorised to decline transactions if insufficient funds are available on the account. It is the responsibility of the account holder to inform any authorised representatives of such withdrawal limits.

The Bank may debit all sums in connection with the use of the customer card to the account for which the customer card is issued.

## 5. Scope of access

The customer card provides access to the account printed on the card and to any further accounts linked to that account. The Bank offers no warranty as to the correctness and completeness of information that can be called up via the AKB ATMs.

## 6. Deposits

Deposits may be made at ATMs provided for this purpose, either using the PIN Code or, using special "deposit cards", without a PIN Code. The amount of the deposit will be displayed on the ATM so that it can be checked. The funds deposited will not become the responsibility of the Bank until they have been confirmed by the Client. The Client acknowledges and accepts all transactions carried out using his customer card and that of his authorised representative(s), as well as the associated credits. The Client must follow the instructions on the screen scrupulously. In exceptional cases, an ATM may offer a "Deposit" function for depositing notes. By using this function, the Client acknowledges that the deposited money will be subsequently counted and booked manually. The Bank's responsibility for the safe-keeping of the envelopes begins upon the envelopes being inserted into the deposit ATM and the compartment then being closed correctly. **A maximum of 80 notes or CHF 20,000 per envelope or 300 notes or CHF 50,000 per client may be deposited per day.** The envelopes are removed periodically and the content of the envelopes is subsequently checked by Bank employees. **The cash amounts counted by the Bank shall be acknowledged as correct by the Client, even if they do not correspond to the amount typed in.**

## 7. Authentication, risk and liability

Any person who authenticates themselves by inserting the customer card and entering the associated PIN code in a machine equipped for this purpose is deemed to be authorised to withdraw cash using that customer card, even if that person is not the actual authorised card user. The Client acknowledges and accepts all transactions carried out using his customer card or that/those of his authorised user(s), as well as the associated account debits and credits.

Any loss or damage arising out of the loss and/or misuse of the card or the PIN Code is borne by the Client unless the Bank has been grossly negligent. The Bank disclaims all liability in the event that withdrawals, deposits or account queries at ATMs are impossible for any reason (e.g. technical faults).

### **8. Loss and blocking**

Loss of the customer card and/or the PIN Code must be reported to the Bank without delay. The Bank may block a customer card either on its own initiative or at the request of the Client if misuse has occurred or there is a risk of such misuse occurring. Blocking can be required only be carried by the map-giving chance bank. The costs connected to the inhibition can be charged to the account.

### **9. Monitoring**

For security reasons and in order to enable it to investigate any criminal activity, the Bank is authorised to monitor the area surrounding the AKB ATMs electronically and to make and retain video recordings.

### **10. Cancellation/restriction of use**

The Bank may cancel or restrict the use of ATMs in general or in respect of individual clients at any time, at its discretion.

### **11. Supplementary provisions**

The Bank's General Conditions of Business apply in addition to these Terms and Conditions.

### **12. Amendments to these Terms and Conditions**

The Bank may amend these Terms and Conditions at any time. Amendments will be communicated to the Client in writing or by another means that the Bank considers appropriate, and will be deemed to have been accepted unless an objection is raised within 30 days of delivery.



# F Terms and Conditions for Using the AKB Maestro Card

## General terms and conditions

### 1. Uses (functions)

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

- for cash withdrawals in Switzerland and abroad (see 13–22);
- to pay for goods and services in Switzerland and abroad (see 13–22);
- for other services provided by the issuing bank (see 23–27).

### 2. Account relationship

The Maestro card is always linked to a specific account (the “Account”) at the issuing bank (the “Bank”).

### 3. Authorised card users

Both the account holder and other persons with account authorisation can be authorised card users. The Maestro card is always issued in the name of the authorised card user.

### 4. Ownership

The Maestro card remains the property of the Bank, which may require it to be returned at any time, and in particular when the account is closed.

### 5. Fee

The Bank may charge the account holder fees for issuing the Maestro card and authorising it as well as for processing the transactions made using it. These fees must be communicated in an appropriate form. The fees are debited from the account on which the Maestro card is issued.

### 6. Due diligence requirements for the authorised card user

**The authorised card user has certain duties of diligence, in particular:**

#### a. signing the card

The authorised card user must sign the Maestro card in the designated area immediately upon receiving it.

#### b. Safekeeping

The Maestro card and Maestro PIN must be treated with particular care and must be kept separate from each other.

**c. Non-disclosure of Maestro PIN**

The Maestro PIN must be kept secret. The authorised card user may not under any circumstances share it with other persons. In particular, the Maestro PIN may not be written on the Maestro card or kept with it in any way, even in an altered form. The PIN code must always be concealed upon entering it.

**d. Changing the Maestro PIN**

Maestro PINs changed by the authorised card user must not consist of combinations of numbers that can be easily deduced (such as telephone numbers, dates of birth, car registration numbers etc.).

**e. Sharing the Maestro card**

The authorised card user must not share his Maestro card, in particular by giving it to third parties or making it accessible to them in any way.

**f. Reporting loss**

If the Maestro card or Maestro PIN is lost or if the Maestro card is retained by a machine, the contact designated by the issuing bank must be informed without delay (see also 18 and 22).

**g. Requirement to check statements and report discrepancies**

The account holder must check the relevant account statements immediately upon receiving them and report any discrepancies, in particular debits due to misuse of the card, to the Bank without delay, and in any event no later than 30 days after receiving the statement for the period concerned. The loss report form must be completed, signed and returned to the Bank within 10 days of receipt.

**h. Reporting to the police**

The authorised card user must report any criminal activities to the police. The client must make all reasonable efforts to assist in the investigation of any loss event and minimise the resulting loss or damage.

**7. Requirement for sufficient funds**

The Maestro card may only be used if sufficient funds (in the form of a credit balance or credit facility) are available on the account. The Bank is authorised to refuse transactions if insufficient funds (credit balance or granted credit limit) are available on the account.

## **8. Bank's entitlement to debit**

The Bank is authorised to debit all sums in connection with the issuing, management and use of the Maestro card (as in 1 above) (see 17 and 24) from the account.

The Bank's right to debit remains in force without limitation in the event of disputes between the authorised card user and third parties and the merchants.

Amounts in foreign currencies are converted into the currency of the account.

## **9. Validity and renewal of the card**

The Maestro card is valid until the end of the date indicated on it. Subject to proper conduct of business and unless the authorised card user expressly waives renewal of the card, 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 card may be cancelled by either party at any time. Revocation of a power of attorney under 3 above is deemed equivalent to a cancellation.

Upon cancellation, the Maestro card must automatically be returned to the Bank without delay. Early recalling or return of the card will not result in any claim to reimbursement of the annual fee.

Regardless of the cancellation, the Bank remains entitled to debit from the account all sums resulting from use of the Maestro card before it is actually returned.

## **11. Amendments to these Terms and Conditions**

The Bank reserves the right to amend these Terms and Conditions at any time. Amendments will be communicated in an appropriate form and are deemed to have been approved unless the Maestro card is returned before the amendments come into force.

## **12. General Conditions of Business**

In all other respects, the Bank's General Conditions of Business apply.

## Use of the Maestro card for cash withdrawals and payments

### 13. Cash withdrawal function

The Maestro card can be used at any time, together with the Maestro PIN, to make cash withdrawals from appropriately designated ATMs in Switzerland and abroad or, by signing a transaction receipt, at appropriately designated providers, up to the limits set for the Maestro card.

### 14. Payment function

The Maestro card can be used at any time to pay for goods in Switzerland and abroad, either together with the Maestro PIN or by signing a transaction receipt at appropriately designated providers, up to the limits set for the Maestro card.

### 15. Maestro PIN (= code number)

The Maestro PIN is delivered to the authorised card user separately from the Maestro card in a sealed envelope. The Maestro PIN is a six-figure code number specific to the card that is generated by machine and is not known either to the Bank or to third parties. If more than one Maestro card is issued, each card receives its own Maestro PIN.

### 16. Changing the Maestro PIN

Authorised card users are recommended to select a new Maestro PIN consisting of six numbers at an ATM equipped for this purpose. This PIN will then immediately replace the previous PIN. The PIN may be changed as often as desired and at any time. To increase protection against misuse of the Maestro card, the Maestro PIN chosen must not consist of combinations that can easily be deduced (see 6 d.) or be written on the Maestro card or kept with it in any way, even in altered form.

### **17. Authentication, debiting and burden of risk**

Anyone who legitimises themselves through the use of the Maestro card by

- entering the Maestro PIN into a device configured for the purpose
- making a contactless payment with the contactless function or
- signing the transaction receipt

shall be deemed to be entitled to make the cash withdrawal or pay for goods or services with the Maestro card. This also applies if that person is not the authorised card user. Accordingly, the Bank is authorised to debit from the account all amounts and electronically registered transactions legitimised in this way. This means that the risks associated with the misuse of the Maestro card are borne by the account holder.

### **18. Acceptance of responsibility in the absence of fault**

Provided that the authorised card user has complied with the Terms and Conditions for using the Maestro card in all respects (in particular the due diligence requirement under 6 above) and is not at fault in any other way, the Bank will assume responsibility for any loss or damage suffered by the account holder as a result of misuse of the Maestro card by third parties in its functions as a cash withdrawal or payment card. This also includes loss or damage arising out of forgery or counterfeiting of the Maestro card. The authorised card users and their spouses, as well as any persons living with them in the same household, are not to be regarded as third parties. No responsibility will be assumed for loss or damage that is covered by an insurance policy, or any consequential loss or damage of any kind. Upon accepting the compensation, the account holder shall assign a claim from the loss event to the Bank. Upon the reassertion of the assigned claim, the account holder shall release the Bank from bank-client confidentiality in accordance with Art. 47 of the Swiss Banking Act (BankG).

### **19. Technical faults and interruptions to service**

Technical faults and interruptions to service that prevent the use of the Maestro card as a cash withdrawal or payment card will not give rise to any claim for compensation from the Bank in favour of the authorised card user.

### **20. Limits**

The Bank sets a limit for each Maestro card issued and communicates this limit in an appropriate form. It is the responsibility of the account holder to inform any authorised representatives of such limits.

### **21. Transaction receipts**

When making cash withdrawals at most ATMs, the authorised card user receives a transaction receipt on request; when paying for goods and services, this transaction receipt is provided either automatically or on request. Accordingly, the Bank does not itself send out any debit advices.

### **22. Blocking**

The Bank may block the Maestro card at any time without first informing the authorised card user and without giving reasons.

The Bank will block the Maestro card when the authorised card user expressly requests it, reports the loss of the Maestro card and/or the Maestro PIN, or cancels the card. Authorised card users who do not have a power of attorney over the account may only block Maestro cards that have been issued in their name.

Blocking may only be requested from a contact designated by the issuing bank. The Bank may debit the account for any charges made using the Maestro card during the standard period before the block takes effect.

The costs associated with the block may be debited from the account. The block will only be removed when the account holder has given his written consent to the Bank.

## Maestro card for additional Bank services

If the Maestro card is used with the Maestro PIN at machines belonging to Aargauische Kantonalbank, the following terms and conditions will apply in addition to 1–12 (General terms and conditions), 13–22 (Use of the Maestro card for cash withdrawals and payments) above:

### 23. Permitted access

Access is granted to the account printed on the Maestro card and any accounts linked to that account. The Bank offers no warranty as to the correctness and completeness of information that can be called up via the AKB ATMs.

### 24. Deposits

Deposits may be made using the PIN Code at any ATM provided for this purpose. The amount of the deposit will be displayed on the ATM so that it can be checked. The funds deposited will not become the responsibility of the Bank until they have been confirmed by the Client. The Client acknowledges and accepts all transactions carried out using his Maestro card and that of his authorised representative(s), as well as the associated credits. The Bank disclaims all liability in the event that deposits at ATMs are impossible for any reason (e.g. technical faults). The client must follow the instructions on the screen scrupulously. In exceptional cases, an ATM may offer a "Deposit" function for depositing notes. By using this function, the Client acknowledges that the deposited money will be subsequently counted and booked manually. The Bank's responsibility for the safekeeping of the envelope begins upon the envelope being inserted in the deposit ATM and the compartment being reclosed correctly. **A maximum of 80 notes or CHF 20,000 per envelope or 300 notes or CHF 50,000 per client may be deposited per day.** The envelopes are removed periodically and the content of the envelopes is subsequently checked by Bank employees. **The cash amounts counted by the Bank shall be acknowledged as correct by the client, even if they do not correspond to the amount typed in.**

### **25. Restrictions on use**

Withdrawals will be rejected if there are insufficient funds on the account or no adequate credit facility has been granted.

Cash withdrawals are limited to a daily limit of CHF 4,000 (or the equivalent in foreign currency). The amount of these limits is independent of the number of Maestro cards or Kantonalkbank customer cards with PIN issued.

### **26. Monitoring**

For security reasons and in order to enable it to investigate any criminal activity, the Bank is authorised to monitor the area surrounding the AKB ATMs electronically and to make and retain video recordings.

### **27. Notices and instructions to Aargauische Kantonalkbank**

Notices and instructions to Aargauische Kantonalkbank are deemed to originate from the account holder.



# G Terms and Conditions Governing Electronic Communication with Aargauische Kantonalbank

## **General provisions**

The Client or his legal representative or representative appointed by him (e.g. authorised representatives, authorised signatories, e-Banking users, parents of minors, advisers, etc.) can arrange electronic communication with the Bank. In this case, the following provisions apply both to clients and third parties exchanging information with the Bank on electronic channels. This applies in particular, but not exclusively, to communication via e-mail, SMS, e-Banking, mobile applications (“apps”) and other electronic channels. The Client acknowledges that the written communication and the communication in electronic or other form are equally binding.

The Bank shall bear costs resulting from the use of the mentioned communication channels only in case of a breach of the obligation to comply with due care by the Bank, its employees or auxiliary staff. In particular, there is no obligation on the part of the Bank to reconcile information and instructions provided by the Client or a representative to the Bank with other information and instructions issued by the Client. The Bank is not responsible for the Client’s equipment and software. The Bank excludes any liability for damages incurred by the Client as a result of transmission errors, technical defects, interruptions, faults or unlawful interventions by third parties in the data transmission facilities.

## **Specific provisions governing email communication**

The Client or his representative may agree on one or more email addresses for communication with the Bank. All transmissions of the sender which are to be assigned to these agreed email addresses are legally binding for the Client. Insofar as the Client or his deputy discloses an email address to the Bank, the client grants consent subject to withdrawal at any time, that the Bank may send to the agreed address, without limitation, customer-related information via email, including those that are subject to banking secrecy.

The Client acknowledges and agrees that communication via email over public networks (World Wide Web) is unprotected and can be intercepted, read and modified by third parties. Even if the sender and recipient are in Switzerland, the transmission of emails is often cross-border and goes unchecked. In addition to the content, the sender and recipient of the e-mail can also be identified by third parties and therefore it is possible to draw conclusions about an existing connection to the Bank.

If the Client or his representative communicates with the Bank via email, the client agrees to provide information and instructions via the internet. For the transmission of confidential information and orders, the Bank recommends encrypted communication and the use of secure email or communication via the e-Banking channel.

**Payment and stock exchange orders are always to be transmitted via e-Banking. The Bank is not obligated to execute payment and stock exchange orders transmitted via email.**

The Bank is on no account liable for damages resulting from the use of email by the Client or from non-or late execution of orders placed by the Client via email.

The emails of the parties are deemed delivered when they have arrived in the recipient's mailbox.

The successful delivery of emails is not guaranteed by the Bank. It excludes any liability for damages due to late or unsuccessful delivery of emails.

# H Terms and Conditions for Using Aargauische Kantonalbank e-Banking Services

## General

### 1. e-Banking services

The e-Banking services provided by Aargauische Kantonalbank (the "Bank") are set out in the relevant prospectuses and are also contained in the product descriptions obtainable from the Bank's website (akb.ch). The data traffic between the Client and the Bank that is governed by these Terms and Conditions relates to banking transactions that have their basis in separate agreements/documents. In respect of the e-Banking service which the Client wishes to use, these Terms and Conditions take precedence over any conflicting rules in the General Conditions of Business.

### 2. Access to e-Banking services

Access to e-Banking services is granted to any person who has authenticated themselves when using the service concerned. Authentication is performed by inputting the authorisation features assigned by the Bank. Attention is explicitly drawn to the fact that any person who is able to supply the authorisation features to the Bank will be recognised as an authorised person ("User"). This may also be the Client/Account Holder himself. Sharing and protection of the authorisation features are the responsibility of the individual User. Users should also refer to 3 below.

The following authorisation features apply:

- for e-Banking:  
identification number, personal password and additional code (as per the authentication procedure described at akb.ch).
- for CantoConnect:  
contract number, communication key (located in a key file on a data storage medium created by the Bank) and a personal password. Users who have obtained access to the Bank via software user management and the Client's key file will also be deemed authorised and therefore authenticated. The Client is responsible for installing the key file (working with the software provider where appropriate).

The Bank reserves the right to introduce other methods of authentication. The Client/User must change the initial password/code number supplied to him by the Bank immediately after receipt.

Any person who has authenticated themselves in accordance with 2 will be deemed by the Bank to be an authorised User entitled to use the services in question. The Bank may permit enquiries made by and receive orders and notices from this authorised User within the scope of the selected services and types of disposal, irrespective of the internal legal relationship to the User or Account Holder and regardless of commercial register entries, publications or rules set out in the signature documents in the Bank's possession that state otherwise, and without further checking their authorisation in respect of the accounts notified to the Bank. The Bank may also refuse to provide information or accept instructions, orders and notices at any time without giving reasons, and may insist that the Client/User authenticate himself in another way (by signature or face-to-face meeting). The Client/User accepts without reservation all transactions booked to accounts named in his User Declaration and any other user declarations that have been carried out using his authorisation features or other user authorisation features but without a written order. Similarly, all instructions, orders and notices received by the Bank via this method will be deemed to have originated from and been authorised by the Client/User.

### **3. Due diligence**

The Client/User must treat the authorisation features required for the service in question as confidential and protect them against misuse by unauthorised persons. In particular, the password may not be recorded or stored unprotected on the Client's computer once it has been changed. Authorisation features must not under any circumstances be handed over or otherwise made available to third parties. They must be transmitted solely within Aargauische Kantonalbank's e-Banking or mobile banking services and must not be entered on a website of a third party provider. The Client bears all risks arising out of the disclosure of his own authentication features or those of the Users.

The duty to treat the authorisation features as confidential applies to each individual Client/User separately. The Client will be liable for any loss or damage arising out of misuse by Users of the authorisation features of other Users.

If there is reason to believe that unauthorised third parties have obtained knowledge of the authorisation features employed by the Client to use the e-Banking service concerned, or of Users, the Client must change the authorisation feature concerned immediately, or request a new feature from the Bank. The Client bears all risks arising out of the use or misuse of his authorisation features or those of other Users unless the Bank has been grossly negligent.

The Client bears all risks arising from the – including abusive – use of his authorisation features or those of other users, unless the Bank is guilty of gross negligence.

The Client/User must check all data input by him to ensure that they are complete and correct. Responsibility for data sent by Users remains with the Client/User until confirmation has been received from the e-Banking system.

#### **4. Disclaimer of liability by the Bank and its employees**

The Bank offers no warranty as to the correctness and completeness of the data supplied by it. In particular, information relating to accounts and safe custody accounts (balances, statements, transactions etc.) as well as generally accessible information such as market prices and exchange rates is deemed to be provisional and not legally binding. e-Banking data will not constitute a binding offer unless explicitly indicated as such.

The Bank will not arrange technical access to its e-Banking services. This is the responsibility of the Client alone. In particular, the client acknowledges and accepts that the Bank does not distribute the software required for client operations. The Bank therefore offers no warranty as to the availability and functionality of network operators (providers) or of software used by the Client himself. e-Banking activities are conducted via public telephone lines and networks that are not subject to special protection. The Bank disclaims all liability for loss or damage suffered by the Client/User as a result of transmission errors, technical faults, interruptions, malfunctions or illegal infiltration of telecommunications equipment, network operators or software employed by the Client/User.

Despite all the security measures used, the Bank disclaims all responsibility for the terminal device used by the Client/User and for any data contained therein.

Moreover, the Bank disclaims all liability for any data storage media (floppy disks, CD-ROMs etc.) supplied by it and for the data contained in such media (bank parameter file, browser etc.), and for the consequences of their use. The Bank also disclaims all liability for any consequences arising out of and during the transport of the data storage media or data via public facilities (e.g. the postal service, Internet etc.). It will only install software and software updates in exceptional cases, with the Client's written consent required in each case, and will invoice the Client for the costs of such installation.

Provided it has exercised due diligence, the Bank will not be liable for the consequences of faults and interruptions.

If security risks are identified, the Bank reserves the right to suspend the e-Banking service at any time to protect the Client/User, until such risks have been eliminated. The Bank disclaims all liability for any loss or damage arising out of this interruption.

The Bank disclaims all responsibility for loss or damage suffered by the Client as a result of failure to comply with contractual obligations and for indirect or consequential loss or damage such as loss of profits or third-party claims.

In the event of minor negligence, the Bank disclaims all responsibility for loss or damage caused by its agents in the exercise of their duties.

The Client will be responsible to the Bank for any loss or damage that occurs if the data records delivered by him or the data supplied by him are not in an orderly state or are incorrect or incomplete.

The Bank will be liable only for gross negligence and only to the extent that its conduct contributed to the resulting loss or damage.

## **5. Blocking**

The Client may have his or the Users' access to e-Banking services blocked. Blocking may only be arranged during the times stated on the Bank's website ([akb.ch](http://akb.ch)) at the branch indicated there, and must be confirmed to the branch without delay by registered letter.

For a number of e-Banking services, blocking can be carried out directly via the system. It should be noted that such blocks relate only to the e-Banking service concerned and not to any other authorisations that may be in force.

The block can only be removed on the basis of a written order from the Client.

Similarly, the Bank may block/cancel the Client's/User's access to individual services at any time without giving reasons and without prior notice if it considers that the circumstances render this appropriate.

## **6. Provisions on powers of attorney**

Users' authorisation to use the e-Banking services remains in force until revoked in writing via a registered letter addressed to the Bank. It is explicitly stated that any authorisation issued will not lapse upon the death or incapacity of the Client/User, but will remain in force until revoked, regardless of any commercial register entries or publications to the contrary.

Deletion of any signatory powers or User powers of attorney on the Client's signature documents deposited with the Bank will not immediately result in removal of the authorisation to use e-Banking services; an express written revocation is required.

## **7. Bank-client confidentiality**

The Client acknowledges and accepts that data are transported via an open telecommunication medium that is accessible to anyone. While being communicated, data are regularly sent across borders without any checks being carried out. This also applies to data transmission when both sender and recipient are in Switzerland. Although individual data packets are transmitted in encrypted form, the sender and recipient details are not encrypted, and may therefore be read by third parties. It may therefore be possible for third parties to infer that a banking relationship with AKB exists.

## **8. Import and export restrictions**

e-Banking Clients/Users acknowledge and accept that the use of e-Banking services from outside Switzerland may infringe foreign law (export restrictions for encryption algorithms etc.).

It is the Client's responsibility to familiarise himself with such restrictions. The Bank disclaims all liability in this respect.

### **9. Local legal restrictions on use**

The Aargauische Kantonalbank website is not intended for persons who (for example due to their place of residence or nationality) are subject to the jurisdiction of a country in which legal or regulatory restrictions or prohibitions are in force regarding publication of or access to bank websites.

### **10. Client details**

e-Banking Clients/Users agree that the Bank may use client data obtained from the electronic banking services for internal marketing purposes.

### **11. Termination of the agreement**

Either party may terminate the e-Banking agreement (User Declaration) at any time by registered letter. **The bank reserves the right to deactivate or rather to delete e-Banking agreements (e.g. no login), which have not been used during the last 12 months or longer.**

### **12. Statutory provisions clause**

Any statutory provisions governing the operation and use of individual e-Banking services (Internet etc.) will continue to apply and, as soon as they come into force, will also apply to existing connections to an electronic banking service.

The Client acknowledges that there may be additional restrictions as regards e-Banking services and functionalities for clients/users domiciled in certain countries.

### **13. Severability clause**

If one or more of the provisions of these Rules is or becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining provisions.

### **14. Amendments to the terms and conditions for e-Banking services**

The Bank may amend the terms and conditions and the e-Banking offering at any time. It will notify the Client in writing of any such changes, allowing sufficient time for him to, for example, block his



e-Banking access to new services. If the Client fails to comment on the amendment to the terms and conditions and/or services within one week of their being announced, the amendment will be deemed to have been accepted. Similarly, the Bank may amend the content of the User Declaration and the product descriptions on the AKB website (akb.ch) at any time.

### **15. General Conditions of Business**

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

### **16. Place of jurisdiction/applicable law**

Any disputes arising out of the contractual relationship are **subject to Swiss law**. The place of performance, place of debt collection for Account Holders/Clients/Users domiciled outside Switzerland and sole **place of jurisdiction for all legal action is Aarau**. However, the Bank may take action against the Account Holder/Client/User at the competent court of his place of domicile or any other competent court.

## **Special terms and conditions for e-Banking services**

### **17. For e-Banking**

17.1 Technical access to e-Banking takes place via a direct dial connection using the public telephone network, which is not subject to any special protection, via the Internet, via a provider chosen by the Client or via other means of communication that are not yet in common usage.

17.2 Notices and orders sent via e-Banking e-mail are not binding on the Bank. The Bank will send only general, publicly available information via e-mail.

17.3 Stock-exchange orders cannot be executed round the clock. The trading hours of the Bank and the stock exchanges are published on the website (akb.ch).

17.4 Unless instructions to the contrary are issued, the holder will automatically have access via e-Banking to both the accounts/safe custody accounts designated at the time that the e-Banking User Declaration is signed, and to all accounts/safe custody accounts opened in the holder's name at a later date, to the extent of the usual options.

17.5 The Client/User/Account Holder acknowledges and accepts that written notices and notices provided in electronic or other form are equally binding. Electronic account/safe custody account documents are deemed to have been delivered if they are made available within the e-Banking environment and can be called up by the Client/User. This also applies if the Client does not or is unable to access e-Banking either temporarily or permanently. Account/safe custody account documents are made available electronically for a maximum of 15 months. Once the Client/User/Account Holder has called up the account/safe custody account documents, these will continue to be available for a further month, after which time they can be provided only in paper form and on payment of a fee. Once the PDF account/safe custody account documents have been called up for the first time, the Client/User will be responsible for their storage/safekeeping.

The Account Holder takes responsibility and will be liable for any loss or damage arising out of failure to open the electronic statements or advices in due time. This applies in particular to notices that contain deadlines/periods (e.g. direct debits with right of revocation). No warranty can be given that documents transmitted electronically will be recognised in administrative or other legal proceedings. The data held by the Bank are legally binding.

The Account Holder acknowledges and accepts that if the client is not himself a e-Banking user and an application is made for the e-documents service, the client will cease to receive paper notices (except account closing statements). Any objections to transactions are governed by the Bank's General Conditions of Business.

17.6 Particular importance was paid to security when developing e-Banking. The encryption means that it is not possible with the current state of knowledge for any unauthorised person to view confidential client data.

However, not even the latest security precautions employing state-of-the-art technology can provide absolute security for either the Bank or the Client.

The Client acknowledges and accepts that:

- his and other Users' computers are the particular weak point in e-Banking.
- inadequate system knowledge and lack of security precautions may facilitate unauthorised access (e.g. insufficient protection of data stored on the hard disk, file transfers, electronic eavesdropping etc.).
- it is impossible to prevent the Client's internet service provider from compiling internet usage profiles, enabling it to identify who the Client contacted and when.
- there is a latent danger that a third party may obtain access to the computer undetected while the Internet is being used (e.g. via Java, ActiveX applications, viruses and Trojan horses).
- there is a risk of computer viruses infecting the computer when the Internet is being used.

## **18. For CantoConnect**

18.1 Communication takes place via public communication links that are not subject to special protection (in particular, telecommunications facilities and public networks such as the Internet).

The Bank disclaims all liability for loss or damage suffered by the Client/User as a result of transmission errors, technical faults, malfunctions or illegal infiltration of telecommunications equipment.

18.2 Before payment order data records (DTA files) are sent to the Bank, a record of the files to be transmitted must be compiled, with full details of their contents. The Client/User must keep this record for a period of at least 30 working days in a form such that the file may be supplied to the Bank again at short notice if required.

18.3 Once the data have been transferred, individual orders or the entire file may only be recalled from the Bank outside the e-Banking communication service, and only if the data have not yet been forwarded by the Bank. Corrections may only be made by recalling the order and reissuing it using the above method.

## 19. Mobile banking

19.1 In general, the same security measures are to be observed as for AKB e-Banking (see entire Section F.)

19.2 The following points should also be observed:

- The client/user must always activate the device blocking code for their mobile device.
- The client/user must not save their access data, such as their contract number and password, on their mobile device.
- The client/user must ensure that their contract number and password are entered in a secure manner.
- The client/user is responsible for installing updates to their operating system.

19.3 Clients/users are also reminded of the following important points:

The use of mobile banking is associated with certain risks, in particular:

- Disclosure of the banking relationship as well as bank-client information to third parties (e.g. when the end device is lost, information is saved in the browser cache, or PDF documents are downloaded), to the extent that bank-client confidentiality can no longer be guaranteed under certain circumstances;
- System interruptions or other transmission errors which can cause delays, distortions, misroutings or deletions of information;
- Misuse with harmful consequences due to the interception of information by third parties;
- Querying of information upon loss of the end device;
- Observation by third parties during use in public areas (e.g. train, tram);
- In the case of modifications to the operating system (e.g. "Jailbreak" for iPhone and "Rooting" for Android) by the user.

# I Avoidance of Dormant Assets

## **1. Changes of address and name**

Please inform the Bank immediately if you move to a new address or the name we use to contact you changes, for example if you get married.

## **2. Special instructions**

Notify the Bank if you will be away for an extended period and you wish communications from the Bank to be forwarded to a third party's address or retained by the Bank during this time.

## **3. Issuing a power of attorney**

It is generally a good idea to appoint someone as your authorised representative whom the Bank can contact should your assets become dormant.

## **4. Trusted individual/wills**

Another way of preventing your assets from becoming dormant is to tell someone you trust about your banking relationship. However, the Bank can only provide information to this person if you have supplied it with a written authorisation to this effect. You can also refer to the assets deposited with the Bank in a document such as a will, in which case the Bank must be named.

## **5. Individual advice**

The Bank will be happy to provide you with individual advice and assist you in any way possible. For details, please contact us: tel. 062 835 77 77.

## **6. Guidelines for banks on dealing with dormant assets**

The Board of Directors of the Swiss Bankers Association has issued guidelines for Swiss banks on the treatment of dormant assets.

These require banks to take the following actions:

- **Immediate actions**

As soon as a bank becomes aware that communications sent to a client by mail can no longer be delivered, for example because the address provided is no longer valid, it should endeavour with due care to establish the new address. In so doing, it may commission third parties to undertake investigations. Such third parties are of course bound by the same duty of confidentiality as the bank's employees. Bank-client confidentiality is therefore maintained. The banks will also comply with specific or alternative instructions issued by the client, to the extent permitted by the guidelines and the law.

- **Actions to be taken when assets are identified as dormant**

If a Swiss bank's enquiries are unsuccessful or if it is impossible to contact a client for other reasons, it is obliged to:

- record these clients' assets centrally within the bank,
- earmark the assets so that they can be reported to the central claims office. This body is equipped with the latest security precautions. Its members are bound by bank-client confidentiality to the same extent as the banks' employees.

## **7. Consent to checks**

Within the scope of the aforementioned immediate measures, the bank is authorised to obtain information on the client's home address (including from municipalities or address-search companies).

## **8. Safeguarding of rights even where assets are dormant**

The rights of clients remain intact even if their assets become dormant. No deviation from the contractually agreed terms will be permitted unless it is deemed to be in the Client's interest. This means that, for instance, current account balances and the like may be transferred to investments with a conservative risk profile, such as savings accounts, short-term notes or investment fund units. Savings accounts will be continued in accordance with the Bank's terms and conditions applying at the time. The same applies to portfolio management agreements, except where the investment objective conflicts with the apparent interests of the Client.

## **9. Costs**

The fees and charges normally levied by the Bank will continue to apply in the case of dormant assets. The Bank may also debit to the Client any costs incurred in carrying out investigations or for the special treatment and monitoring of dormant assets. Such investigations will be carried out subject to the principle of proportionality, in particular having regard to the amount of the assets involved.

# J Automatic Exchange of Information (AEOI)

## **1. Purpose of the Automatic Exchange of Information and how information is used**

The purpose of the AEOI is to prevent tax evasion where assets are kept abroad. Under the AEOI, financial institutions, particularly banks such as Aargauische Kantonalbank, must collect financial information about tax-liable clients based abroad and disclose this information each year to the Swiss Federal Tax Administration (SFTA), which, in turn, passes this data on to the competent authorities of the client's country of domicile. This transferred data may only be used for the agreed purpose of the AEOI, i.e. to ensure correct taxation.

## **2. Reportable persons under the AEOI**

Under the AEOI, all persons (natural persons and legal persons) must be reported if their tax domicile is in a AEOI partner state (the list of Switzerland's partner countries can be viewed at [sif.admin.ch/sif/en/home.html](http://sif.admin.ch/sif/en/home.html) > Topics > International tax policies > Automatic exchange of information). A tax domicile is the place where a person is subject to an unlimited tax liability. In the case of natural persons, the tax domicile is normally one and the same as the (main) place of residence.

In the case of non-operating companies such as domiciliary companies and foundations ("passive non-financial entities", NFEs), the controlling persons, who have their tax domicile in a AEOI partner state (particularly shareholders and beneficial owners) must also be reported.

Persons with a tax domicile only in Switzerland are not as a rule affected by the AEOI. However, domestic clients must also be reported under the AEOI if there is evidence pointing to a tax domicile abroad (e.g. a foreign telephone number) and such evidence has not been disproved.



### **3. Exchange of information under the AEOI**

Under the AEOI, the following information about the reportable persons (private individuals, companies, and in the case of passive NFEs, the controlling persons) must be sent annually by Aargauische Kantonalbank via the SFTA to the client's country of domicile:

- Name, address, tax domicile, tax identification number (TIN) and date of birth of the reportable person
- Account number
- Name and identification number of Aargauische Kantonalbank
- Total balance
- Total gross amount of interest, dividends and other income, as well as total gross proceeds from the sale or purchase of securities

### **4. Rights of clients**

Pursuant to the Federal Law on Data Protection (DSG), clients can request that Aargauische Kantonalbank indicate what information collected about them is being disclosed to the SFTA and, if necessary, apply for that incorrect data to be corrected.

Clients have information rights in respect of the SFTA. They can ask for inaccurate data caused by transmission errors to be corrected.

### **5. Obligations of clients**

Clients are obliged to immediately notify Aargauische Kantonalbank of any changes relating to tax domicile.

## K Deposit insurance esisuisse

The association esisuisse was founded in Basel in 2005 to implement the self-regulatory measures enshrined in Art. 37h of the Banking Act in the event of compulsory liquidation or protective measures. Since 2012 the association appears under the esisuisse trademark. esisuisse safeguards client deposits with banks and securities dealers in Switzerland. Should the client deposits no longer be available due to bankruptcy, each client will receive his money up to a maximum of CHF 100,000 from the liquidator. This applies to each client and institution.

Since 2005, esisuisse has been mandated to ensure the protection of deposits with banks and securities dealers required by the Banking Act. In case of bankruptcy esisuisse shall collect from all members the contributions due by direct debit and forward the money within 20 days to the liquidator commissioned by FINMA. The liquidator will transfer the funds promptly, in accordance with the Client's instructions, to the latter's account at another financial institution.

The 2005 Banking Act requires all Swiss branches of banks and securities dealers to have the privileged deposits protected by esisuisse. If a bank or a securities dealer in Switzerland becomes insolvent, the other members of esisuisse immediately provide the necessary funds. The solidarity-based system ensures that the clients of the insolvent bank quickly receive their secured deposits in an account with another bank.

You can find all relevant information about the system of deposit insurance at [esisuisse.ch](http://esisuisse.ch).



5001	<b>Aarau</b>	Tel. 062 835 77 77
5401	<b>Baden</b>	Tel. 056 556 66 01
5242	<b>Birr-Lupfig</b>	Tel. 056 464 20 80
5620	<b>Bremgarten</b>	Tel. 056 648 28 88
4805	<b>Brittnau</b>	Tel. 062 745 88 44
5200	<b>Brugg</b>	Tel. 056 448 95 95
5312	<b>Döttingen</b>	Tel. 056 268 61 11
5442	<b>Fislisbach</b>	Tel. 056 204 22 00
5070	<b>Frick</b>	Tel. 062 871 68 78
5722	<b>Gränichen</b>	Tel. 062 855 50 80
5080	<b>Laufenburg</b>	Tel. 062 874 42 62
5600	<b>Lenzburg</b>	Tel. 062 888 50 60
4312	<b>Magden</b>	Tel. 061 843 73 00
5507	<b>Mellingen</b>	Tel. 056 491 90 00
4313	<b>Möhlin</b>	Tel. 061 853 73 00
5630	<b>Muri</b>	Tel. 056 675 80 80
8965	<b>Mutschellen</b>	Tel. 056 648 24 24
5415	<b>Nussbaumen</b>	Tel. 056 296 20 20
5036	<b>Oberentfelden</b>	Tel. 062 738 33 33
4665	<b>Oftringen</b>	Tel. 062 553 55 89
4600	<b>Olten</b>	Tel. 062 207 99 99
5734	<b>Reinach</b>	Tel. 062 765 80 50
4310	<b>Rheinfelden</b>	Tel. 061 836 31 31
4852	<b>Rothrist</b>	Tel. 062 785 60 85
5707	<b>Seengen</b>	Tel. 062 767 90 80
5643	<b>Sins</b>	Tel. 041 789 71 11
8957	<b>Spreitenbach</b>	Tel. 056 555 70 55
5034	<b>Suhr</b>	Tel. 062 842 89 89
5430	<b>Wettingen</b>	Tel. 056 437 33 33
5103	<b>Wildeggen</b>	Tel. 062 893 36 36
5610	<b>Wohlen</b>	Tel. 056 619 95 11
4800	<b>Zofingen</b>	Tel. 062 745 81 11

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Changes can be made at any time.