

Regulations



THIS IS A FREE TRANSLATION OF THE FRENCH ORIGINAL VERSION. IN CASE OF DISCREPANCY, THE FRENCH VERSION SHALL PREVAIL.

BCGE Avantage service is a loyalty programme, linked to a BCGE Epargne account (hereafter: the BCGE Epargne account in question), the effect of which is to increase the remuneration on said account. Clients who fulfil the programme's conditions automatically become members of the BCGE Avantage service loyalty programme, no further action necessary on their part.

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 and partnerships with quasi-corporate status are excluded from the scope of the programme.

Art. 2 – Account in question

The BCGE Avantage service loyalty programme is subject to the holding of a BCGE Epargne account, the conditions of which are set out in the documents and brochures available to clients at 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 in question will increase.

3.1. a net contribution of more than CHF 1, between 1 January and 26 December, to the BCGE Epargne account in question (without taking into account the interest generated by this account), together with the holding of a BCGE Epargne 3 account with a minimum value of CHF 10,000 and/or at least 100 Synchrony Fund units, shall result in the granting of a bonus applicable to the reference year. In the first year, this bonus shall only be granted if the conditions relating to the Epargne 3 account or the 100 units of Synchrony funds were already met by 29 June at the latest. The following Synchrony funds are eligible:

Equity funds:

- Synchrony (CH) World Equity (CHF)
Security no: 4263004

Asset allocation funds

- Synchrony (CH) Defensive (CHF)
Security no: 1822141
- Synchrony (CH) Balanced (CHF)
Security no: 277239
- Synchrony (CH) Balanced (EUR)
Security no: 2482999
- Synchrony (CH) Dynamic (CHF)
Security no: 4262988
- Synchrony (CH) Guardian (CHF)
Security no: 39875014

b. If the BCGE Epargne account in question is held jointly by two co-holder(s) and the latter individually hold an Epargne 3 account (with a minimum value of CHF 10,000), only one bonus shall be granted on the BCGE Epargne account in question.

c. In order for the bonus to be granted on the basis of the holding of at least 100 eligible Synchrony fund units, the account holder(s) of the BCGE Epargne account in question and the holder(s) of the Synchrony fund units must be identical. For example, if the account holder of the BCGE Epargne account in question is at the same time a joint holder with another person of at least 100 eligible Synchrony fund units (or vice versa), no bonus shall be granted.

d. Even in the absence of an Epargne 3 account or at least 100 units in eligible Synchrony funds, a half-bonus shall be granted on the BCGE Epargne account in question, provided that a net contribution of CHF 1 has been recorded on this account between 1 January and 26 December (without taking into account the interest generated by this same account).

3.2. If the account holder(s) of the BCGE Epargne account in question hold(s) a custody account at BCGE with at least 40 BCGE shares, a bonus shall be granted. For the first year, the bonus shall be applied to the reference year, pro rata temporis, if the 40 BCGE shares were subscribed to by 29 June at the latest.

For the bonus to be granted, the holder(s) of the BCGE Epargne account in question and the holder(s) of the custody account containing at least 40 BCGE shares must be identical. For example, if the holder of the BCGE Epargne account in question is at the same time a joint holder with another person of the custody account containing at least 40 BCGE shares (or vice versa), no bonus shall be granted.

3.3. If the holder(s) of the BCGE Epargne account in question open(s) with BCGE a Best of management mandate with a minimum value of CHF 50,000, a bonus shall be granted. For the first year, the bonus shall be applied to the reference year, pro rata temporis, if the mandate was concluded by 29 June at the latest (provided that at least CHF 50,000 was credited to the custody account by 29 June at the latest).

For the bonus to be granted, the account holder(s) of the BCGE Epargne account in question and the holder(s) of the Best of mandate of at least CHF 50,000 must be identical. For example, if the holder of the BCGE Epargne account in question is at the same time a joint holder with another person of the custody account containing at least CHF 50,000 shares (or vice versa), no bonus shall be granted.

3.4. If the holder(s) of the BCGE Epargne account in question has(have) a residential mortgage loan of at least CHF 200,000 with BCGE, a bonus shall be granted. In the first year, the bonus shall be applied to the reference year, pro rata temporis, if the mortgage loan has been fully disbursed by 29 June at the latest.

For the bonus to be granted, the holder(s) of the BCGE Epargne account in question and the debtor(s) of the residential mortgage loan of at least CHF 200,000 must be identical. For example, if the holder of the BCGE Epargne account in question is at the same time indebted for a home mortgage loan of at least CHF 200,000 (or vice versa), no bonus shall be granted.

3.5. If several conditions are fulfilled during the reference period, the bonuses shall be cumulative. The interest generated by the bonus(es) shall be 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) shall be forfeited.

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, otherwise the statement shall be considered to have been accepted.

Art. 4 – Calculation method

If the account holder(s) of the BCGE Epargne account in question is(are) the holder(s), under the same client relationship, of one or more other BCGE Epargne accounts, the method for calculating the remuneration shall be the cumulative total of the account balances.

In all cases, the calculation method shall be capped as follows:

- if one bonus is granted, the total remuneration shall be fixed at CHF 15,000;
- if two bonuses are granted, the total remuneration shall be fixed at CHF 30,000;
- if three bonuses are granted, the total remuneration shall be fixed at CHF 150,000;
- if four bonuses are granted, the total remuneration shall be fixed at CHF 300,000.

In the event of the death of the holder of the BCGE Epargne account in question, or of one of the account holders in the case of a joint account, the right to the bonus shall lapse for the entire reference period underway as well as for the future.

Art. 5 – Sponsoring

Anyone who participates in the Advantage service loyalty programme, excluding BCGE Group employees and their families, can receive a sponsoring premium.

Sponsors are rewarded, as calculated below, for introducing to the Bank new clients (partners) whom the Bank integrates into the programme.

- From 1 to 5 partners: + 10% of the Advantage service premium
- More than 5 partners: + 20% of the Advantage service premium

In order to be considered a new partner, the partner must be an adult, natural person who is not already a client of the Bank, either individually or collectively, and who signs up for a banking service.

The partner shall receive the premium for the period of the year in which he signs up for the banking service. The tally for calculating the premium shall be reset to zero every year on 1 January.

The premium shall be paid after the end of the year, in the form of additional interest income (subject to withholding tax),

provided that the partner was still a member of the Advantage service loyalty programme on 31 December of the passing year.

The premium is not convertible into other banking services.

It is the responsibility of any interested person to find out, before presenting 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 cancellation of this programme shall have no retroactive effect on clients that have already been introduced to the Bank and any potentially resulting premium.

Art. 6 – Conditions and duties of information

The bonus rate shall be fixed each year by the Bank's management. The bonus is not an integral part of the interest conditions linked to the BCGE Epargne account; for this reason, the bonus rate shall not be published in the Official Gazette of the Republic and Canton of Geneva. However, it shall appear in the advertising material made available to clients at the Bank's branches and on the Bank's website.

Art. 7 – Nature of the BCGE Advantage service programme and modification of its regulations

The BCGE Advantage 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 the 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 Advantage service programme is being maintained, modified or terminated.

The modification or withdrawal of the Advantage service programme would under no circumstances allow a derogation from the conditions in force governing the BCGE Epargne account in question (in particular the withdrawal limit or compensation for exceeding the withdrawal limit without prior notice).

Art. 8 – Applicable law and jurisdiction

All legal relations between the Client and the Bank shall be 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 shall be Geneva. However, the Bank reserves the right to take legal action at the client's domicile or before any other competent court.

Art. 9 – Entry into force

These regulations shall enter into force on 1 June 2024 and replace the previous versions as from that date.