

# A General Terms and Conditions of Business.

## 1. Purpose and scope.

The General Terms and Conditions of Business (GTC) govern the business relations between the Client and Graubündner Kantonalbank (GKB). This is without prejudice to any particular agreements, special regulations or relevant established practices.

Except where the context otherwise requires, words denoting any gender shall include all genders and words denoting persons shall include companies, partnerships and other legal entities and vice versa.

## 2. Right of disposal.

The power of attorney communicated in writing to GKB shall apply exclusively to GKB and shall continue to apply until withdrawal thereof is received by GKB, notwithstanding any entries in the Commercial Register or publications to the contrary. As a general rule, GKB accepts only its own power of attorney forms issued for that purpose.

After the Client's death, GKB may demand identification documents (e.g. certificate of inheritance, executor's certificate, etc.) to determine the right of disposal and the right to information. Where such documents are in a foreign language, GKB may demand official

translations in German, Italian or English. The applicants shall bear the costs of providing identification documents and translations.

## 3. Identification.

The identity check is carried out with normal due care and diligence. In the event that GKB fails to notice shortcomings in identification or forgeries, it shall bear the resultant loss where it has failed to observe normal due care and diligence.

Clients must store bank documents carefully to prevent access by unauthorised parties. When placing orders the Client must take all reasonable precautions to prevent abuse or fraud. The Client must select any holders of power of attorney carefully and monitor their activities and actions. Any breach of these duties of diligence by the Client shall result in them bearing the resultant loss.

If loss or damage occurs and neither GKB nor the Client has failed to exercise due diligence, the loss shall be borne by the party within whose sphere of influence the cause of the loss or damage has been attributed.

#### **4. Legal incapacity.**

In the event that GKB fails to notice the Client's legal incapacity, it shall bear the resultant loss where it has failed to observe normal due care and diligence. The Client must notify GKB immediately in writing or another form demonstrable by text if authorised representatives or other third parties lose their capacity to act. Provided GKB has exercised normal due care and diligence, the Client shall be liable for any loss resulting from the incapacity of authorised representatives or other third parties.

#### **5. Business relationships in the name of multiple people.**

Where a business relationship is held in the name of multiple people, they shall be jointly and severally liable for any claims GKB may have arising from the relationship. This is subject to any provision that specifies otherwise.

#### **6. Notifications.**

Notifications and announcements from GKB shall be deemed to have been received if sent to the last address provided to GKB by the Client or in accordance with their last instructions or if communicated in any other appropriate manner. GKB may communicate

with the Client or their authorised representative by post, telephone and electronic channels to the contact address used or explicitly indicated to GKB by the Client or their authorised representative. In particular, the Client agrees that GKB may send them certain e-mail notifications such as general product and service information, offers, recommendations, surveys, security messages, events, competitions and general communications in unencrypted form. In this context, the Client releases GKB from the obligation to maintain bank-client confidentiality.

GKB is not obliged to accept or respond to orders or instructions sent via electronic channels such as e-mail or SMS. Declarations made by the Client by means of such media shall not be legally valid unless GKB confirms to the Client that it will execute the order. A different agreement with the Client in writing or another form demonstrable by text remains reserved.

GKB recommends that the Client does not send confidential information and instructions via unencrypted e-mails or unprotected electronic communication channels, but instead uses the channels provided by GKB for this purpose (such as e-Banking).

The date shown on the record in the possession of GKB shall be deemed the date of dispatch.

GKB can make legally relevant information, conditions and documents available and meet its obligations to provide information, explanations and disclosure (e.g. those contained in financial market regulations concerning investor protection and transparency) by means of publication on the internet (at [gkb.ch/rechtlichehinweise](https://www.gkb.ch/rechtlichehinweise)).

### **7. Duty to report changes.**

The Client must inform GKB immediately in writing of any changes (name, address, contact and correspondence details, authorised representatives, beneficial owners, controlling persons, revocation of any powers of attorney or signatory powers) and any resulting material changes (e.g. their tax liability) arising therefrom.

### **8. Prevention of dormant accounts.**

The Client shall make all reasonable efforts to maintain contact with GKB or to restore contact if it is lost.

If GKB is required to initiate investigations to trace the Client (prevention of dormant accounts), any costs incurred in making such enquiries and in dealing with and monitoring dormant assets may be debited from the Client's account, and any dormant ac-

counts with a debit balance shall be automatically closed.

### **9. Orders given by telephone and recording of telephone calls.**

The Client authorises GKB to accept orders and instructions also by telephone. GKB is entitled, but not obliged, to obtain written confirmation of orders accepted by telephone prior to executing them.

GKB assumes no responsibility whatsoever for the consequences of any delays that may be caused as a result of obtaining written confirmation.

Furthermore, the Client expressly authorises GKB to record and use telephone conversations and electronic communication in connection with the business relationship for the purpose of quality assurance, to ensure compliance with statutory or regulatory requirements and for evidentiary and documentation purposes.

### **10. Defective delivery.**

Any loss or damage arising from the use of communication, transmission or transport systems and any associated risk, specifically arising from loss, delay, irregularity, misun-

derstandings, garbled messages or double executions shall be borne by GKB where it has failed to exercise normal due care and diligence.

### **11. Deficient execution of orders.**

Where orders are time-critical or may result in losses over and above the loss of interest, the Client shall be obliged to inform GKB of this fact and of the potential consequences of loss in good time.

If the Client fails to do so, GKB's liability shall be limited to lost interest in the event of deficient, delayed or failed execution of orders (with the exception of stock market orders).

### **12. Complaints.**

Complaints from the Client regarding the execution or non-execution of orders of any kind and other communications from GKB must be lodged immediately upon receipt of the notice in question but at the latest within the deadline stipulated by GKB. Otherwise, the actions of GKB shall be deemed to have been approved.

Complaints raised in relation to account and custody account statements and other statements of assets must be submitted within 30 days. If a complaint is not filed within this period, the statements shall be deemed to have been approved.

If an advice expected from GKB fails to arrive, the complaint must be made as soon as the advice should have reached the intended recipient in the ordinary course of business. Any loss or damage that may be caused due to a delay in submitting a complaint shall be borne by the Client.

### **13. Right of lien and offsetting.**

GKB shall have a right of lien over all assets that it holds on the Client's behalf itself or elsewhere and a right of set-off in respect of any and all of its outstanding claims arising from the banking relationship, regardless of due date or currency. This shall also apply to unsecured credit facilities and loans, or those with special collateral security. If the Client is in default, GKB shall immediately be entitled to realise any pledged assets and security, either by forced or by private sale, and shall have the option of purchasing the assets for its own account.

#### 14. Prohibition of assignment.

The Client is not permitted to assign claims on GKB to third parties without the written consent of GKB (Art. 164 et seq. of Switzerland's Code of Obligations, CO).

#### 15. Account transactions.

GKB offers various types of account and determines the interest rates, minimum and maximum credit balances, duration of interest, withdrawal conditions, allowance thresholds and restrictions on use applicable to each.

Accounts are balanced at GKB's discretion on a monthly, quarterly, semi-annual or annual basis and the interest and commissions agreed, set or those that are usually charged are credited or debited accordingly, while GKB's fees and the taxes and duties payable by the Client are debited. Alternatively, daily statements or separate booking notices may be issued.

If there are several orders from the Client which, taken together, exceed the Client's available credit balance or overdraft limit, GKB is authorised to decide at its own discretion which orders are to be executed in part or in full, irrespective of the date on which such instructions are made or the time they are received.

In the case of payments received for the credit of a Client who has more than one debt obligation to GKB, GKB reserves the right to determine the liabilities against which the payments should be offset.

GKB may in exceptional circumstances restrict repayments and acceptance of incoming payments and extend notice periods. Any such measures shall be announced in an appropriate manner.

#### 16. Withdrawals.

If withdrawals of credit balances are conditional on notice, this can be given to GKB either in person or in writing. Notice expires if the balance on which notice has been given is not withdrawn within 30 days of the end of the notice period.

GKB specifies the amount that can be withdrawn without notice. If the Client withdraws more than this amount, GKB shall be entitled to demand commission.

GKB shall be entitled to give notice on credit balances subject to the same notice periods as apply to the Client.

## 17. Fees, taxes and duties.

GKB charges a fee for individual services, in the form of interest, commission, etc.; these are shown in the current list of fees, which is published at [gkb.ch/gebuehren](http://gkb.ch/gebuehren) and may be obtained in hard copy from GKB. GKB has the power to debit an account of the Client's with any charges that may be applicable. The Client's account may also be debited with any extraordinary expenditure incurred by GKB and payments to any third parties involved.

**GKB reserves the right to change its fees or introduce new ones (including negative interest rates on credit balances) at any time, specifically in the event of changed market conditions or other objective circumstances.**

The Client will be notified of any such changes in writing or in another suitable manner. They shall be deemed approved unless the Client gives notice of termination for the product or service in question within 30 days of notification. Any notice or withdrawal periods specified in special conditions or agreements are reserved.

In the event that a credit limit is exceeded, an account overdrawn or unpaid interest on a loan is overdue (default by the debtor), additional interest shall be charged at a rate determined by GKB with effect from the

date in question and in accordance with the account relationship.

All taxes and duties shall be payable by the Client. Any taxes and duties levied on or by GKB in connection with the Client's business relationship with GKB, or which GKB is obliged to retain under Swiss or foreign law, treaties or contractual agreements with foreign bodies (e.g. withholding tax pursuant to the US Foreign Account Tax Compliance Act, FATCA) and expenses shall be charged to the Client or may be passed on to the Client.

## 18. Foreign currencies.

GKB may invest the assets corresponding to the Client's credit balance in a foreign currency within or outside the currency area concerned. The Client shall bear proportionately the economic and legal consequences of any official measures (e.g. prohibitions on payment or transfer, taxes and charges) affecting the totality of GKB's credit balance in the country of its currency or the country in which it is invested. If the transfer of assets by GKB is rendered difficult or impossible, it shall be obliged only to arrange for credit to be posted for the Client with a correspondent bank or a bank of the Client's choice in the foreign currency area concerned, subject to such credit being possible.

Credits and debits of amounts in foreign currency shall be made in Swiss francs at the exchange rate on the day on which such amount is received and/or transferred by GKB, unless the Client has given contrary instructions with regard to the currency in good time or has an account in the appropriate currency. If the Client only holds third-currency accounts, GKB shall be authorised to credit or debit such amounts in one of these currencies at its absolute discretion.

### 19. Bills of exchange, cheques and similar instruments.

GKB shall be authorised to redebit any bills of exchange, cheques and other similar instruments previously discounted or credited. Until a debit balance has been settled, GKB retains the right to claim payment of the full amount of the bills, cheques and other instruments, including all incidental claims, against any party liable under these instruments.

### 20. Outsourcing of business areas.

GKB may outsource business areas or services (such as payment transactions, securities settlement, IT systems, security-relevant services, data storage, the printing and sending of bank documents, incoming mail) includ-

ing bank client data in whole or in part to service providers in Switzerland and abroad or have them provided by third parties. These may in turn disclose bank client data to third parties insofar as the third parties are obliged to maintain confidentiality.

### 21. Data protection and bank-client confidentiality.

GKB's governing bodies, employees and agents are subject to various confidentiality obligations under data protection, bank-client confidentiality and other regulations. **The Client hereby releases GKB from these confidentiality obligations and waives banking confidentiality** to the extent this

- a) is necessary to protect the legitimate interests of GKB, in particular:
  - where the Client and other parties involved in the banking relationship or assets threaten or bring court proceedings or criminal charges against GKB (including as a third party) or make other reports against it to the public authorities in Switzerland or abroad;
  - to secure or enforce GKB's claims on the Client and realise collateral provided by the Client or a third party (where the collateral was provided by a third party for claims on the Client) in Switzerland or abroad;

- when collecting claims owed to GKB by the Client in the event of a freezing order or when suits are filed against the Client and/or GKB in Switzerland or abroad in respect of assets held on deposit;
  - in the event of public accusations made by the Client and other parties involved in the banking relationship or assets against GKB, whether in the media or to public authorities in Switzerland or abroad;
  - when outsourcing business areas and using cloud services, insofar as client data is transferred abroad and foreign authorities order or access it in accordance with foreign law.
- b) is necessary for the execution of transactions and services, in particular those with a foreign dimension, e.g. payments, trade and safekeeping of financial instruments and foreign currency transactions, which GKB provides for its clients. In this regard, GKB shall be both authorised and instructed to disclose information to third parties in Switzerland and abroad that are involved in such transactions (e.g. stock exchanges, brokers, banks, transaction registers, clearing houses and depositories, issuers, authorities or the representatives thereof and any other third parties involved). The corresponding disclosure of data may relate to the Client and associated third parties, e.g. beneficial owners.

Such demands may arise under Swiss or foreign law, self-regulation, market practice or the terms of issuers, service providers and other parties GKB depends on to process such transactions and services. **The Client shall allow GKB to disclose this data in its own name and on behalf of the third parties concerned and shall support GKB in complying with such requirements.** The Client is aware and accepts that the recipients of the data need not be bound by Swiss banking confidentiality or Swiss data protection law and that GKB has no control over the use they make of the data. GKB is under no obligation to execute transactions or services if the Client revokes or refuses consent or cooperation.

For full details, please see the information sheet “Disclosure of Client Data”, which is published at [gkb.ch/offenlegung](https://www.gkb.ch/offenlegung) and may be obtained in hard copy from GKB.

The statutory and regulatory obligations upon GKB to provide information and report are reserved.

## 22. Processing of data.

GKB processes client data to provide its services and for its own or legally prescribed purposes. These include, for example, marketing, market research, statistics and plan-

ning, product development and business decisions affecting Clients or GKB, combating of money laundering and fraud, complying with legal duties to provide information and official instructions and the automatic exchange of information with foreign tax authorities. The following data in particular is concerned: master data, financial data (e.g. asset and product data, account and custody account movements, transaction and payments data including the components thereof) and client requirements.

Where data processing is associated with a service or product, it is deemed accepted by the Client if the Client purchases the service or product. This consent extends to related data processing for marketing purposes unless the Client objects. Where third parties (e.g. partner/spouse, advisor, beneficial owner, beneficiary, representative) are affected by data processing, the Client must ensure they consent.

The Client acknowledges that data transmitted abroad will no longer be protected under Swiss law but is subject to the law of the country concerned, and that foreign laws and official orders may require that such data be passed on to authorities or to other third parties. Even when transactions are executed within Switzerland, the possibility that they may be processed via international channels cannot be ruled out.

Information about data processing is published at [gkb.ch/datenschutzerklaerung](https://gkb.ch/datenschutzerklaerung) and is available in hard copy from GKB.

The Client hereby gives consent to their client data being processed in this manner.

### **23. Client profiles and automated individual decision-making.**

GKB may analyse and evaluate client data (including the data of associated third parties) on an automated basis in order to identify key personal characteristics of the Client or predict trends and draw up client profiles from this. These are primarily used to review transactions, to provide individual advice and to draw up offers and information as well as for market research, marketing and risk management purposes. This applies in particular to the following data: master data, financial data (e.g. asset and product data, account and custody account movements, as well as transaction and payments data) and client requirements.

The client profiles may result in automated individual decision-making.

Further information is published at [gkb.ch/datenschutzerklaerung](https://gkb.ch/datenschutzerklaerung) and is available in hard copy from GKB.

The Client hereby consents to the creation of profiles as described and automated individual decision-making.

#### **24. Dealing with conflicts of interest.**

GKB shall take appropriate organisational steps to avoid conflicts of interest with its Clients when providing services. Where this is not possible it shall disclose such conflicts to the Client concerned.

Further information on conflicts of interest can be found in the information sheet “Information on dealing with potential conflicts of interest”, the latest version of which is published at [gkb.ch/interessenkonflikte](http://gkb.ch/interessenkonflikte) or can be obtained in hard copy from GKB.

#### **25. Saturdays classified as public holidays.**

In business dealings with GKB, Saturdays shall be deemed to be public holidays.

#### **26. Termination of business relationships.**

Both GKB and the Client may terminate the banking relationship with immediate effect or with effect from a later date and without

stating reasons. GKB may cancel credit limits at any time and declare their balances payable with immediate effect, subject to any special agreements and termination provisions applicable to specific products.

#### **27. Compliance with laws and regulations.**

The Client shall be responsible for compliance with the provisions of laws and regulations applicable to them, and shall observe the applicable legal provisions at all times. This includes compliance with tax obligations, which the Client shall document to GKB on request.

GKB may restrict the use of services and products where this is required to comply with legal and regulatory provisions. In particular, GKB may decline to accept cash transactions.

#### **28. Delivery, realisation and court deposit.**

If the business relationship is terminated or GKB is no longer able to hold individual assets or credit balances in custody for product-specific, regulatory or other reasons, the Client must notify GKB where their assets are to be transferred. If this is not done or

transfer is not possible for other reasons, after an appropriate period GKB may physically deliver the assets or liquidate them. GKB may deposit the proceeds and any remaining credit balance where instructed by the judge or send these to the Client's last known address in the form of a cheque, whereby it shall be deemed to have discharged its obligations.

### **29. Depositor protection.**

Client deposits are protected up to an amount set in law. For more information on depositor protection please refer to [www.esisuisse.ch/en](http://www.esisuisse.ch/en).

### **30. Place of jurisdiction and applicable law.**

**The place of jurisdiction shall be determined in accordance with imperative statutory provisions. If these are not applicable, the exclusive place of jurisdiction for proceedings of all kinds shall be Chur, which shall also be the place of performance and debt collection for Clients domiciled outside Switzerland.** GKB shall, however, be entitled to take legal action against the Client before the competent court or authority at the Client's domicile or registered office.

All legal relationships between the Client and GKB shall be governed by and construed in accordance with Swiss law.

### **31. Amendments to basic documents.**

GKB reserves the right to amend the basic documents and special agreements for particular types of business at any time. Such amendments shall be announced in writing or in another suitable form and shall be deemed to have been approved unless written notification to the contrary is received within one month of the date of announcement.

If the Client objects, they may terminate the business relationship with immediate effect. Any notice or withdrawal periods specified in special conditions or agreements are reserved.

The latest version of the GTC is available on the internet ([gkb.ch/rechtlichehinweise](http://gkb.ch/rechtlichehinweise)).

Amendments to the basic documents shall in any case be recognised as legally binding with effect from the next transaction initiated or service requested by the Client (including by electronic means).