

Special conditions for SEPA transactions

The following conditions apply to the relationship between the Client and Basler Kantonalbank (the Bank) for domestic and cross-border transfers in Euro within the framework of the SEPA Payment Transactions Standards (SEPA – Single Euro Payments Area). These conditions apply in addition to the Terms and Conditions of the Bank, as well as – if the relevant services are used – the regulations applicable for payment transactions such as relevant to BKB-E-Banking.

1. Information required in the payment order

To transfer funds to a different institution as a SEPA payment, this order must be submitted electronically and the payer must provide the Bank with the following information:

- Payer:
 - IBAN (International Bank Account Number) or the payer's account number
 - First name and last name, or company name
 - Residential address / company address
 - Post code / city or town
- Recipient:
 - BIC of the payee's bank
 - Information on the payee's bank
 - IBAN of the payee's account
 - First and last name, or company name
 - Residential address / company address
 - Post code / city or town
- Transfer amount in Euro
- Desired payment date
- Fee regulation: fee splitting; i.e., the payer and the payee each pay the fee charged by their respective financial institution
- "SEPA" should be entered in the field "Instructions to the Bank". Any other entries are not permitted and will not be taken into consideration. If "SEPA" is not entered, the Bank is nevertheless authorized, though not obligated, to carry out the order as a SEPA order.

In case of a collective order, the above requirements must be met for each individual payment order, otherwise the entire collective order may be declined.

The Client acknowledges that even when all of the above information has been provided the transaction can be carried out as a SEPA payment only if the payee's bank is also a SEPA participant.

2. Processing or declining of the payment order

The Bank is authorized but not obligated to process the payment order despite deficient or incomplete information pursuant to the above Item 1, if the Bank can correct the deficiency or supply the missing information without any uncertainty.

If the desired payment date falls on a Saturday, a Sunday, or a public holiday, the Bank is authorized to post the transaction on the next banking workday. The Client acknowledges further that posting of credits to the payee's account may also be delayed due to international regulations relating to banking workdays and public holidays.

If one or more of the requirements stated above in Item 1 are not met and for this reason the payment order is not processed or is rejected by a party involved in the transfer of funds (e.g. by a clearing centre or the payee's financial institution) after the account has been debited, the Bank will notify the Client within a meaningful timeframe and in appropriate form of the reason for the non-fulfilment or rejection of the transfer and will at the same time credit the transferred amount to the account if it was already debited.

If the Bank can correct the reason for the rejection of the payment order on its own, it is authorized to do so without first consulting with the payer; however, the Bank is not obligated to re-process the payment order.

3. Credit or retransfer of received payments

Incoming payments are credited to the account in accordance with the IBAN named in the payment order. If a posting date falls on a Saturday, a Sunday, or a holiday, the Bank is authorized to post the credit on the next banking workday.

Upon receipt of the payment the Bank is authorized to deduct the relevant fees from the amount received before posting the credit.

Incoming payments for which no IBAN or a non-existent IBAN is named, or where other reasons prevent a credit (particularly statutory or regulatory requirements, official dispositions, or a closed account) will be retransferred to the payer's financial institution.

In connection with such a retransfer, the Bank is authorized to advise all parties involved with the transaction (including the payer) as to the reason why the credit could not be processed.



4. Waiver of data comparison at posting of credit

As payee, the Client agrees that the transfer amount is credited solely on the basis of designated IBAN without comparison of the account number and the payee's name and address.

The Bank reserves the right to make such comparison at its discretion and to decline the payment if the data do not match, in which case the Bank is authorized to advise the payer's financial institution that the data do not match.

As payer, the Client agrees that the payee's financial institution credits the amount based solely on the designated IBAN without comparison of the account number and the payee's name and address. The payee's financial institution can also reserve the right to make this comparison at its discretion and to decline the payment order if the data do not match.

5. Currency conversion/currency risk

If the account of a Client that is to be credited or debited in accordance with the IBAN of a payment order is not a euro-denominated account, the Bank is nevertheless authorized to perform the debit or credit, even if the Client holds a euro-denominated account at the Bank under different IBAN.

The conversion into or from Euro in the currency of the account to be debited or credited is effected at the exchange rate on the date received or the date of processing.

All currency risk (e.g. in case of a recredit after rejection/retransfer in accordance with Items 3 and 4 above) is borne by the Client.

6. Data processing / transfer

The Client (as payer) agrees that his/her data, in particular name, address, IBAN, and other information in accordance with Item 1a above will be disclosed in the processing of domestic and cross-border payment orders to the involved banks (particularly the Bank's domestic and foreign correspondent banks), operators of payment transaction systems (such as Swiss Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication), and the domestic and foreign payees. The Client further agrees that all parties involved in the transaction in turn can disclose the data to authorized third parties in other countries for further processing or for data security purposes.

The Client acknowledges further that the data that are disclosed in foreign countries are no longer protected under Swiss law, but instead are subject to the laws of the respective foreign country and that the laws and official dispositions of that country may require disclosure of the data to authorities or other third parties.

7. Effective date and changes to the conditions

The Bank reserves the right to make changes to these conditions at any time. Such changes will be disclosed to the Client by written communication or in other appropriate form and will be considered approved by the Client if not contested in writing within one month after disclosure, or at the latest after issuing of the next payment order to be processed under SEPA.