Unless specified otherwise, the General Conditions govern the business relationships between the Banque Cantonale de Genève (hereinafter referred to as the "Bank") and its Clients.

**Article 1 - Current accounts**
The Bank shall credit and debit interest, including negative interest, commissions and fees agreed or customary, as well as taxes, at its discretion either immediately or at the end of the month, quarter, half-year or year.

In the absence of a written complaint received by the Bank within one month of issue, account statements are deemed to be approved, even if the confirmation to be signed by the Client has not been received by the Bank. Express or tacit approval of the account statement implies approval of all the items therein, including any reservations made by the Bank.

If the total amount of several orders exceeds the credit balance available or the credit limit granted to the Client, the Bank is entitled to decide, at its discretion and regardless of their dates or when they were received by the Bank, which orders to execute either in whole or in part.

The Bank is authorised to reverse any credit entry to an account which has been made erroneously or fraudulently. Similarly, a Client who discovers a credit to which he/she is not entitled on one of the services provided by the Bank must inform the Bank immediately.

**Article 2 - Assets in foreign currencies**
The corresponding value of the Client’s assets, denominated in a foreign currency, is invested in the name of the Bank, but on the Client’s behalf and at his/her risk, with correspondents which the Bank considers trustworthy, either in or outside the relevant monetary area.

The Client bears, proportionally to his/her assets, all economic and legal consequences resulting from measures taken by an authority which could affect all the Bank’s assets in the country of the currency or the country in which the funds are invested.

The Client bears the risk resulting from legal or administrative restrictions, taxes and charges collected in the relevant countries, as well as all fund transfer risks.

**Article 3 - Credits and debits of amounts in foreign currencies**
All credit and debit transactions of amounts in foreign currencies are executed in Swiss Francs, unless the Client holds an account in the corresponding currency or has given timely instructions to the contrary.

If the Client only holds accounts in foreign currencies, the amount is credited or debited, at the Bank’s choice, in one of those currencies, unless timely instructions to the contrary have been received by the Bank.

**Article 4 - Bills of exchange, cheques and other similar instruments**
The Bank is entitled to reverse from the Client’s account any bills of exchange, cheques and other instruments, previously credited or discounted, if they are not collected. In particular, the Bank is entitled to reverse the corresponding amounts, when cheques that have already been paid are subsequently found to be incomplete, falsified or if they are lost.

Until the settlement of any account balance, the Bank retains, against every party liable on these securities, claims for payment of the amount of the transactions and of all other instruments as well as claims for accessories, be they receivables under the law governing bills of exchange, cheques or other claims.

Furthermore, the Client accepts all liability for damages which can result from recourse by a third party in the context of collection against such documents, even if recourse is exercised at a later date.

**Article 5 - Right of disposal**
Irrespective of any different registration in the Company Register or any other official publication, the signatures notified to the Bank in writing are valid until written notice of cancellation is given. Special agreements relating to the identification of the Client by means of a code, password or any other technical means form an exception to this rule. The Client’s signature can be input electronically.
Article 12 - Default in the execution of an order
In the event of damages due to non-execution or faulty execution of an order, with the exception however of stock exchange orders which are subject to special provisions, the Bank is only liable for the possible loss of interest, unless the Bank was warned in writing of a specific instance of the risk of more extensive losses or damages.

The Bank shall not be liable for any failure to execute a transfer order or any transaction if it is blocked by a correspondent or counterparty, nor shall it be liable in cases where it suspends or refuses to execute an order as a result of verifications relating to the fight against money laundering and terrorist financing or international sanctions.

Article 13 - Rights of lien and set off
The Bank benefits from a right of lien on all the assets, in whatever form they may be, held in custody at the Bank or with third parties for the account of the Client, as security for all current, conditional and future claims resulting from its business relationships, including any possible current, conditional or future claims for remedy or reimbursement of charges, expenses and other obligations which the Bank incurs in the execution of the mandate or as compensation for loss incurred by the Bank in this context.

The Bank has the right to set off any claims accruing to the Bank arising from its business relationship with the Client against any claims the Client has against the Bank, regardless of the nature of the claims, their maturities or the currencies in which they are denominated.

This right of lien and set off also applies to loans and credits granted, whether unsecured or against specific guarantees.

In the event of default by the Client, the Bank is authorised to enforce these liens by mutual agreement, including by acquiring them itself or acting through ordinary proceedings or proceedings to realise the pledge.

Article 14 - Public holidays and assimilation of Saturdays as a public holiday
In all relations with the Bank, public holidays are those that are recognised as such in Geneva. Saturday is considered as an officially recognised holiday.

Article 15 - Banking secrecy and data protection
The Bank collects and processes the personal data of the Client and of Related Persons to the Client according to the procedures described in the "Data Privacy Notice" which is available on the Bank’s website. The processing of data by the Bank is justified in particular by the fulfilment of a contractual obligation towards the Client, by a legal or regulatory obligation or by a legitimate interest of the Bank. The Client undertakes to communicate the information concerning the Client and Related Persons, in particular SWIFT (Society for Worldwide Interbank Financial Telecommunication), as well as to the bank’s correspondent banks and counterparts.

For further information on this subject, the Bank recommends that the Client consult the documents entitled "Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities" and "Information from the SBA regarding the disclosure of client details in payment transactions, securities transactions and other transaction types in connection with SWIFT” available on the websites of the Swiss Bankers Association (SBA) and the Bank.

Once communicated abroad, data concerning the Client and Related Persons may no longer benefit from the protection of Swiss law and the standards applicable outside Switzerland may not necessarily offer the same guarantees in terms of confidentiality and data protection.

The Bank no longer has any control over this data once it has been communicated to third parties and cannot be held responsible for its processing. Data transmitted or recorded abroad falls outside the scope of Swiss legislation and foreign authorities may have access to it in accordance with the legal provisions in force in the country where the data is recorded.

The Client acknowledges that the Bank is unable to provide certain services and/or execute certain transactions if the Client revokes the consent to the waiver of confidentiality obligations, including banking secrecy, contained in this article.

The Bank’s legal and regulatory obligations to disclose information or report are reserved.

Article 16 - Outsourcing of activities
The Bank may outsource, in whole or in part, on a temporary or permanent basis, certain activities to service providers, in particular: (i) IT services (e.g. hosting and operating information systems, including in cloud-based infrastructures) and telecommunications, (ii) printing and sending communications, (iii) services relating to regulatory or tax obligations in connection with the Bank’s and/or Client’s activities, (iv) processing payment and securities transactions, (v) online identification services by video or audio recording, (vi) investment management and advisory activities, and (vii) other support services.

Outsourcing may also include future activities that the Bank has not yet carried out as of the date of these General Conditions. The service providers may be entities affiliated to the Bank or third parties, located in Switzerland or abroad.

Service providers to whom activities are outsourced may, in turn, use subcontractors, located in Switzerland or abroad. The Client acknowledges and accepts that, as part of the outsourcing process, all data necessary for this purpose, including data concerning the Client and Related Persons, may be transmitted to the Bank’s service providers. Each service provider to whom an activity is outsourced is subject to a confidentiality obligation towards the Bank.

Article 17 - Compliance with law
The Client is responsible for compliance with the legal and regulatory provisions applicable to him and undertakes to the Bank to respect his/her obligations, including those relating to the declaration of taxes and the payment of taxes.
Article 18 - Interest rates, commissions, charges and advances
In the absence of any specific agreement, the Bank applies its
general tariffs in respect of interest rates, including negative interest,
commissions and other account management fees and other
banking services.
In addition, the Bank is entitled to seek reimbursement of the
advances, charges and expenses which it has committed in good
faith in the context of the business relationship and to be released
from any obligation incurred in good faith towards third parties in
that context for whatever purpose. If necessary, the Bank may ask
the Client for an advance payment to cover requirements of this
kind.

Article 19 - Tariff adjustments and amendments to the General
Conditions or special conditions
The Bank reserves the right, at any time and with immediate effect
to adjust its interest rates, commissions and any other conditions
and fees associated with its services, together with the periodicity
at which it credits or debits them, particularly if the money market
situation justifies it. Similarly, the Bank retains the right, at all times,
to amend these General Conditions and and/or its special
conditions.
It will inform its Clients by one or more of the following means:
circulars, the availability of brochures on its premises, notices in
its branches, publication on its website (www.bcge.ch) or in any
other manner which the Bank considers to be appropriate.
Unless objections are received in writing by the Bank within the
given time limit or, in the case of the General Conditions, within
one month, any changes are considered to be approved.

Article 20 - Special provisions
In addition to these General Conditions, certain areas are regulated
by special conditions drawn up by the Bank.
Furthermore, the Bank adheres to banking and commercial
practices, stock-market transactions being subject to the rules and
customs of the relevant market and documentary credits to those
of the International Chamber of Commerce.
These are subject to special agreements between the Client and
the Bank.

Article 21 - Prevention of dormant accounts
By law, the Bank must publish on the electronic platform provided
for this purpose the business relationships for which the last
contact with the Client goes back at least sixty years and must
transfer the assets to the Confederation if a further year passes
without any legitimate claim being received from the Client or
his/her beneficiaries.

Article 22 - Termination of business relations
Both the Client and the Bank can terminate their business relationship,
wholly or partially, with immediate effect or after notice has been given.
The Bank can cancel credits which have been promised or used, in
which case any advance made by the Bank will be due for immediate
repayment. Exceptions to the above are agreements and special
provisions regarding the cancellation of specific products.
If, even after having been given formal notice, the Client fails to notify
the Bank where to transfer the securities and assets deposited with
the Bank, the Bank may physically deliver the securities to the Client’s
last known address or liquidate them and convert the assets into the
currency of its choice. The Bank can release itself from its obligations
by depositing the Client’s assets at the location specified by the judge
or by issuing a cheque which it will hold for collection by the Client at
its branches or by sending the cheque to the Client’s last known
address. The Bank reserves the right not to comply with the transfer
instructions if, in the Bank’s opinion, they would expose it to a legal or
reputational risk in Switzerland or abroad.

Article 23 - Applicable law and place of jurisdiction
All legal relations between the Client and the Bank are subject to
Swiss Law. The place of performance of all obligations, the place
of jurisdiction for Clients domiciled abroad and the sole place of
jurisdiction for any proceedings of any nature whatsoever is
Geneva. However, the Bank reserves the right to take legal action
at the Client’s domicile or before any other competent court.

(Ed. 2020)
BCGE Avantage service is a loyalty programme, linked to a BCGE Epargne account, the effect of which is to increase the remuneration on that account. Clients fulfilling the conditions are automatically part of the BCGE Avantage service loyalty programme, with no obligation.

Art. 1 – Scope
Only natural persons, in an individual or maximum two person joint/collective relationship, holding a BCGE Epargne account, can benefit from the advantages associated with the BCGE Avantage service loyalty programme. Legal persons, partnerships with quasi-corporate status and communities of persons are excluded from the scope of the programme.

Art. 2 – Account concerned
The BCGE Avantage service loyalty programme is subject to holding a BCGE Epargne account, the conditions of which are set out in the documentation and brochures available to Clients in the Bank’s branches and on the Bank’s website.

Art. 3 – Conditions for granting a bonus
If one or more of the following conditions are met during the reference period corresponding to the calendar year ending on 31 December (or 26 December for a net contribution), the interest on the BCGE Epargne account concerned will increase.

3.1.a. A net contribution of more than CHF 1, between 1 January and 26 December, to the BCGE Epargne account concerned (without taking into account the interest generated by this same account) coupled with holding a BCGE Epargne 3 account with a minimum value of CHF 5,000 and/or at least 50 Synchrony Funds units, results in the granting of a full bonus for the reference year; for the first year, the full bonus is granted if the conditions related to the Epargne 3 account and/or to the 50 Synchrony Funds units are fulfilled before 30 June.

The eligible Synchrony Funds are as follows:
- Equities:
  - Synchrony (CH) World Equity (CHF)
    Security number: 4263004
  - Synchrony (CH) Defensive (CHF)
    Security number: 1822141
  - Synchrony (CH) Balanced (CHF)
    Security number: 2772389
  - Synchrony (CH) Balanced (EUR)
    Security number: 2482999
  - Synchrony (CH) Dynamic (CHF)
    Security number: 4262988
  - Synchrony (CH) Guardian (CHF)
    Security number: 39875014

b. In the absence of an Epargne 3 account or at least 50 Synchrony Funds units held with BCGE, the bonus granted represents half of the bonus paid in the case described above.

3.2. If the account holder(s) also hold(s) a custody account at BCGE with at least 40 BCGE shares, a full bonus is granted for the reference year. For the first year, the bonus is applied to the full reference year, prorata temporis, if the 40 BCGE shares were subscribed before 30 June.

3.3. If the account holder(s) has(have) a Best of management mandate with a minimum value of CHF 50,000

with the BCGE, the Bank will grant a full bonus. For the first year, the bonus is applied to the full reference year, prorata temporis, if the mandate was concluded before 30 June (provided that at least CHF 50,000 was credited to the custody account before 30 June).

3.4. If the account holder(s) has a residential mortgage loan of at least CHF 200,000 with the BCGE, a full bonus will be granted. For the first year, the bonus is applied to the full reference year, prorata temporis, if the mortgage loan has been fully disbursed before 30 June.

If several conditions are fulfilled during the reference period, the bonuses are cumulative. The interest generated by the bonus(es) is credited to the account on the closing date of the reference period. If the interest generated by the bonus(es) is less than CHF 1, the bonus(es) will be cancelled.

Any disagreement regarding the calculation of the bonus or its application must be communicated to the Bank within 30 days of receipt of the annual statement, failing which the statement is deemed to be accepted.

Art. 4 – Remuneration limits
If the account holder(s) hold(s) several BCGE Epargne accounts, the BCGE Avantage service loyalty programme applies to all the BCGE Epargne accounts.

However, the BCGE Avantage service loyalty programme is capped as follows:
- if a bonus is granted, the total remuneration is fixed at CHF 40,000;
- if two bonuses are granted, the total remuneration is fixed at CHF 80,000;
- if three bonuses are granted, the total remuneration is fixed at CHF 160,000;
- if four bonuses are granted, the total remuneration is fixed at CHF 320,000;

In the event of the death of the account holder, or of one of the account holders in the case of joint account holders, the bonus entitlement lapses for the entire current reference period as well as for the future.

Art. 5 – Sponsoring
Any participant in the Avantage service loyalty programme, excluding BCGE Group employees and their families, receives a sponsoring bonus, calculated as follows. For introducing new clients (partners) that the Bank integrates into this programme, the sponsor receives:

- from 1 to 5 partners: + 10% of the Avantage service premium
- more than 5 partners: + 20% of the Avantage service premium

A partner is only taken into account if the opening of a new banking service is by an adult natural person who is not already a client of the Bank, either individually or collectively.

The premium will be calculated pro-rata according to the number of partners introduced and the date on which the banking services were opened. The counter for calculating the premium is reset to zero every 1st of January.

The premium is paid after the annual closing in the form of an additional interest income (subject to withholding tax), provided that the partner is still a member of the Avantage service loyalty programme on 31 December of the previous year.

The premium is not convertible into other banking services. It is the responsibility of any interested person to find out, before introducing a new client, whether or not the sponsoring programme is still available, as the Bank may terminate it at any time at its own discretion. The termination of this programme has no retroactive effect on the premium of clients that have already been introduced to the Bank.

Banque Cantonale de Genève
Art. 6 – Conditions and duties of information
The bonus rate is fixed each year by the management of the Bank. The bonus is not an integral part of the interest conditions linked to the BCGE Epargne account; for this reason, the bonus rate is not published in the Official Gazette of the Republic and Canton of Geneva. However, it does appear in the advertising material made available to Clients in the branches of the Bank and on the Bank’s website.

Art. 7 – Nature of the BCGE Avantage service programme and modification of the regulations
The BCGE Avantage service programme is offered by the Bank free of charge. The Bank has the right to decide to terminate the programme in its entirety, without notice, at the end of a reference period. The Bank reserves the right to modify these regulations at any time. It is the responsibility of each account holder to request information from the Bank as to whether the BCGE Avantage service programme is being maintained, modified or terminated. Any modification or termination of the BCGE Avantage service programme shall in no way derogate from the current withdrawal conditions.

Art. 8 – Applicable law and place of jurisdiction
All legal relations between the Client and Bank are subject to Swiss law. The place of performance, the place of jurisdiction for Clients domiciled abroad and the sole place of jurisdiction for any proceedings whatsoever is Geneva. However, the Bank reserves the right to take legal action at the domicile of the Client or before any other competent court. These regulations came into force on 1 January 2020 and replace the previous versions as from that date.