

## **CORPORATE ACCOUNT AGREEMENT**

### **Terms and conditions of operation of the current account** *Effective 8 January, 2026*

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This current account agreement (hereinafter referred to as the "**Agreement**") is made between, on the one hand, ICBC PARIS BRANCH (hereinafter referred to as the "**Bank**"), located at 73, Boulevard Haussmann, 75008 Paris (France) and registered in the Paris Trade and Companies Register under number 524 871 480, French branch of the Luxembourg public limited company INDUSTRIAL AND COMMERCIAL BANK OF CHINA (EUROPE) SA, whose head office is located at 32, boulevard Royal, L- 2449, Luxembourg (Grand Duchy of Luxembourg) and, on the other hand, the customer, natural or legal person, acting for professional needs (hereinafter referred to as the "**Client**"). It consists of the following documents, which form an indivisible and inseparable whole, given to the Client before the signing of the Agreement:

- the general conditions of operation of the current account set out below and their annexes (hereinafter referred to as the "**General Conditions**");
- the special terms and their annexes (hereinafter referred to as the "**Special Conditions**"); and:
- the pricing terms applicable to the current account and the Professionals banking terms (hereinafter referred to as the "**Professionals Tariff Terms**").

As of their entry into force, these General Conditions replace any other existing agreement or convention governing all or part of the products and services governed by them and having the same purpose.

## CHAPTER I: DEFINITIONS

The following terms and phrases, starting with a capital letter, have the following meaning in these Terms and Conditions:

**Bank:** refers to ICBC PARIS BRANCH, located at 73, boulevard Haussmann, 75008 Paris (France) and registered in the Paris Trade and Companies Register under number 524 871 480, French branch of the limited company under Luxembourg law INDUSTRIAL AND COMMERCIAL BANK OF CHINA (EUROPE) SA, whose registered office is at 32, boulevard Royal, L-2449, Luxembourg (Grand Duchy of Luxembourg), a Luxembourg credit institution approved by the Financial Sector Supervisory Commission (CSSF).

**Remote Banking:** means the remote banking services defined in Chapter V (Remote Banking) of these Terms and Conditions.

**Beneficiary:** means the Client when he receives in his Account funds relating to a Payment Transaction and, more generally, any natural or legal person who is the intended recipient of the funds that have been the subject of a Payment Transaction.

**Client:** means the natural or legal person, acting for professional needs, holder of an Account opened in the books of the Bank or wishing to open an Account in the books of the Bank.

**Account:** means any current account opened in the name of the Client in the books of the Bank and governed by the Agreement.

**Terms and conditions:** mean these general conditions and its annexes and governing the opening, operating and closing conditions of the Account, as well as the Payment Services and other services related to the Account.

**Special Conditions:** refers to the special conditions and its annexes, containing the Client's request to open the Client's Account and supplementing the General Conditions and, when applicable, derogating from it, signed by the Client.

**Professionals Tariff Terms:** means the general terms of remuneration of the products and services offered by the Bank, specifying, in particular, the commissions, fees, and rates applicable to the Customer for all of its operations in France and abroad and, more generally, the operations and services offered. As part of the management of the Account, the charges applicable to the operating incidents of the Account and the value dates applied to the transactions.

**Client Advisor:** refers to the client advisor with whom the client is in regular contact.

**Convention:** means the agreement made up of these General Conditions, the Special Conditions, and the Professionals Tariff Terms, including their respective annexes. All these elements forming an indivisible and inseparable whole.

**Cashier's credit:** means the cash facility or, as the case may be, the overdraft authorization, if any granted to the Client by the Bank, and resulting from a specific written agreement entered into between them.

**Payment Instrument:** means, alternatively or cumulatively, any custom device and all procedures agreed between the Payment Service User and the Payment Service Provider used to issue a Payment Order.

**Business day:** means a day in which the Payor's Payment Service Provider and the Beneficiary's Payment Service Provider perform an activity for the performance of Payment Transactions.

**Cash Market:** means the continuous spot foreign exchange market from Monday 5 am (Sydney time) to Friday 5 pm (New York time) of the same calendar week.

**Payment transaction:** means any action to pay, transfer or withdraw funds, regardless of any underlying obligation between the Payor and the Beneficiary, initiated by or on behalf of the Payor, or by the Beneficiary.

**Payment order:** means any instruction by a Payor or Recipient to its Payment Service Provider requesting the execution of a Payment Transaction.

**Payer:** means the Customer when giving or authorizing a Payment Order under the Agreement and, more generally, any natural or legal person who gives or authorizes a Payment Order.

**Payment Service Provider:** means any payment service provider within the meaning of Article L. 521-1 of the Monetary and Financial Code, the Bank being a payment service provider in its capacity as a credit institution.

**General Data Protection Regulation (GDPR):** means Regulation 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of individuals regarding the processing of personal data and the free movement of such data, and repealing Directive 95/46 /EC.

**Payment Services:** means the payment services listed in Article L. 314-1, II of the Monetary and Financial Code.

**Authorized Signatory:** means any person identified as "authorized signatory" in the Special Terms and Conditions, expressly designated and authorized in that capacity by the Customer and under his / her responsibility, within the framework of the Remote Banking service, to, alone or jointly, order and validate a transfer order. The identity, contact details, and powers of each Authorized Signatory are specified in the Special Conditions, which also contain their specimen signature. Any change in (i) the identity and / or contact information and / or credentials of an Authorized Signatory, or (ii) the loss by any Authorized Signatory of that status for any reason whatsoever, or (iii) any incapacity to the Authorized Signatory to act in that capacity and / or (iv) the appointment of a new Authorized Signatory (if necessary to replace an Authorized Signatory who has lost that capacity) will be immediately brought to the attention of the Bank by written notification of the Customer sent by registered letter with acknowledgment of receipt to the address of the Bank, or delivered by hand at the bank counter against receipt (hereinafter referred to as the "**Notice of Change**"). This Notice of Change will only be considered by the Bank on the Business Day following that on which it has been received by the Bank (hereinafter referred to as the "**Effective Date**"). It is specified that this Notice of Change shall, in case of designation of a new Authorized Signatory,

include all the information and items provided for in the Special Conditions (including a specimen signature) and, in case of change an Authorized Signatory, specifying the nature of the change or changes to this Authorized Signatory (identity and / or contact information and / or scope of authority). Instructions from an Authorized Signatory subject to the Notice of Change that relates to the extent of his / her powers, capacity or authorized Signing Authority shall be deemed valid until and include the Effective Date (inclusive) by the Bank, including when the execution of the relevant Payment Transaction is intended to take place after this Effective Date (except for the possibility of cancellation available to the Client and provided that it is received in due time by the Bank.

**Internet Website:** means the Bank's website, accessible at the following address: [www.icbcparis.fr](http://www.icbcparis.fr).

**Payment Services User:** means the Client of the Payment Services provided to him by the Bank and, more generally, any natural or legal person who uses a Payment Service in the capacity of Payor, Recipient or both.

**SEPA:** refers to the Single Euro Payments Area, composed of all the States of the European Union as well as Iceland, Liechtenstein, Norway, Switzerland and the Principality of Monaco and the Republic of San Marino.



## CHAPITRE II: PURPOSE AND SCOPE OF THE CONVENTION

### II.1 OBJECT OF THE AGREEMENT

The purpose of these General Terms and Conditions is to define the opening, operating, and closing conditions of the Account (s) opened in the name of the Client by the Bank.

The General Terms and Conditions, the Special Conditions and the Professionals Tariff Terms, including their respective appendices, constitute the Agreement and form an indivisible and inseparable whole.

This Agreement constitutes the standard current account agreement for the management of the Accounts of any Client acting for business purposes.

### II.2 SCOPE OF APPLICATION

The Convention applies exclusively:

- to legal entities;
- natural entities acting in the context of their professional needs, except when they do not have a deposit account in France because of the refusal issued by the institution to which they have sent their application for opening an account (being specified that, in this case, the data subjects benefit from the right to the account as recalled in Article IX.10 (Right to the account and basic banking services) below, and that the Bank proposes an agreement adapted to the products and services offered under the right to the account).

The Convention, therefore, does not apply to natural entities not acting for professional needs.

**CHAPITRE III: ACCOUNT OPENING**

The opening, as well as the operation and closing of the Account, as well as the transactions associated with the said Account, are always made in accordance with the applicable laws and regulations, in France and in the countries issuing the currency in which the Account is denominated. Or in those concerned with the execution of all or part of the instructions given to the Bank by the Client or by a third party acting on behalf of the Client, in particular as regards to the financial relations with foreign countries, international economic sanctions, the fight against corruption, tax evasion, money laundering and the financing of terrorism.

**III.1 FORMALITIES****III.1.1 Documents to be presented at the opening of the Account**

The opening of an Account is subject to the prior delivery by the Customer of all the documents listed below, according to the category to which it belongs, and in the Special Conditions, in addition to any document or additional information, which would be considered useful by the Bank. When the documents submitted by the Customer are not written in French or, if the Bank accepts, in English, the latter may request a translation of the said documents, if necessary in sworn form, in addition to any legalization formalities, the Client assuming all costs related to the provision of the documents required for the opening of the Account and any formality, including translation and legalization, related thereto.

**III.1.1.1 The Client is a company**

The legal representative (s) of the company, and its appointed agents provide (s) to the Bank:

- an original or a certified copy of the documents indicating their status within the company;
- a specimen of their signature which they provide to the Bank with proof of their identity by presenting an original of a valid official identity document with a recent photograph;
- any document, certified by a legal representative of the company, justifying the distribution of capital and voting rights within it;
- any document, certified by a legal representative of the company, to identify the beneficial owner of the Client, i.e. the natural person (s) holding, directly or indirectly, more than 10% of the capital or voting rights of the Client or exercise, by any other means, a power of control over the management, administrative or management bodies of the Client or the general meeting;
- a copy of the current by-laws or equivalent documents of foreign law certified true to the original for less than one (1) year by a legal representative;

- an original copy of registration in the Trade and Companies Register ("K-bis" extract) or, in the case of companies governed by a foreign law, any act or extract from the official register mentioning in particular the name, the legal form, the registered office, the shareholders, and the powers of the persons authorized to act on behalf of the company, up to date and less than three (3) months old;
- when the Customer has an establishment in France, an original registration extract from the Trade and Companies Register of the Commercial Court territorially competent in France; and
- the financial statements of the Client (including balance sheet and income statement) for the last three fiscal years, certified by an accountant or the legal representative (s) of the Client and, when applicable, the report (s) of the auditor, together with any management report for that period (if any); for companies that have been in existence for less than three (3) years, these documents will be provided for the last two fiscal years or the previous fiscal year, as the case may be; for companies that have been in existence for less than one (1) year, a forecast balance sheet and the operating account will be provided.

#### III.1.1.2 Company in the process of being incorporated

Are provided to the Bank:

- an original of the articles of incorporation or equivalent documents of foreign law signed, or a copy of the statutes or equivalent foreign law papers certified equivalent to the original by the person or persons acting on behalf of the company currently being incorporated, or the draft statutes or equivalent documents of foreign law;
- a letter of request to open a capital deposit account entitled in the name of the company in the process of being incorporated and followed by the words "Company currently being incorporated," signed by the person or persons acting in the name and on behalf of the company being incorporated;
- if applicable, a letter requesting the opening of an account named on behalf of the company being incorporated and followed by the mention "Company in the process of being incorporated", signed by all the shareholders or founding partners, which acknowledge in particular that they are indefinitely and jointly and severally liable for the repayment of any sum that may be due to the Bank by the company being incorporated;
- the list of partners or shareholders with their name, first name, and address, with the sums paid by each of them and the number of shares or shares subscribed for;
- any valid official document justifying the identity of the shareholders or natural or legal persons of the company being incorporated, the proof of identity of the natural persons must include a photograph; and
- any document, certified by a legal representative of the company, to identify the beneficial owner of the Client, i.e. the natural person (s) holding, directly or indirectly, more than 10% of the capital or voting rights of the Client or exercise, by any other means, a power of control over the management, administrative or management bodies of the Client or the general meeting.

#### **III.1.1.3 The Client is an association**

The legal representative (s) of the association provided (s) to the Bank:

- a proof of insertion in the Official Journal of the association's declaration of incorporation and, when applicable, an extract from the State Council resolution published in the Official Journal in which the statement of public utility of the association was published;
- an up to date copy of the articles of incorporation, certified identical to the original of less than one (1) year by the legal representative of the association;
- the document designating the members of the administrative bodies of the association; and
- the act authorizing the opening of the Account and identifying the person (s) empowered to operate it, the latter (s) must provide a specimen of their signature and a proof of their identity by presenting an original of a valid official piece of identification including a recent photograph.

#### **III.1.1.4 The Client operates as a sole proprietorship**

The Client provides the Bank with:

- a valid, official piece of identification including a recent photograph;
- a current proof of address;
- a specimen of his signature;
- in the case of merchants or self-carrying entrepreneurs based in France or carrying out all or part of their activities in France: an original copy of the Register of Commerce and Companies ("K bis" extract), up-to-date and less than three months old, when they are subject to this registration requirement; in the case of traders of foreign nationality, any document justifying the prior declaration to the competent authority in the area of exercise of their commercial, industrial or craft activity;
- in the case of self-employed craftsmen or self-employed entrepreneurs, domiciled in France or carrying out all or part of their activities in France: a certificate of registration in the Business Directory that is up-to-date and dating from the current year when they are subject to this registration obligation, together with an original copy of the registration in the Trade and Companies Register ("K bis" extract), up to date and less than three months old, when they combine the quality of a trader and that they are also subject to this registration requirement;
- in the case of Clients exercising a liberal profession: the diploma allowing the exercise of the profession concerned and/or their professional identity card;
- in the case of farmers: an original copy of a certificate of affiliation to a Caisse de la Mutualité Sociale Agricole dated from less than three (3) months;

- in the case of private limited liability entrepreneurs (EIRL): the declaration of allocation of the assets registered with a legal publicity register or a special register and, when applicable, amending statements; and
- as regard to self-entrepreneurs: a company certificate issued by INSEE bearing the SIREN / SIRET number and the APE code, being reminded that the micro-social self-entrepreneur scheme requires the opening of an account, dedicated to the professional activity of self-entrepreneur, at the latest twelve (12) months after the declaration of the creation of the company.

### **III.1.2 Documents and information to be provided after the opening of the Account**

The Customer shall promptly provide the Bank with any information and/or any useful documentary proof that it may request from time to time.

The Client shall inform the Bank, without delay, of any change in the information or information provided when opening his Account (s), of any nature whatsoever, including personal information or information, professional, economic and / or fiscal (such as a change in the civil status or legal capacity of the Client, of his legal representatives, agents, and / or Authorized Signatories, change of one or more legal representative ( s) and / or Authorized Signatory (ies), the Articles of Incorporation or any other equivalent document, the prerogatives or operation of any governance or management body of the Client, the identity or the composition of the beneficial owners, tax residence, change of domicile or registered office, nature of activity, etc.).

The Client shall also provide the Bank, at least once a year, with any document likely to justify its financial, economic and fiscal situation, and in particular its annual balance sheet and profit and loss account drawn up and certified by a chartered accountant and, when applicable, the reports of the statutory auditor and any management report relating to the financial year concerned.

### **III.1.3 Fight against tax evasion**

Under the US "FATCA"<sup>1</sup> regulations and the Organization for Economic Co-operation and Development (OECD) Standard for Automatic Exchange of Tax Accounts Information (NCD), the Bank is required to specific procedures with regard to the Clients and the beneficial owners of the Legal Entity Clients, in order to identify their tax residence and the "US persons" in relation with the FATCA regulations.

As a result, the Bank collects the documentation, and you need to note a self-certifying form, as well as any other document that is necessary for the tax statute and tax collection of the Client and, if applicable, for the beneficiaries.

<sup>1</sup> Foreign Account Tax Compliance Act (FATCA) is a US regulation that aims to fight against tax evasion by US taxpayers.

#### III.1.4 **Power of Attorney**

The Client may, subject to any restriction or limitation provided by the stipulations of the statutes governing him and / or any other act relating to his internal governance (such as in particular, but not exclusively, the rules of procedure of the Board of Directors in a company), give one or more proxies to a third party not subject to a banking or judicial prohibition.

A power of attorney is either general, in that the agent beneficiary of a power of attorney is authorized to carry out any transaction in relation to the Account, that is to say special, in that it allows the agent to realize only the operations which are explicitly listed.

The operations carried out by the agent commit the Customer fully.

The agent must deposit to the Bank a specimen of his signature, after having proved his identity, by means of a valid official identity document bearing a photograph, and of his domicile, using a recent proof of Address.

It is specified that a power of attorney granted by a Corporate Client authorized representative is in the name of the authorized individual concerned and under the responsibility of its legal representatives.

A power of attorney terminates:

- on the agreed date;
- upon receipt by the Bank of written notification from the Client informing him of the cancellation of a power of attorney;
- the effective closing date of the Account to which the proxy is attached;
- in the event of dissolution, cessation of activity or liquidation of the Client, and, when applicable, the opening of a collective proceeding other than a judicial settlement if the relevant regulations and / or the terms of the judgment ruling on the application for the opening of the joint procedure;
- in the event of renunciation of his mandate by the agent; or
- in the event of the death of the agent or the Client (natural person).

The Client shall inform the Bank in writing and without delay of any change in the powers conferred on his proxy and of any termination of the mandate. Otherwise, the responsibility of the Customer may be engaged. The Customer takes all the necessary measures, to obtain the return by his agent of all means of payment in his possession and to prevent his access to the Remote Bank and the carrying out of any payment transaction on the Website.

The Bank cannot be held responsible for the operations carried out by the agent and executed for the Client's Account before having explicitly been informed of the cause of termination of the mandate.

### III.2 OPENING OF THE ACCOUNT FOLLOWING A SOLICITING

The Agreement may be offered to the Client following a solicitation procedure.

If the Account has been opened following a solicitation procedure and the rules regarding bank and commercial solicitation apply, the Customer then has a right of withdrawal which he can exercise within a period of fourteen (14) calendar days after the date of signature of the Convention without having to justify reasons or to bear penalties. If he decides to exercise his right of withdrawal, the Customer sends to the Bank, by registered letter with acknowledgment of receipt, the withdrawal form attached to the Special Conditions after having filled in, dated and signed. The Customer bears the costs of sending this registered letter with acknowledgment of receipt. The latter is only required to pay the price corresponding to the use of the banking and financial service provided between the date of conclusion of the Agreement and the exercise of the right of withdrawal, to the exclusion of any penalty.

In cases where the Customer exercises his right of withdrawal, the Agreement is automatically terminated, without any other formality, so that the Account holder and the Bank will refund any sum collected on the one hand and on the other hand in application of as soon as possible and no later than thirty (30) days from the date of dispatch by the holder and the date of receipt by the Bank of the notice of withdrawal.

The execution of the Agreement shall be postponed until the expiry of the withdrawal period of fourteen (14) calendar days unless the Account holder indicates in the Special Conditions that he requests commencement of performance of the Agreement. Before the expiry of this fourteen (14) day period. Regardless of choice made by the Customer in the Special Conditions, any transaction made on the Account during the withdrawal period, by the Customer or on his behalf, shall be deemed to constitute Customer's agreement for commencement of performance of the Agreement. The holder will nevertheless retain his right of withdrawal during the said period.

The exercise by the Customer of his right of withdrawal under the Agreement does not affect the other contractual relations that the Customer would have with the Bank.

## CHAPTER IV: ACCOUNT OPERATION

### IV.1 CURRENT ACCOUNT RELATIONSHIP AND UNIQUENESS OF ACCOUNT

Unless otherwise specified, Account (s) opened in the name of the Client is (are) deemed to be open in Euro (EUR).

As the current account relationship is general in nature, it encompasses all the legal relationships that will exist between the Bank and the Client.

By mutual agreement, all transactions processed between them will be recorded as part of their current account relationship.

The current account opened in the name of the Client is a single account, so that the separate accounts on which the receivables will be recorded will be considered as chapters of the single account.

This principle may be waived only where the very nature of the account or the rules governing it requires the individualization of the account, or where the Bank and the Client expressly agree to exclude from the single account, an account or given claim.

As an exception, the uniqueness of account does not apply to regulated accounts or intended to record funds from third parties or to constitute a trust patrimony and of which the Client would not be the owner or for which he would be trustee, nor to the accounts of Individual Contractor with Limited Liability (EIRL).

All receivables that are or will be recorded in the single account will become simple "items" of debit or credit, which will constitute the provisional balance at any time, which will be the only due.

Also included in the current account relationship, claims that are contingent on the date of closure of the account and which would not accrue to the Bank or the Client until after the closure of the account, when the cause of these claims is before its fence.

In case of closure of the current account, the securities and guarantees attached to a transaction carried in the existing account will remain and will be free of any debit balance of the account where the secured claim has been carried.

The amount of any interest expense due to the Bank, notwithstanding the determination of a single accounting balance, shall be individually calculated based on the balance of each chapter of each account.



#### IV.2 MAIN OPERATIONS

The Account holder can do the following:

- Credit operations: receipt of transfers, issuance of SEPA direct debits known as "SDD CORE" (hereinafter referred to as "**SEPA direct debits**") and SEPA B2B direct debits ("SDD B2B") (hereinafter referred to as "**direct debits SEPA B2B**"), cash payments by credit card.
- Debit transactions: transfers issued, SEPA Direct Debit and B2B debits, bills of exchange raised, a reversal of transactions credited to the Account and unpaid income or transactions wrongly credited to the Customer's Account. In the event of a reversal of a transaction in foreign currency, the Customer also bears the loss or the possible exchange rate profit when his Account has been previously credited with the equivalent value in euros of the transaction concerned.

Unless specifically agreed, no cash deposit and withdrawal service are offered.

#### IV.3 ACCOUNT PROVISION

Except with the prior written authorization of the Bank, transactions debited to the Account are honored only within the limit of the balance available.

#### IV.4 DEBIT BALANCE IN THE ABSENCE OF ANY AUTHORIZATION

If the Account presents, for any reason, a debit position, without prior written authorization from the Bank, the Client must remedy this situation by reimbursing the debit balance as soon as possible, and in any case at the first request of the Bank. The same applies to any exceeding of the amount of a Credit per Cash, which would have been specifically granted to the Client per Article IV.5 (Credits per Cashier) below.

Any unauthorized overdraft or exceeding the amount of credit authorization by The Cashier is an irregular situation that can only be occasional and occasional. The Client is informed of this situation using his statement of account, which specifies the amount of overdraft or overrun as well as all fees, commissions, and interest received by the Bank in this respect.

The stipulations of the present article and/or the indications appearing on the statements of account addressed to the Customer cannot, in any case, be interpreted, neither for the present nor for the future, like being authorization of overdraft or increase of the amount of an approval of Credit per Cashier that would have been expressly granted to the Client.

The Account must, therefore, operate permanently in a credit position, that is to say, permanently presents a positive balance.

#### IV.5 CREDITS PER CASHIER

The Bank may, after examination, grant to its Client, who has previously requested it, a Credit per Cashier. Any Credit per Fund gives rise to the conclusion of a specific agreement concluded in writing between the Client and the Bank.

#### IV.6 ACCOUNT MAINTENANCE IN A CURRENCY OTHER THAN THE EURO

The Bank offers its clients the possibility of opening an account denominated in a currency other than the euro (EUR). The Client specifies in the Special Conditions the currency in which he wishes his Account to be designated, among the following currencies (other than the euro), as long as these currencies are freely convertible, transferable and available on the Cash Market: the renminbi (RMB), the US dollar (USD), and the pound sterling (GBP).

The opening of an account in a currency other than the euro is subject to the prior opening of a principal account in euros. Any Account denominated in a currency other than the Euro constitutes an Account separate from the Account denominated in Euro. As a result, each different currency will have a Separate Account.

The principles relating to the Account as defined in this Agreement, and in particular Article IV.1 (Current account relationship and account uniqueness) above, shall apply fully to each Account denominated in a specific currency. As a result, if several accounts are opened in the same currency other than the euro, these different accounts will constitute as many chapters of a single account.

Without prejudice to the right of the Bank to reject any instruction or transaction denominated in a currency which is not freely convertible, transferable and available on the Cash Market, the Client agrees that transactions in currencies other than the euro shall be subject to laws, decrees, regulations and taxes in force in the country of the currency concerned, and consents that the Bank shall be exempt from any liability in the event that the assets denominated in foreign currency become inconvertible, untransferable or unavailable, due in particular to a provision or imperative, political, governmental or administrative measure and outside the control of the Bank, emanating from French, and / or foreign, governmental, administrative or judicial authorities. The Bank will not incur any liability, direct or indirect, in relation to the respect of the foreign legislation and / or regulation that would be applicable to the Client's assets denominated in a foreign currency and / or to the Customer, the Customer being solely responsible for the strict respect of all the legislation and regulations to which it is subject, as well as that applicable to its assets, to its own situation and to its own status.

The foreign currency assets of the Clients are included, unless otherwise stipulated, in the Bank's assets with its foreign correspondents concerned, for the account and at the risk and peril of said Clients. All tax, administrative and other provisions, especially those relating to restrictions likely to make inconvertible, non-transferable or unavailable all or part of the assets of the Bank in the foreign countries concerned, are automatically applicable to said assets, which the Client recognize and accept.

Unless otherwise expressly instructed by the Client, transactions (creditors or debtor) denominated in currencies other than the euro will be recorded and allocated to the Client's account in the relevant currency.

If the Client does not have an account opened in the Bank's books in the currency in which the transaction is denominated, it is automatically posted to his Euro Account, after conversion, applying the exchange rate established by the Bank. Bank based on

the price recorded on the Cash Market and available from the Client Adviser on the day of the conversion (hereinafter referred to as the "**Exchange Rate**").

Transactions denominated in a currency that is not freely convertible and transferable, if not rejected by the Bank, will be credited to the Client's Euro Account and will give rise to the application of specific rules concerning, in particular, the Exchange Rate. rules are available from the Customer Advisor.

At any time, the Bank reserves the right to close the Accounts in currencies other than the euro, in accordance with the provisions of Chapter VII (Closing the Account) below, after having informed the Client of this closing and the circumstance that the currency in which the Account is denominated becomes inconvertible, untransferable and/or unavailable. Unless otherwise provided by applicable or otherwise applicable market regulations, the balance of the Account may then be converted into Euro based on the last applicable Exchange Rate between the Client and the Bank.

In other cases, such as closing the Account in foreign currency, the available balance will, at the Customer's choice:

- alternatively, converted into euros, based on the current exchange rate of the relevant currency on the day of such conversion on the day of the effective date of the closing of the Account, the amount in euros being transferred to the Account in euros open in the books of the Bank;
- alternatively, transferred in foreign currency to a third-party account designated by the Client.

In the absence of instructions from the Client, the available balance of the Account in the currency will then be converted into Euro and kept available to the Client in an internal account of the Bank.

The Client acknowledges that there is a risk related to the conversion of his assets from one currency to another (currency risk), during the life or the closure of his Accounts, which he expressly agrees to bear in full.

The provisions of this article shall not affect the rights and obligations of the Bank and / or the Client or the general nature of their current account relationship concerning Accounts or transactions recognized or denominated in euro or another currency.

#### IV.7 COMPENSATION OF VARIOUS SEPARATE CURRENT ACCOUNTS

The Client authorizes the Bank to compensate, under Articles 1347 et seq. Of the Civil Code, the balance of any current account held in euros and / or any current account held in a currency, with any sums due from which the Client would otherwise be liable accounts or transactions denominated in foreign currencies or in euros.

The offsetting will occur in the case of Accounts maintained in a currency other than the euro after conversion of the relevant currency into Euro by applying the applicable Exchange Rate, with foreign exchange fees and commissions charged to the Client specified in the relevant currency. Professionals Tariff Terms.

Any guarantees attached to the transactions recorded on the account (s) object (s) of the compensation will remain, notwithstanding the effects of the payment. These guarantees will then be carried forward to the account balance by Article IV.1 (Current Account Relationship and Account Uniqueness) above.

#### IV.8 ACCOUNT KEEPING

##### IV.8.1 Bank account statements

Bank Identification Statements (RIBs) are given to the Customer upon opening the Account. The Customer may subsequently request additional copies from the Bank. Each Account statement and checkbook includes a Bank Statement.

The Bank Identification Statement specifies, in particular, the unique identifier of the Account, namely the International Account Identifier (IBAN) and the Bank International Identification Number (BIC).

##### IV.8.2 Account statements and proof of transactions

Proof of any transaction in the Account, as well as the amount of the outstanding balance, may be reported by any means.

A monthly account statement showing the transactions in chronological order is made available to the account holder, either in paper format sent by post to the address entered by the Customer in the Special Conditions or in electronic format through the Remote Banking service.

At the opening of the Account, the Customer may opt (i) for monthly or bi-monthly mailing of statements of account in paper format or for a daily periodicity by sending in MT940<sup>2</sup> format and / or (ii) for a periodicity monthly access to its statements through the Remote Banking service, in accordance with Article V.3.2 (Available Features) below. These options may be subject to billing per the Tariff Conditions of Professionals.

Account statements, which the Client is obliged to verify, as soon as they are made available to him, to ensure the absence of any inaccuracy or omission, are considered as proof of the execution of the ordered transactions by the Client, unless he contests

<sup>2</sup> The MT940 Customer Statement Message is a standard SWIFT format used for electronic bank statements.

his intervention within a maximum period of two (2) months from the posting of the transactions concerned, after which said operations are deemed, unless proved otherwise, to be approved by the Client.

The debtor interest rate and any changes will be communicated to the Client by a statement on the statement of account.

When the Client is an individual entrepreneur or an association, he receives in paper form or any other durable medium, during the month of January of each year, a summary of the sums collected by the Bank during the previous calendar year under the products and services it receives in the management of its Account.

#### **IV.9      PRESERVATION OF DOCUMENTS**

The Bank shall keep the accounting records recording the movements relating to the Accounts for a period of ten (10) years in all appropriate media.

#### **IV.10     MEASURES OF UNAVAILABILITY OR BLOCKING OF THE ACCOUNT**

Funds credited to the Account may be subject to measures making unavailable the assets of the Client, such as measures of attachment, seizure or administrative seizure to third-party holder. Fees, the amounts of which are specified in the Professionals Tariff Terms, are collected during each measure practiced in connection with the implementation (or the preparation of the application) of an action relating to the unavailability of the balance. The Account and / or the Client's assets. These costs will be definitively acquired by the Bank regardless of the outcome of the measure concerned.

Per the legislation and regulations in force concerning, among other things, the fight against money laundering and the financing of terrorism, international financial sanctions, embargo and asset freezing measures, blocking measures may also affect the account, and its operation and / or prevent the execution of a transaction.

**IV.11      MEANS OF COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER**

The means of communication used in the context of exchanges between the Customer and the Bank are paper mail, access to the Bank's customer relations department, Distance Banking and associated secure messaging ("Customer Service" section, subsection "Message"), as well as any other means of communication and information transmission that the Bank and the Client would agree upon.

The Client agrees that the Bank will send him any document or information, for any purpose whatsoever, and especially in regard to the contractual relationship resulting from the Agreement and the transactions that may be carried out within the framework of the Account relationship, by courier, (e-mail, SMS or other), or make them available in his area of the Bank Distance. The Client agrees that the documents and information intended for the clientele and the public, such as the General Conditions, the Tariff Conditions, their successive evolutions, the security, will be made available through the Website.

In the event of a change of contact details (postal address, e-mail address, telephone number, fax number, etc.), the Customer undertakes to inform the Bank as soon as possible, using a written notification to the latter.

## CHAPTER V: REMOTE BANK

### V.1 MEANS NECESSARY FOR THE USE OF THE REMOTE BANK

The Customer can access the Remote Banking service by connecting to the Internet Site ([www.icbcparis.fr](http://www.icbcparis.fr)) through his Internet Service Provider.

The issuance of transfers within the framework of the Distance Bank requires the possession of an electronic box provided by the Bank, generating dynamic security codes (hereinafter referred to as the "**Token Box**").

The Token Box is delivered to the Customer or, as the case may be, to the Authorized Signatory (s) designated by the Customer and under its sole responsibility, on the premises of the Bank.

This delivery is made, against receipt, at the signing of the Agreement or, if applicable later, on presentation of a valid official identity document of the person (the Customer or the Authorized Signatory) to which the Token Box is delivered.

The Bank then provides the Customer or the Authorized Signatory with a twelve (12) digit password that it enters in the presence of the Customer Advisor to activate the Token Box (hereinafter referred to as the "**Activation Code**").

In order to initialize the Token Box, the Customer or, as the case may be, the Authorized Signatory, enters a six (6) digit code (hereinafter referred to as the "**Code of Use**"), which it chooses, and he is invited to confirm in the context of a new seizure. The Customer or the Authorized Signatory must enter the Code of Use during each transfer operation carried out within the framework of the Distance Banking.

For security reasons, when it is done six (6) consecutive times, at the wrong input of the Use Code, the Token Box locks for a period of twenty-four (24) hours, at the end of which it unlocks automatically. After six (6) consecutive automatic releases, the Token Enclosure must be unlocked by the Bank.

The Customer may request from the Bank, under its responsibility, several Token Enclosures. It is specified that each Authorized Signatory may only hold one Token Enclosure.

The Customer is personally responsible for the rental or acquisition, installation, and maintenance of the equipment and the rights to use the software other than those provided by the Bank. He must have ensured, under his responsibility, the compatibility of the equipment with the services offered by the Bank. Although the Bank makes its best efforts to maximize compatibility, it cannot guarantee the operation of the Remote Banking with all computer terminals or hardware as well as with computer or communication networks.

A personalized security device protects access to the Remote Banking.

The Customer is solely responsible for any fraudulent or abusive consultations or manipulations resulting from a malfunction or security breach of his internet access and / or computer equipment.

At each session, and at the end of each transaction, the Customer must immediately and systematically disconnect from the Remote Banking service and take all necessary measures to ensure that any authorized Signatories also comply with this obligation.

The Bank reserves the right to manage the secure session of the Website through cookie files.

The costs of internet connection to the Bank Distance are the responsibility of the Customer.

In case of closure of the Account, access to the Remote Banking also ends.

## V.2

### REMOTE BANKING SERVICE ACCESS - SECURITY - TRANSACTION VALIDATION

When subscribing to the Remote Banking service, the Customer or, as the case may be, each Authorized Signatory must go to the Bank's premises to enter a personal access code on a box connected to the Bank's systems. This code is composed of at least six (6) digits (hereinafter referred to as the "**Access Code**"). On this occasion, the Bank gives the Client and each Authorized Signatory a Customer ID number.

Upon the first connection to the Website, the Customer or the Authorized Signatory (ies) must enter the Customer's name as the username (hereinafter referred to as the "**User Name**"), its Customer ID number and the Access Code, to create an alphanumeric personal secret code composed of at least eight (8) characters consisting of a combination of letters and numbers (hereinafter referred to as the "**Secret Code**").

After the creation of the Secret Code, any new connection to the Website requires the entry of the Customer ID number and the Secret Code, it is specified that from September 2019, it will also be necessary to enter a dynamic security code generated using the Token Box (hereinafter referred to as the "**Dynamic Security Code**").

It is then possible to access the functions of the Remote Banking.

To issue a transfer within the framework of the Remote Banking, you must press the red key on the Token Box and enter the User Code, then press the "OK" key. A six-digit Dynamic Security Code then appears on the Token Box and is valid for a period of sixty (60) seconds to validate the transfer transaction concerned by the entry of the said Dynamic Security Code on the Website.



As a safety precaution, if three (3) to six (6) consecutive times are performed according to the settings of the Token Box, the wrong entry of the Dynamic Security Code will cause the Token Box to lock automatically. During the blocking period of the Token Box, the Customer will no longer be able to initiate transfer transactions via the Remote Banking. As of September 2019, when access to the Remote Banking will also require entering the Dynamic Security Code, the Client will no longer be able to access the Token Box (and therefore the advisory functions until unlocked by the Bank.

The Customer is solely responsible for the storage and use of the tools and other security features such as the Token Box, entrusted to him or entrusted to an Authorized Signatory, as well as any code and password, and including the Access Code, the Customer ID number, the User Name, the Secret Code, the Code of Use and the Dynamic Security Codes, under sufficient security conditions to preserve, at all times, the security and secrecy and confidentiality of these elements. Assume all the consequences that need to be resumed for the non-respect of their obligations.

In this regard, it is mainly the Customer's responsibility to review the security information available on the Website that may be updated at any time and to inform its Authorized Signatories.

It is also recommended to modify the Secret Code and the Code of Use regularly and to follow the indications and advice given by the different channels of the Distance Bank.

For security reasons, when the Customer or, as the case may be, an Authorized Signatory, makes three (3) incorrect consecutive seizures of his Secret Code, he can no longer access the Remote Banking for a period of twenty-four (24) hours, after which access to the Remote Banking is automatically restored. When this process of automatic restoration of access to the Remote Banking has already been implemented two (2) consecutive times, any new blockage will then require the intervention of the Bank to restore access to the Remote Bank services.

In the latter case, as well as in the absence of any blocking, the Bank provides at the request of the Client or, as the case may be, the Authorized Signatory, a new Secret Code to the persons concerned. This request can be formulated either in writing by means of a letter or an e-mail addressed to the Customer Adviser (doubled by a confirmation by means of a telephone call to the Customer Adviser), or by means of a call telephone number (accompanied by a confirmation by letter or e-mail addressed to the Customer Adviser), or by presenting himself at the Bank window by completing the specific application form for a new Secret Code.

The Bank communicates a new Secret Code to the Customer or, as the case may be, to the Authorized Signatory, at the discretion of the latter, either as part of a physical delivery at its premises, or by any other means of remote communication chosen by the Bank (letter and / or e-mail and / or telephone call) to the last known contact details of the Customer.

In the event of theft, loss, misappropriation or fraudulent use of any of the codes and passwords referred to in Section V.1 (Means Required for the Use of the Remote Banking) above as well as in the present article V.2 (Access to the service of Distance Banking - Security - Validation of the operations), the Customer must inform the Bank

immediately, in particular by telephone at + 33 (0) 1 40 06 58 58 (in French, Chinese or English) or + 33 (0) 1 40 06 58 88 (in Chinese or English). Prior to the aforementioned information, all transactions made using these codes and passwords are deemed to originate from the Customer (and its Authorized Signatories for whom it assumes responsibility) that will bear all the consequences.

The Bank reserves the right to change the Username and / or the Customer ID number and / or the Secret Code and / or the Customer Code of Use at any time without notice prior, and without limitation, especially in case of risk of fraud or security threat. The Bank will then inform the Client by any means. It will communicate the new Username and / or Customer ID Number and / or the new Secret Code and / or the new Code of Use to the Customer or the Authorized Signatory (ies), (s) at his choice, either on his premises or by sending them a simple postal mail at their last known address.

When the Customer suspects a case of fraud concerning his Account and / or his means of payment, he immediately informs the Bank by means of a telephone call to + 33 (0) 1 40 06 58 58 (in French, Chinese or English) or + 33 (0) 1 40 06 58 88 (in Chinese or English). Concomitantly with this telephone call, the Customer confirms to the Bank the suspicion of fraud through an e-mail sent to the following address: bankingdept@fr.icbc.com.cn, with the mention "Very urgent / suspicion fraud" in the subject line of the e-mail.

Finally, when the Customer encounters a difficulty to connect, and after verifying that this difficulty is not attributable to his equipment and / or his internet service provider, he can contact the Bank by telephone at +33 (0) 1 40 06 58 58 (in French, Chinese or English) or + 33 (0) 1 40 06 58 88 (in Chinese or English).

### **V.3 PRODUCTS AND SERVICES ACCESSIBLE THROUGH REMOTE BANKING AND FEATURES**

#### **V.3.1 Products and Services Accessible through Remote Banking, Available Features and Transactional Functions**

The products and services offered by the Bank to which the Client may access through the Distance Banking are the current accounts as well as the services subject to transactional functions as referred to in Article V.3.3 (Transactional Functions) below (hereinafter referred to as "**Accessible Products and Services**").

The categories of Accessible Products and Services are subject to change.

#### **V.3.2 Available features**

By default, the Customer has access to consultation and transaction functions, where available, for all Accessible Products and Services to which he has subscribed. The Customer may, however, choose to exclude some of the Accessible Products and Services, which will no longer appear in the lists of Products and Accessible Services that may be the subject of a consultation or transaction by the Customer. It may also choose to terminate all or part of the available transactional functions, with the fact that termination of the consulting features also terminates the Distance Banking service.

Any closure or reactivation of the Accessible Products and Services and / or the transactional functions of the Distance Bank must be the subject of a written request addressed to the Bank by the Client.

Subject to the specific provisions of Chapter V (Distance Banking), the services provided through the Distance Banking are governed by all the other provisions of the Agreement.

Depending on the technical tools available to the Customer, and the choices and options made by the Customer, the Customer can access the following features within the scope of the Remote Banking:

- consultation of the balance and account history;
- information service (the balance as well as the last transactions on the account) over a sliding period of one (1) year maximum;
- download monthly account statements in PDF format for a rolling period of up to one (1) year;
- download data from an Excel spreadsheet of all transactions on the account over a rolling period of up to one (1) year;
- download of a Bank Statement of Identity;
- access to the Customer's personal information;
- transmission of instructions for the purpose of carrying out transfer and spot exchange transactions, these instructions being entered directly by the Customer on the dedicated page of the Distance Banking; and
- access to secure e-mail to exchange with his Client Advisor.

### **V.3.3 Transaction functions**

Subject to having activated the function "transfer," the existence of an adequate provision on the Account and the respect of the stipulations of the Convention, the Customer can transmit, through the Bank at Distance, orders occasional transfer credit.

These transfer orders will be executed at the debit of the Account selected by the Client, as the issuing account, for the benefit of an account appearing on the list of the beneficiary accounts entered by the Customer on the relevant page of the Distance Bank.

According to the powers and levels of authorization given by the Customer to each Authorized Signatory, as specified in the Special Conditions, each Authorized Signatory may issue a transfer order and / or validate this order, it is understood that, for a transfer order given by an Authorized Signatory, this transfer order may be validated by the same Authorized Signatory or, depending on the level of authorization given to it by the Customer, by another Authorized Signatory or, jointly, by two other Authorized Signatories duly authorized by the Customer.

Transfers are executed in accordance with the provisions of Article VI.2 (Transfers) below.

Any order received through the Distance Bank and executed by the Bank commits the Client.

When the Bank allows the Client to access the transactional functions of the Distance Bank to carry out spot foreign exchange transactions, it shall first enter into a specific agreement governing such transactions with the Bank.

**V.4**      **PRICING**

Access to the Remote Banking and the services offered in this context are subject to a fee per the Terms and Conditions of Professionals.

**V.5**      **PROBATIONARY EFFECT**

The entry of the various codes and passwords referred to in Articles V.1 (Means necessary for the use of the Distance Banking) and V.2 (Access to the Distance Banking Service - Security - Validation of Transactions) above takes the place of an electronic signature. It allows the identification of the Client (and its Authorized Signatories) and constitutes proof of his consent to the operations carried out and their attribution to him.

All transactions ordered by the Client through the Remote Banking are listed in the account statements, duplicates of which will be kept by the Bank during the archiving periods required per legal and conventional requirements.

The documents and records issued and / or provided through the Distance Banking in paper format and / or on computer support, constitute proof of the transactions ordered by the Customer unless proven otherwise.

V.6

BANK DISCLAIMER

The Bank will not be held liable for any consequences arising from any of the following:

- non-compliance by the Customer (or an Authorized Signatory or an agent of the Customer) of the rules of use of the Distance Bank provided for in these Terms and Conditions; and or
- disclosure by the Customer (or an Authorized Signatory or Agent of the Customer) to a third party of its codes and passwords, regardless of the cause (for example, accidental or negligent cause, fraud, improper use, hacking or other); and or
- improper use and / or non-compliance with the retention conditions (loss, theft, etc.) by the Customer (or an Authorized Signatory or a Client representative) of his various codes and passwords; and or
- communication by the Customer (or an Authorized Signatory or an agent of the Customer) of inaccurate, partial or misleading information or the issuance of false or erroneous statements; and or
- failure in the operation of the Customer's equipment (or an Authorized Signatory or Customer's agent) and / or telecommunications networks and / or any error attributable to the managers of such networks and / or a virus or malfunction affecting the equipment or the Customer's communications (or an Authorized Signatory or an agent of the Customer); and or
- suspension or delay in execution of an order where such suspension or delay is not attributable to the Bank; and or
- case of force majeure or made by a third-party making access to the Bank at a distance impossible.

If the Remote Bank is made temporarily unavailable for technical reasons, the Bank informs the Customer, by any means, and as soon as possible.

The Bank is not involved in any dispute that may arise between the Customer and the supplier of computer or internet access equipment, or which is related to the use of fixed or wireless telecommunications networks.

The Customer assumes full responsibility for its decision to use one or more Authorized Signer (s) and transactions that may be carried out by them; the Bank incurs no liability in this regard. The Customer makes sure that his Authorized Signatories respect the stipulations of the Agreement, which he will specifically bring to their attention, and is fully liable for any violation of the said stipulations by any Authorized Signatory.

**V.7** **TERMINATION OF THE REMOTE BANKING SERVICE**

The Customer adheres to the Distance Banking service for an indefinite period.

The Customer and the Bank may terminate the Distance Banking Service at any time. The initiating party shall notify its decision in writing to the other party by means of a registered letter with acknowledgment of receipt. Termination shall take effect upon the expiry of a period of notice of one (1) month from the date of receipt of the termination letter by the party to which notice of termination has been given.

The Bank may, in addition, either suspend access to the Distance Bank in case of an alleged compromise of the confidentiality of the service or terminate it at any time and without notice in case of serious misconduct or serious breach of the Client to one or more of its contractual obligations.

In all cases, the closure of the Account, either on the initiative of the Client or at the initiative of the Bank, in accordance with the procedures described in Chapter VII (Closing the Account) below, shall result in immediate termination and by operation of law. Membership in the Remote Banking service for the relevant Account. When all the Client's Accounts are closed, the Agreement is terminated, and all services relating to the Distance Banking terminate concurrently with the effective closing of the Accounts.

In all cases, it is the Customer's responsibility to (i) return to the Bank all Token Enclosures and all other tools entrusted to it and to its Authorized Signatories, and (ii) proceed to the destruction of all codes and passwords relating to the Distance Bank, in its possession or that of its Authorized Signatories, by the date on which the Distance Banking service actually ends.

## CHAPTER VI : INSTRUMENTS AND PAYMENT SERVICES

### VI.1 CHECKS

The bank does not issue check forms (checkbooks) and there isn't check can be drawn on the Customer's Account . By accepting these General Terms and Conditions, as amended, the Customers expressly acknowledges that they have returned to the Bank all check forms in their possessions prior to [31 March 2023], and that all checks already issued by Customer have been debited from an Account.

### VI.2 TRANSFERS

#### VI.2.1 Types of transfers

The transfer issued is the transaction by which, on the Client's order, the Bank debits the Customer's Account of a sum of money to credit another account whose holder is a third party or the Customer himself.

The transfer received is the transaction by which, on the order of a third party or the Client himself, the Bank credits the Client's Account with a sum of money.

The transfer can be occasional for a one-off operation. It is executed immediately or deferred on the date specified by the Customer within a maximum period of one (1) month.

The transfer may also be permanent for automatic and regular transactions, depending on the duration, periodicity and amount of the permanent transfer as determined by the Client, subject to acceptance by the Bank.

The euro transfers made in the SEPA zone are referred to as "SEPA transfers" when they are made to or from the same zone, the other transfers being referred to as "international transfers."

#### VI.2.2 SEPA transfers

##### VI.2.2.1 Issuing a SEPA transfer

###### VI.2.2.1.1 SEPA credit transfer order

The SEPA transfer order can be given on the spot, at the Bank's counter, or sent by post. It is always transmitted in a written form, by means of the list made available by the Bank for this purpose, duly completed and signed by the Customer, it being specified that the Client's consent results from this signature.

The Customer may also issue a transfer order via the Distance Bank, under the conditions and in the manner described in Chapter V (Distance Banking) above.

For execution, the transfer order must contain the following information:

- the Bank International Identification Number (BIC) and the International Bank Account Number (IBAN) of the transfer;
- the name of the Beneficiary as well as the BIC and the IBAN of the account receiving the transfer; the amount of the transfer;
- the execution date in the event of a deferred transfer; and
- the frequency of the transfer orders, in case of a permanent transfer.

#### **VI.2.2.1.2 Time of receipt of the SEPA credit transfer order**

SEPA transfer orders are sent to the Bank by post or via the Distance Bank.

Any SEPA transfer order that is not received by the Bank on a Business Day, or that is not received on a Business Day before fifteen (15) hours (GMT + 1) or before any other time limit that would have been defined by the Bank is deemed to have been received on the next Business Day at nine (9) am (GMT + 1).

In the event that the Account to be debited is not sufficiently provisioned for the execution of the transfer concerned, the Client's order will be rejected for lack of provision, except where, at the time of transmission of the transfer order the Client and the Bank have agreed that execution of the order will commence on a given day or at the end of a specified period or the day on which the Client makes the funds available to the Bank (hereinafter referred to as the "**Agreed Date**"), the moment of receipt of the said order then being deemed to occur on the Agreed Date (or the next Business Day if the Agreed Date is not a Business Day or if the funds are made available after fifteen (15) hours (GMT + 1)), and as soon as the provision is actually available on the Agreed Date for the proper execution of the transfer order. Otherwise, the transfer order is rejected for lack of provision and the Customer will be charged the rejection fees, in accordance with the Tariff Conditions of Professionals.

For permanent transfers, the moment of receipt of the order is deemed to be the Business Day preceding the periodic date designated by the Client.

#### **VI.2.2.1.3 Withdrawal by the Customer of his consent to the execution of the SEPA Credit Transfer Order**

The SEPA transfer order is in principle irrevocable as soon as it is received by the Bank, the time of receipt of the order being determined in accordance with Article VI.2.2.1.2 (Time of receipt of the SEPA credit transfer order). -above.

However, in case of occasional deferred execution transfer or permanent transfer, the Customer may revoke his order or, as the case may be, the series of transfers, provided that the Client makes his request for revocation, at the latest, at the end the Business Day preceding the date on which the transfer is to be executed. This request for revocation is made by a telephone call from the Customer to the Client Advisor, together with a confirmation e-mail addressed to the latter to which is attached the



specific form of a request for cancellation of a transfer order SEPA signed by the Customer.

#### **VI.2.2.1.4 Execution of the SEPA transfer**

The Bank shall execute the SEPA Classic credit transfer order issued by the Customer no later than the end of the first Business Day following the moment of receipt of that order, determined in accordance with Article VI.2.2.1.2 (Time of receipt of the SEPA transfer order) above. This period is increased by one additional Business Day for paper-based transfer transactions.

However, the Bank may refuse to execute a transfer order. In this case, it informs the Customer of this refusal, by any means, at the latest in the period of execution provided for in the preceding paragraph. Where possible, the Bank specifies the reason for the refusal. Payment incident fees are collected by the Bank in accordance with the Tariff Conditions of Professionals.

When the Customer is the remitter of a SEPA instant transfer of 100,000 euros or less, it will be credited to the beneficiary's account in a matter of seconds.

In accordance with evolving European regulations, the bank provides the implementation of the Beneficiary Verification service, effective October 9, 2025. Beneficiary Verification is a new security measure designed to protect transfers against errors and fraud attempts. This service aims to enhance the security of transfers and prevent transaction errors and fraud. It verifies that the name entered matches the name of the account holder. In case of any discrepancy, the system will alert you to prevent funds from being mistakenly transferred to another person or to a fraudulent account. Please note that, regardless of the verification result, the final decision to confirm the transfer rests with you. We recommend that you remain vigilant and check any alerts when the match is not complete before confirming your transfer, which remains your responsibility. Mandatory from October 9, 2025, within the European Union, this verification will apply to all standard and instant SEPA transfers.

#### **VI.2.2.1.5 Challenge of the SEPA transfer**

The Customer is entitled to dispute any unauthorized or improperly executed SEPA transfer by means of a notification sent to the Bank as soon as possible and at the latest before the expiry of a period of two (2) months, following the date of debiting the transaction.

The procedures for contesting the SEPA transfer issued are specified in Article VI.2.4 (Dispute of a transfer) below.

#### **VI.2.2.2 Receipt of the SEPA transfer**

When the Client is the beneficiary of a classic SEPA transfer, his Account is credited, unless there is a specific prohibition or circumstance requiring Bank intervention, immediately after receipt by the Bank of the funds received from the Payor's Payment Service Provider.

When the Customer is the beneficiary of a SEPA instant transfer of 100,000 euros or less, it will be credited to the Customer's account in a matter of seconds.

### **VI.2.3 International Transfers**

International transfers are transfers, other than those referred to in Article VI.2.2 (SEPA Transfers) above, carried out in the SEPA zone in a currency other than the euro or outside the SEPA zone.

They are governed by the provisions of these General Conditions applicable to SEPA transfers subject to the provisions of Articles VI.2.3.1 (Currency of the international transfer) to VI.2.3.4 (Receipt of international transfers) below.

#### **VI.2.3.1 Currency of the international transfer**

The Client indicates in his transfer order the currency in which it must be executed; it is specified that international transfers cannot be issued in a currency other than the euro (EUR), the renminbi (RMB), the US dollar (USD) or the pound sterling (GBP). For an international transfer in another currency, the Customer is invited to contact his Customer Advisor.

#### **VI.2.3.2 Irrevocability of the international credit transfer order**

The transfer order shall be irrevocable as soon as it is received by the Bank, the time of receipt of the order being determined in accordance with the rules and principles relating to SEPA Credit Transfers which are set out in Article VI.2.2.1.2 (Time of receipt of the SEPA transfer order) above.

#### **VI.2.3.3 Execution period for the international credit transfer**

The execution time of an international transfer issued shall be two (2) Business Days from the conversion into the relevant currency.

#### **VI.2.3.4 Receipt of international transfers**

International transfers received in the currency of a state party to the agreement on the European Economic Area that does not belong to the eurozone are immediately credited to the Customer's Account, including in the event of conversion.

International transfers received in a currency other than that of a State Party to the Agreement on the European Economic Area are credited to the Customer's Account after conversion.

#### **VI.2.4 Dispute of a transfer**

##### **VI.2.4.1 Dispute of unauthorized transfer**

Except in the event that the Bank has good reason to suspect a fraud of the Client of which it informs in writing the Bank of France, the Customer is refunded the amount of the transfer not authorized, at the latest, the first Working day following the reception by the Bank of the relevant transaction, and the Client's Account is reinstated to the state in which it would have been if the debit resulting from the unauthorized transaction had not occurred, and on a timely basis valuable.

##### **VI.2.4.2 Challenge of a transfer wrongly executed or executed late**

In the event of a badly executed transfer, the Customer shall be reimbursed, without delay, for the amount concerned, and the Client's Account will be restored to the state in which it would have been if the debit resulting from the wrongly executed transaction had not taken place, and with good value date.

In the event of a late transfer, the Beneficiary Payment Service Provider shall, at the request of the Payor, ensure that the value date on which the Beneficiary's account has been credited is not later than the value date, which would have been attributed to him if the operation had been correctly carried out.

When the Payment Service Provider of the Payor, who tries to recover the funds in the event of a poorly executed operation, does not succeed in doing so, he shall, at the Payor's request, communicate all the relevant information in his possession, and in particular those communicated to it by the Beneficiary's Payment Service Provider, as the latter is required to do, and which could document the Payor's legal action for the purpose of recovering the funds concerned.

##### **VI.2.4.3 Verification of the merits of the challenge of the Client**

Any reimbursement made by the Bank to the Client in the context of a dispute is made subject to verification of the merits of the latter, so that the Bank is authorized to reverse a writing when it proves even ex post facto, that the transaction at the origin of the writing concerned was, as the case may be, either authorized by the Customer or if it is established that the latter has committed fraud or gross negligence, either correctly executed by her.

#### **VI.3 SAMPLES AND TIP SEPA**

##### **VI.3.1 SEPA and B2B SEPA Direct Debit**

###### **VI.3.1.1 Principles**

The Client can use the SEPA Direct Debit and the SEPA B2B Direct Debit, which allows the debtor to withdraw money between a creditor and his debtor when they have an account opened in the books of a Payment Service Provider located at within the SEPA zone. The Customer is creditor when the direct debit is issued, and debtor when it is received. These samples can be either casual or recurring.

The implementation of a SEPA Direct Debit or SEPA B2B Direct Debit is based on the consent of the debtor, on the one hand, that his creditor issues the relevant direct debit orders, and on the other hand, that his bank debits its account of the amount of these orders.

This dual mandate and the debtor's consent to the SEPA B2B or SEPA Direct Debit transactions are materialized by the signature affixed by the debtor on the single dedicated form that he gives or sends to his creditor.

Each SEPA Direct Debit or SEPA B2B Mandate is identified by a Unique Mandate Reference (RUM) provided by the creditor and contains the Creditor Identifier (ICS) of the creditor, which the creditor can obtain by approaching the Bank.

A mandate for which no SEPA Direct Debit or SEPA B2B direct debits order has been presented for a period of thirty-six (36) months (from the due date of the last if it has been refused, rejected, returned or refunded by the debtor's bank) becomes obsolete and should no longer be used. As the creditor is not authorized to issue SEPA direct debits or B2B debits based on a mandate that has become obsolete, he must obligatorily have the debtor sign a new direct debit mandate that will include a new RUM.

Before using the debiting service, the Customer undertakes to read the rules and operating rules relating to SEPA Direct Debit and B2B Direct Debit, by consulting the websites of the European Payments Council (EPC). <https://www.europeanpaymentscouncil.eu> and the French Committee for Banking Organization and Standardization at <https://www.cfonb.org>.

### **VI.3.1.2 Issuance of a levy by the creditor Client**

#### ***VI.3.1.2.1 Rules and obligations of the Customer in respect of the issue and revocation of the direct debit mandate***

To issue SEPA Direct Debit or SEPA B2B direct debits, the Customer approaches the Bank in order to set up this service, which is subject to prior approval by the Bank and compliance by the Client with the rules applicable to this service, and in particular, those set out in these Terms and Conditions. In the event of non-compliance by the Customer with the rules relating to the withdrawals, his ICS may be withdrawn.

A specific agreement has been previously concluded with the Bank for the issue of SEPA B2B direct debits, it being specified that the latter method of deduction is strictly reserved for debtors acting in the context of their professional activity and does not include any right to reimbursement of authorized transactions and they are correctly executed.

In order to set up a SEPA Direct Debit Mandate, the Customer is obliged to:

- generate the Unique Reference of the Mandate (RUM) and communicate it to its debtor;
- reproduce on the debit mandate all the mandatory details established by the EPC (European Payments Council);

- submit the debit mandate to the debtor, who completes it where applicable, and signs it;
- indicate in the mandate its name or trade name to appear in the debit orders and appear in the information returned to the debtor.

The Client may not mention incorrect information in the mandate the impossibility for the debtor to revoke the SEPA Direct Debit Mandate, nor make commitments on behalf of the Bank or that of the debtor, except with the agreement of the latter.

The Client may issue only one SEPA Direct Debit in the event of a one-off mandate; it is specified that when the Client enters into several contracts with the same debtor, each contract must be the subject of a separate direct debit mandate specific to the contract concerned.

In the event of the debtor's revocation of the SEPA Direct Debit Mandate, the Client may no longer issue a levy in respect of this debtor. The Customer nevertheless retains the direct debit mandate for the necessary duration and at least for a period of thirteen (13) months after debiting the debtor's account plus a period of thirty (30) calendar days during which the Service Provider Debtor's Payment Services looks for proof of consent.

#### ***VI.3.1.2.2 Pre-conditions for the issuance of a pre-SEPA mandate***

The Customer must hold an ICS.

He must have received from his debtor a money order signed by him, containing the unique reference (RUM) corresponding to this mandate that he has previously communicated to him, and authorizing him to issue a debit from the debtor's bank account.

Before making SEPA direct debit order files for the Bank, he must ensure that the format of the IBANs supplied to him is consistent and indicate in each order of withdrawal the IBAN / BIC pair he has been given, communicated by the debtor, it is specified that the Bank will rely solely on the IBAN to process the direct debit transactions for which the BIC communication is merely optional.

#### ***VI.3.1.2.3 Relationship between the Customer and its debtor***

The issue of SEPA Direct Debit Orders is subject to the Customer's compliance with the obligation's incumbent upon it regarding its debtor.

Each SEPA Direct Debit must give rise to prior notification from the Customer, addressed to the debtor by any means (invoice, notice, schedule or other), at least fourteen (14) calendar days before the expiry date of the relevant levy, unless specifically agreed on a different deadline.

The Customer specifies to the debtor the contact details (point of contact) to which the latter sends him any request for modification or revocation of the SEPA Direct Debit Mandate, or claim.

Disputes are handled directly between the Client and its debtor, it is specified that in the event of a request by the debtor, the Customer suspends the transmission of the relevant SEPA Direct Debit Order or issues an instruction for the purpose of recalling or, as the case may be, the cancellation of the order of withdrawal already issued.

In the event of the debtor's revocation of the money order, or in the absence of an order for removal for the warrant in question for a period of thirty-six (36) months, the Client must cease issuing any SEPA direct debits and, if wishes to issue a direct debit, ask the debtor for a new direct debit mandate with a new RUM.

It is the Customer's sole responsibility to retain the debit mandate, in paper or electronic format, according to the term of the mandate and the retention and archiving rules to which it is subject.

#### **VI.3.1.2.4 Relationship between the Client and the Bank**

The Customer's handling of SEPA Direct Debit transactions and their timely delivery are subject to Customer's compliance with the Bank's agreed delivery deadlines.

It is specified that the Bank acts as a Payment Service Provider and is strictly foreign to the underlying obligations and relationships between the Client and its debtor, so that the transactions are executed "except for good purpose" and that they may be reversed against the Customer's Account.

The Client shall inform the Bank without delay of any change in its identification, particularly in the event of a merger, absorption or internal reorganization likely to lead to a change in the ICS and shall consider any changes in its SEPA direct debit orders. It does not return to the SEPA Direct Debit Bank until these changes and their consequences have been considered.

At the request of the Bank, the Client delivers the mandate or any proof of the existence of this mandate at its disposal, and more generally all elements related to the operations of withdrawal.

#### **VI.3.1.2.5 Declarations by the Client for SEPA direct debits**

The Customer declares to have the knowledge and to accept that:

- his SEPA direct debit orders may be rejected by the Debtor's Payment Service Provider prior to settlement;
- SEPA Direct Debit Returns may be submitted to the Bank by the Debtor's Payment Service Provider within five (5) business days of settlement, thereby reversing the Account;
- SEPA Direct Debit Returns may be submitted to the Bank by the Debtor's Payment Service Provider upon request for reimbursement by the Debtor within

eight (8) weeks (plus two (2) business days) after the date on which the debtor's account is debited, thereby giving rise to a reversal of the Account;

- SEPA Direct Debit Returns may be submitted beyond the eight (8) week period and for a period of thirteen (13) months after the debtor's debit date (plus thirty (30) calendar days for the maximum duration of the challenge procedure, in addition to four (4) interbank days), on the grounds of "unauthorized transaction" subject to the application of the procedure for seeking proof of consent, and thus give rise reversed on the Account.

The Client thus authorizes the Bank, in the aforementioned cases, to debit his Account for the amount concerned, including the compensatory interest, if any, requested by the Debtor's Payment Service Provider.

### **VI.3.1.3 Issuance of a levy by a creditor of the debtor Client**

#### ***VI.3.1.3.1 The Client agrees to the execution of a direct debit***

By signing the debit mandate form and delivering it to the creditor concerned, the Client gives the Bank the payment order. He thus consents to the SEPA direct debits or, as the case may be, the SEPA B2B direct debit, and authorizes the Bank to pay the creditor by debiting his Account for the amount of which he is a debtor in respect of the latter.

The signature of the SEPA B2B Direct Debit Mandate is the express waiver by the Client of his right to reimbursement of authorized and correctly executed transactions.

In the case of recourse to the levy for recurring payments, the single mandate constitutes consent to the execution by the Bank of each of the withdrawals subsequently submitted.

The Client verifies, with regard to the agreement concluded with his creditor, the conformity of each debit transaction before its execution, of which he is informed by means of prior notification of the creditor at least fourteen (14) calendar days before the date expiry date (unless otherwise agreed).

The Bank is under no obligation to check the mandate data contained in the SEPA direct debit order.

In the event of the signature of a SEPA B2B Direct Debit Mandate, the Client shall immediately inform the Bank of the data of the said mandate, of the modifications relating thereto or, where appropriate, of its revocation. On the basis of this information, the Bank verifies, before proceeding with the payment of a SEPA B2B Direct Debit Mandate, that there is no inconsistency between, on the one hand, the data of the original or amended mandate, and the specific instructions of the Customer and, on the other hand, the elements relating to the withdrawal operation as received from the Creditor Payment Services Provider. The SEPA B2B Direct Debit is rejected by the Bank when the Bank does not have data on the mandate, or when it identifies an inconsistency in the above-mentioned control.

The debit mandate remains valid notwithstanding the change of bank details of the Customer, the latter undertaking to communicate them to the creditor so that the latter can take them into account.

The Client may, if he wishes, give specific instructions to the Bank concerning withdrawals issued for the benefit of his creditors in order to:

- limit the payment of levies to a certain amount and / or at a certain periodicity;
- block any withdrawals from his Account;
- block any deduction initiated by one or more designated creditors; and
- authorize only withdrawals initiated by one or more designated creditors.

#### **VI.3.1.3.2 *Revocation by the Client of his consent***

Upon receipt by the Customer of the notification prior to the execution of a levy referred to in Article VI.3.1.3.1 (Customer's Consent to Execution of a Levy) above, it is the Customer's responsibility to verify compliance and, in case of disagreement, immediately ask the creditor to suspend the levy concerned.

If the debit is not suspended, it is the Client's responsibility to notify the Bank, in writing and no later than the end of the Business Day preceding the day agreed for the debit of the funds in his Account, his opposition to the levy (s) concerned is the revocation of his Payment Order.

If applicable, the Customer may extend his opposition to subsequent withdrawals, subject to expressly mentioning it in his written notification to the Bank, which will reject all the levies concerned by the opposition, unless the Client decides to withdraw his opposition, following the same formalism.

When the Client wishes to terminate the authorization granted to a given creditor, it is his responsibility to notify the latter of his decision to revoke his direct debit mandate, taking care to inform the Bank at the same time.



**VI.3.1.3.3 Refusal by the Bank to execute a debit order**

The Bank may have to refuse to execute a debit order, especially when the Account to be debited is not sufficiently provisioned for the execution of the relevant levy on the due date.

A notification specifying the reason for the refusal will be sent to the Customer by any means.

**VI.3.1.3.4 Opposition of an authorized direct debit**

In the event of a SEPA B2B Direct Debit authorized by the Customer, the Customer may not request a refund.

In the event of an authorized SEPA Direct Debit, the Customer may request a refund for a period of eight (8) weeks from the date on which the funds were debited from his Account.

The fees owed by the Client in respect of opposition are specified in the Professionals Tariff Terms.

**VI.3.1.3.5 Opposition of an unauthorized, poorly executed or belated direct debit**

The Customer is entitled to contest any unauthorized or improperly executed SEPA Direct Debit or SEPA B2B Direct Debit by means of a notification sent to the Bank as soon as possible and at the latest before the expiry of a period of two (2) days (2) the month following the date of debiting the transaction.

Except if the Bank has good reason to suspect fraud of the Client of which it informs in writing the Bank of France, the Customer is refunded the amount of the unauthorized deduction, at the latest, the first Business Day following the reception, by the Bank of the dispute relating to the transaction concerned.

In the case of poorly executed collection, the Customer is refunded, without delay, the amount concerned.

In the event of an unauthorized or improperly deducted debit, the Client's Account is reinstated to the state in which it would have been if the debit resulting from the unauthorized or improperly executed transaction had not occurred.

When a Payment Transaction is executed late, the Beneficiary Payment Service Provider shall, at the request of the Payor's Payment Service Provider acting on behalf of the Payor, ensure that the value date on which the Payor's Beneficiary was credited not later than the value date that would have been attributed to him if the transaction had been properly executed.

**VI.3.1.3.6 Verification of the merits of the Client's dispute**

Any reimbursement made by the Bank to the Client in the context of a dispute is made subject to verification of the merits of the latter, so that the Bank is authorized to reverse a writing when it proves even ex post facto, that the transaction at the origin

of the writing concerned was, as the case may be, either authorized by the Customer or if it is established that the latter has committed fraud or gross negligence, either correctly executed by her.

#### **VI.3.1.4 Searching for funds trace**

When the Payment Service Provider of the Payor, who is trying to recover the funds in the event of a poorly executed, non-executed or late execution, fails to do so, the latter shall, at the request of the Payor, provide all the information useful information in its possession, and in particular those communicated to it by the Recipient's Payment Services Provider, as the latter is required to do, and which could document the Payor's legal action for the purpose of recovering the funds concerned.

#### **VI.3.2 TIP SEPA**

The SEPA TIP is a SEPA Direct Debit payment service, which allows you to pay bills remotely by expressly agreeing to each payment.

The SEPA TIP is sent to the Client by his creditor. The Customer must sign the SEPA TIP and return it to his creditor. The SEPA TIP is then the debit mandate and payment agreement for the amount indicated therein and is governed by the rules applicable to SEPA direct debits.

When it is punctual, the SEPA TIP attached to an invoice is the debit mandate and the payment agreement for the amount paid on the SEPA TIP.

When it is recurrent, the first SEPA TIP signed by the debtor Customer is then the SEPA Direct Debit Mandate and the payment agreement for the debit of the amount presented on the invoice and the SEPA TIP. The SEPA TIPs subsequently sent by the creditor to the debtor Customer shall be deemed to be payment agreements for the amounts presented on each of the said SEPA TIPs which will refer to the mandate constituted by the signature of the first SEPA TIP.

#### **VI.4 BANK CARD BILL DISCOUNTS**

In order to join the credit card payment system, the Customer approaches the Bank in order to set up this service, which is subject to the prior agreement of the latter.

Membership in the credit card payment system results in the conclusion of a specific acceptance contract which details the general and tariff conditions applied by the Bank to the bank card bill remittances made by the Customer.

The amounts of these discounts, net of commissions received or gross with the collection of these fees by debiting the Euro Account, are credited to the Account.

## **VI.5 commercial effects**

### **VI.5.1 Bills of exchange raised (LCR)**

#### **VI.5.1.1 Collection and discount of bills of exchange (LCR)**

Unless otherwise agreed between the Client and the Bank, the Bank shall not collect a bill of exchange (LCR) on behalf of the Client, nor make any discount.

#### **VI.5.1.2 Payment of bills of exchange (LCR)**

Prior to the settlement date of bills of exchange (LCR) presented for payment, the Bank communicates to the Client a bill of lading to pay, specifying the main characteristics in order to obtain the Client's formal agreement to pay for each of the bills presented to payment.

This statement of bills payable is sent to the Customer in electronic form. The Client may, by the same channel, directly instruct the Bank, for each of the items concerned, to pay them or not to pay them. The Client's instructions must reach the Bank no later than the Business Day preceding the date of payment of the said bills.

If the Customer refuses to pay one or more bills, the Bank sends him a bill of exchange as an acknowledgment of receipt.

After receipt of the Client's formal agreement on the payment of bills of exchange (LCR) domiciled on the Banks of the Bank, the amount concerned is recorded, within the limit of the available provision, the debit of the Customer's Account.

This registration in the account is worth payment notice regarding the Customer of the effects concerned.

### **VI.5.2 Other commercial effects**

Unless otherwise agreed between the Client and the Bank, the Bank will not accept any bill of exchange other than the bill of exchange (LCR), collection, discount or payment.

## **VI.6 IMPLEMENTATION OF THE LEGAL DEROGATIONS**

The Bank and the Client agree to waive, with respect to the Payment Instruments and Payment Services, all the provisions and rules which may be waived under the applicable regulations, and especially Articles L. 133-2, L. 133-24 and L. 314-5 of the Monetary and Financial Code.

## CHAPTER VII : CLOSURE OF THE ACCOUNT

### VII.1 DURATION OF THE ACCOUNT

The Account is agreed for an indefinite period.

### VII.2 CLOSING AT THE INITIATIVE OF THE CLIENT

The Client may request the closure of his Account, at any time, the effective closure of the Account may nevertheless be deferred by the Bank until it receives the information and documents it has requested from the Client, and that it is satisfied, in terms of knowledge of the client and in respect of its operations, in particular under Article IX.3 (Obligations of Vigilance) and Article IX.4 (International Sanctions) below.

### VII.3 CLOSING AT THE INITIATIVE OF THE BANK

The closure of the Account may also be initiated by the Bank. The Bank then informs the Customer of its decision to close the Account, by registered letter with return receipt (or equivalent abroad), sent to the last known address of the Client. The effective closing of the Account occurs upon the expiry of a notice period of thirty (30) days minimum from the date of sending the letter informing the Customer of the decision of the Bank to proceed with the closing the Account may be postponed by the Bank until it receives the information and documents it has requested from the Client, and that it considers satisfactory, in terms of customer knowledge and its operations, in particular under Article IX.3 (Due Diligence) and Article IX.4 (International Sanctions) below.

In addition, the Bank may close the Account in any of the following situations:

- without notice, in case of serious misconduct of the Customer, including serious or repeated breaches of its obligations as resulting from the Agreement;
- without notice, in case of admission of the Client to any collective procedure or irreparably compromised situation of this one;
- automatically, in case of dissolution or arrival of the term provided in the statutes of the Client legal person, or in the event of the death of the Customer natural person;
- without notice, if the currency in which the Account is denominated becomes inconvertible and / or untransferable and / or unavailable.

#### **VII.4      EFFECTS OF CLOSING THE ACCOUNT**

##### **VII.4.1      Stoppage of operations and return of means of payment**

Closing the Account terminates the account. It entails the definitive cessation of operations and makes the provisional debtor balance due on the day of its closure.

The Customer is required to return the Bank any means of payment in his possession or that of his representatives and agents, as well as the Token Box (es) in his possession or that of the Authorized Signatory (ies) or agent (s).

##### **VII.4.2      Liquidation of ongoing transactions and calculation of the final balance of the Account**

The closing of the Account opens a period during which the current operations are liquidated, and at the end of which the accounting closing of the Account is carried out.

In respect of such liquidation, the Bank may, among other things, debit the Account:

- remittances and card collections credited to the Account and returned unpaid;
- the amount of the bills and other discounts returning unpaid;
- where applicable, all sums paid by the Bank in the execution of its commitments by signature;
- all interest, fees and expenses, and more generally, all sums that may be due to the Bank by the Client subsequent to the closure of the Account in respect of commitments entered into prior to that closing.

The Bank will also have the option of crediting the Account:

- bills of exchange and payment card invoices made before the closure of the Account;
- transfers and direct debits initiated prior to the closure of the Account.

In addition, in the event of the closing of an Account denominated in a currency that has become inconvertible and / or non-transferable and / or unavailable, the balance of the Account may, unless otherwise provided by applicable law or regulation or contrary market practices, be converted, in euros, based on the last known exchange rate, relative to the relevant currency, applicable between the Client and the Bank.

In the event of a credit balance, the withdrawal of the funds by the Client may only occur after these liquidation operations, it being specified that the Bank may offset any claim, certain, liquid and due, which it holds on the Client with its debt in restitution the credit balance of the current account.

From the closing of the Account, interest will accrue on the debtor balance and on all accessories, without prejudice to the fees and expenses owed by the Client in this respect. The interest rate will be the one applied to the overdraft at closing, plus three (3) points. The interest will be payable at any time, and if, as a result of late payment, they are due for a full year, they will themselves produce interest at the higher rate in accordance with Article 1343-2 of the Civil Code.

#### **VII.4.3 Competitions granted to the Client**

The Bank may terminate, without notice, any credit allowed on an occasional and exceptional basis.

In the case of open-ended assistance other than occasional, the Bank may terminate it, in accordance with Article L. 313-12 of the French Monetary and Financial Code, upon the expiry of sixty (60) days, or without notice in the event of a serious misconduct of the Customer or in the event that the Customer's situation is irretrievably compromised.

#### **VII.5 INACTIVE ACCOUNTS**

When the Account (or all Accounts of the Client, in the event that the Client holds more than one Account in the Bank's books) is considered inactive within the meaning of Article L. 312-19 of the Monetary and Financial Code, the deposits and the assets registered on the said Account (or on each of its Accounts in case of plurality of Accounts) are deposited with the Caisse des Dépôts et Consignations, in accordance with the legal and regulatory requirements.

This transfer will result in the termination of the Account, which will occur in accordance with the provisions of Article VII.3 (Closing on the Bank's initiative) and Article VII.4 (Effects of Closing the Account) above.

In order to be refunded the sums deposited in the Caisse des Dépôts et Consignations, the Account holder must communicate to the latter the information necessary to justify his identity and to determine the value of sums due to him.

Sums deposited in the Caisse des Dépôts et Consignations and which have not been claimed by their holders or by their successors are acquired by the State at the end of the deadlines provided for in Article L. 312-20 of the Code monetary and financial.

## CHAPTER VIII : PRICING CONDITIONS

### VIII.1 GENERAL CONDITIONS OF REMUNERATION FOR SERVICES

The stipulations relative to the commissions, fees and tariffs applicable to the Customer for all its operations in France and abroad and, more generally, to the operations and services offered within the framework of the management of the Account, the expenses applicable to the incidents The operation of the Account and the value dates applied to the transactions for determining the reference dates used to calculate the interest expense on the Account are inseparable from the other stipulations of the Agreement of which they constitute a substantive clause.

The general conditions of remuneration of the services, applicable to the Customer, are specified in the Professionals Tariff Terms. These Terms and Conditions of Professionals are given to the Client upon signature of the Agreement and are available at the Bank window as well as on the Website ([www.icbcparis.fr](http://www.icbcparis.fr)). They can also be sent at the Customer's request.

Any waiver of the Professionals' Tariff Conditions gives rise to specific written confirmation from the Bank.

Certain costs may result from a specific agreement concluded between the Bank and the Client, especially within the framework of a Credit per Cashier granted to it.

Other fees in connection with the Account, which do not concern the Bank, may also, in certain specific cases, be borne by the Client. The Client generally bears all costs, fees, taxes, and duties in connection with the opening, operation or closing of his Account. He further undertakes to keep the Bank free from all sums in principal, interest, and costs, commissions, and accessories including all expenses and fees of lawyers, translators or others, of any nature whatsoever, borne by the latter, hereby, directly or indirectly, with the opening of the Account, or more generally regarding the relations maintained by the Client with the Bank. The Client also agrees to keep the Bank unscathed from any sums claimed by or from third parties or generated by any seizure or other procedure. The Customer shall reimburse any amount due to the Bank net of any withholding or taxation.

The Client authorizes the Bank to debit his Account for all commissions, fees, and charges of all kinds owned by him.

Changes to the Tariff Conditions of Professionals occur in accordance with the provisions of Article IX.2 (Amendment of the Agreement) below.

## VIII.2 CONDITIONS FOR THE TERMINATION OF THE ACCOUNT

The general terms of remuneration applicable to the Account, including the value dates applied by the Bank, are detailed in the Tariff Conditions of Professionals.

The Accounts are closed each calendar month (except for different periods of time accepted by the Bank) for the calculation of interest expense related to the eventual operation of the Account by overdraft.

Each transaction entered into the Account has two dates, namely the date of entry in the account corresponding to that of its accounting record, and the value date which is the effective date for the calculation of interest in accordance with the tariff conditions of professionals. The value date is thus an element of the billing of services provided by the Bank.

Debit interest, in addition to fees and expenses as detailed in the Professionals Tariff Terms, are due to the Bank when the Account shows a debit balance in value. The payment of any interest expense and these fees and expenses is made by debiting the Account (s) at the same frequency as that provided for the account. The value date is the first day after the period to which the settlement relates. Interest thus debited becomes an item of the Account.

The Client is informed of the conventional interest rate, the details of the commissions, fees and taxes, as well as the Global Effective Rate (GER), by means of information given on his account statements, unless he has asked to receive a specific statement of interests and commissions called "statement of interests and commissions". In the latter case, this information appears on this statement of interests and commissions.

Unless waived, the calculation of the interest expense is made on the daily balances by the value of each chapter of the Account (s) according to the number method, each of the debit balances in value being multiplied by its duration in days referred to a year. conventional of three hundred and sixty (360) days. The interest rate applied will be that conventionally agreed between the Bank and the Client. This conventional rate consists of an index and an increase applied to the Customer. In case of the negative value of the index, the value of the index will be deemed to be equal to zero, and only the increase will be applied to the Customer.

In the event of a non-formalized overdraft situation, the Client accepts that the Bank applies the conventional rate shown on the statement of account, which may vary at any time. This conventional rate appearing on the statement of account will be considered as writing in the meaning of Article 1907 of the Civil Code, it is specified that the silence kept by the Customer for a period of one (1) month from the supply or provision of his statement of account, that statement has been sent to him through the Bank Distance and / or mail, is acceptance of his share on this conventional rate. Any change to this rate as mentioned on the next statement of account or, as the case may be, an interest and commission statement showing a calculation of interest expense, will be immediately applicable. The silence kept by the Customer during a period of one (1) month from the provision or making available of the statement of account or the statement of interests and commissions, implies acceptance of the modified rate.



It is specified that the Total Effective Rate (TEG), which corresponds to the actual cost of the credit, includes, in addition to this conventional interest rate, the fees, and commissions related to the granting of the loan.

**VIII.3 INCIDENTS OF OPERATION OF THE ACCOUNT**

All transactions requiring special treatment, especially when they cause an operating incident on the Account, are billed the amount of which is indicated in the Tariff Conditions of Professionals.

**VIII.4 OPERATIONS IN EXCESS**

Any use in excess of the amount of the Credit per Cash that would have been granted to the Customer will result in pricing in accordance with the Terms and Conditions of Professionals and will be billed separately. In addition, exceeding the amount of the credit authorization per Cashier will result in an increase in the interest expense of three (3) points for the value of the excess use and in the calculation and collection of interest expense at the applicable treaty rate.

The collection of interest expense and the rate increase can in no case be considered as an agreement of the Bank to maintain the excess.

When the Client does not benefit from a Credit per Cashier, the perception of this pricing will occur on the occasion of any transaction making debtor the balance of the Account.

## CHAPTER IX : GENERAL DISPOSITIONS

### IX.1 DURATION OF THE AGREEMENT

The Convention is for an indefinite period.

In case of closure of the Account, at the initiative of the Client or the Bank, the Agreement is terminated, the closing procedures being detailed in Chapter VII (Closing the Account) above.

### IX.2 MODIFICATION OF THE AGREEMENT

Any imperative, legislative or regulatory measure which would have the effect of modifying all or part of the Convention will be applicable as soon as it enters into force.

In addition, the Bank reserves the right to make changes to this Agreement, and especially to the General Conditions and the Tariff Conditions of Professionals. Changes made by the Bank will be notified to the Client one (1) month before they take effect, by the posting of a message on his account statements or by sending a specific letter.

The Customer may, during this period, refuse the proposed changes and terminate this Agreement without charge. The Client is deemed to have accepted the modifications proposed by the Bank if he has not notified him, in writing and before the date of entry into force of the said amendments, that he does not accept them.

Changes to the agreed interest rate or exchange rate will nevertheless apply immediately and without notice, the Customer being informed of such changes, by means, as the case may be, of information available on the Website, from a letter, a note on his statements of account or statements of interest and commissions or any other means determined by the Bank.

### IX.3 DUE DILIGENCE OBLIGATIONS

The Bank has an obligation to comply with all the legal and regulatory provisions applicable to the fight against money laundering and the financing of terrorism, corruption and fraud.

In this regard, the Bank is particularly required to inquire about the identity of the Client and its beneficial owners, the origin of the funds, and the purpose and nature of the business relationship. It must also carry out an enhanced examination of any operation that is particularly complex or unusually high or does not appear to have any economic justification or lawful purpose, especially by asking the Customer about the origin of the funds and the destination. These sums as well as the purpose of the transaction and the identity of the person who benefits from it. The Customer undertakes to inform the Bank of any unusual transactions that he may request by providing any supporting documents in this respect.

The Customer undertakes to provide the Bank without delay with any information, document or document enabling the Bank to ensure the identification of its clients and

the beneficial owners of the Client and of one or more several transactions and the Account, the justification of the origin of the funds, the purpose and nature of the transaction (s) or the business relationship and the destination of the sums concerned.

The Client agrees that the Bank may, by right and without any formality or notification is necessary for this respect, postpone, suspend, block or refuse the execution of a transaction if it does not (and that she did not obtain the information and documents requested from the Client. The Bank may also refuse to execute an operation or instruction of the Client if doubt exists.

The Bank may also refuse to execute or suspend the execution of an operation, and / or block all or part of the Client's assets, in accordance with the regulations applicable to the fight against money laundering and the financing of terrorism, bribery and fraud, as well as compliance with economic and financial sanctions (as described in Article IX.4 (International Sanctions) below). The Bank may also be required to refuse to take over or execute a transaction if it considers that the transaction in question could fall under one or more of these regulations.

#### IX.4 INTERNATIONAL SANCTIONS

The Bank is required to comply with the laws and regulations applicable in various States, with regard to compliance with economic and financial sanctions, as well as asset freezing, embargoes and compliance with sanctions imposed on certain States, persons and / or sectors, taken pursuant to these sanction measures, and which are issued, administered or, as the case may be, implemented by the Security Council of the United Nations, the European Union, France , the United Kingdom (including, without limitation, the Treasury Department, ie Her Majesty's Treasury), the United States of America (including, without limitation, the Office of Foreign Assets Control of the US Treasury Department, the US Department of Commerce and the US State Department), or any other competent authority, including other States, having the power to make, administer or implement such measures (hereinafter referred to as "**International Sanctions**").

Where, in the Bank's analysis, the execution of a payment or transfer transaction issued or received or any other instruction received from the Client or any of its counterparties or correspondents in respect of a banking transaction would be likely to constitute a breach of the International Sanctions, this transaction may be suspended or rejected, the Accounts and funds of the Client may then be blocked, without any formality or step is required by the Bank regardless of the direction (debit or credit) of the transaction concerned.

Without prejudice to the Bank's own research and analysis, the Bank may ask the Client to provide it with all useful information and any evidentiary evidence relating to an operation, which may, if necessary, lead to a delay in execution of the instructions of the Customer, which the latter recognizes and fully accepts.

Where, in its analysis, the execution of operation would constitute a breach of International Sanctions, the Bank may be required to conduct research and / or analysis leading, if necessary, to a delay in the execution of the instructions client. The Bank reserves the right not to execute the instructions and to block the funds and Accounts of the Customer, until obtaining the aforementioned information and

supporting documents allowing it to conclude that the operation concerned does not present any risk of loss breach of International Sanctions.

The responsibility of the Bank cannot be sought by the Customer or by any person or party in case of delay or non-execution of an instruction of the latter, rejection of a transaction or the blocking of funds or accounts relating to compliance with International Sanctions. The Bank will not be the debtor of any penalty or compensation in this way, or after the Customer or after a level.

#### **IX.5 PROCESSING OF PERSONAL DATA**

The Bank, acting as a data controller, collects personal data about the Customer and its related parties from the Client, both in the context of pre-contractual relations and banking relationships.

These data are mainly used by the Bank for the purposes of the execution of the Agreement and the banking services as well as to comply with its legal and regulatory obligations, in particular for the following purposes: the knowledge of the Client, the management of the banking relationship, the management of the Account and the management of related products and services such as Payment Instruments made available to the Customer, the granting of credit, the collection operations, the execution of remote transactions, particularly in the context of Distance Banking, evidence management, business development and marketing, quality assessment, employee training, risk management, internal credit risk rating, security and risk management, unpaid and fraud prevention, statistical studies, as well as to meet legal and regulatory obligations, including the fight against money laundering and terrorist financing and International Sanctions. The treatments aimed at personalizing and improving the Bank's commercial relationship with its customers, in order to offer them products and services equivalent to those already subscribed by them, are based on the legitimate interest of the Bank.

When the Bank associates browsing data (including cookies) of its customers on the Website and their personal spaces with their other personal data, it may offer them, if they have given their consent, customized offers tailored to their needs, their interests as well as promotional offers, established by the Bank or by its partners.

Personal data relating to the Client and / or its related parties, processed by the Bank, are protected by the requirements of the General Data Protection Regulations (GDPR), regarding confidentiality and data security.

To accomplish the above purposes, the Customer, acting for himself as well as in the name of each other person or party related to the Customer (for which the Client declares to have obtained their consent to the collection of their personal data by the Bank), expressly agrees that the collected data may be communicated to the following recipients:

- service providers, agents, and subcontractors contractually bound to the Bank and its affiliates for the performance of tasks directly related to the purposes described above;

- the business partners or correspondent establishments of the Bank involved in the design, construction or supply of a product or service underwritten by the Customer solely for the purpose of performing their contractual obligations towards the Customer or from the bank;
- bodies responsible for conducting surveys or surveys;
- public bodies, administrative or judicial authorities and supervisory or supervisory authorities, in order to meet the legal and regulatory obligations incumbent upon the Bank and its affiliates, particularly in the context of the fight against money laundering and financing terrorism, anti-corruption, and International Sanctions;
- the parent company located at No. 55 FuXingMenNei Street, Xicheng District, Beijing, People's Republic of China, P.O.100140 or other entities of the group to which the Bank belongs, including within the framework of the consolidation of the financial statements of the group.

In addition, as part of the transfer of funds, in accordance with Regulation (EU), 2015/847 of 20 May 2015 on information accompanying transfers of funds, some of the personal data collected and described above must be transmitted to the bank of the Fund. The beneficiary of the transfer, as well as the corresponding establishments, in order to allow its realization.

The data are kept by the Bank for a limited period and proportionate to the purposes described, in accordance with the legal and regulatory requirements applicable in this area as well as the recommendations of the National Commission for Informatics and Liberties (CNIL).

Personal data transmitted by the Customer and collected in accordance with the purposes described above may, in the course of various operations, be transferred to a country in the European Union or outside the European Union. As part of a transfer to a country outside the European Union, the Bank undertakes to implement appropriate safeguards to ensure an adequate level of protection.

Personal data may give rise to the exercise of the right of access and rectification under the conditions provided for by the General Data Protection Regulation (GDPR) and by the amended Law No.78-17 of 6 January 1978 relating to computers, files, and freedoms. The Customer can obtain a copy of the data concerning him, and if necessary, rectify, update or erase information that is inaccurate, incomplete or out of date. The Customer may also exercise his opposition rights, particularly in the area of commercial prospecting or marketing prospecting, and limitation of the processing of his data as well as his right to portability of information concerning him. The exercise of these rights will be signified by mail addressed to the Data Protection Officer (DPO), namely the Delegate for the Protection of Personal Data of the Bank, at the following address: 32 Boulevard Royal, L-2449, Luxembourg, Grand Duchy of Luxembourg, or by e-mail at the following address: [data.protect@eu.icbc.com.cn](mailto:data.protect@eu.icbc.com.cn).

The Customer also has a right of recourse to the CNIL in case of violation of the applicable regulations regarding the protection of personal data.

Any questions concerning the processing of personal data may be addressed to the Data Protection Officer (DPO) of the Bank at the following address: 32 Boulevard Royal, L-2449, Luxembourg, Grand Duchy of Luxembourg, or by e-mail at the following address: data.protect@eu.icbc.com.cn.

#### **IX.6** **PROFESSIONAL SECRECY**

The Bank is bound by professional secrecy. However, secrecy may be waived in accordance with legal and regulatory provisions and international conventions. Thus, bank secrecy cannot and will not be opposed by the Bank to public authorities, such as supervisory or supervisory authorities, the tax or customs administration or the judicial authority acting in the context of a procedure criminal.

In accordance with the law, the Client acknowledges and agrees that the Bank is authorized to share the information covered by the banking secrecy for purposes of banking relationship management and / or execution of this Agreement, for the benefit of the legal persons of its group, as well as its (and their) service providers, subcontractors, professional advisers, auditors, insurers, reinsurers and agents, or third parties in credit transactions, on financial instruments, guarantees or insurance (or reinsurance) intended to cover a credit risk or any other type of risk, or in the event of assignments or transfers of receivables or contracts or of direct or indirect participation by a third party in one of these claims or contracts.

Persons receiving information covered by professional secrecy, which has been provided by the Bank for the purposes of one of the above operations, must keep them confidential, whether or not the above-mentioned transaction is successful. However, in the event that the transaction referred to above succeeds, these persons may, in turn, communicate the information covered by professional secrecy under the same conditions as those referred to in this article to the persons with whom they negotiate, conclude or execute the transactions described in above.

In addition to the cases referred to above, professional secrecy may also be waived at the request or with the express authorization of the Client.

#### **IX.7** **CUSTOMER STATEMENTS AND COMMITMENTS**

##### **IX.7.1** **Customer's Declarations and Warranties**

On the date of signing of the Agreement, the Client agrees with the Bank with the declarations and warranties set out below and agrees that such representations and warranties shall also concern its legal representatives (for legal entities), authorized agents and Signatories, and that they will be deemed to be reiterated when carrying out any transaction within the framework of the Account relationship:

- (for legal persons) it is validly constituted under the laws applicable to it, validly exists and has full capacity to enjoy and exercise its rights and to carry on its activities in accordance with the corporate purpose; and
- he is not subject to any legal or judicial prohibition or incapacity, particularly with regard to French law and / or any foreign law of which he is a party, of which he has not informed the Bank, in writing, either to the relationship, either

immediately following the pronouncement of the prohibition measure or the state of incapacity when they intervene after the signature of the Convention; and

- he has the capacity to sign the Convention and all contractual documents relating to the said Convention, to which he is a party, and to fulfill the obligations deriving therefrom for him; and
- (for natural persons) he may freely and validly enter the terms of this Convention and have the free disposal of the funds in relation to the matrimonial regime to which he belongs; and
- he acts in respect of the Bank and holds the assets, to be delivered to the Bank, for his own account, unless otherwise notified in writing to the Bank; and
- he does not benefit, himself and / or all or part of his assets, from any immunity from jurisdiction and / or from the execution of which he would not have informed the Bank, in writing, either upon entry into immediately after the state of immunity when it is after the signature of the Convention; and
- it has carried out its own analysis of all the legal, tax and accounting aspects related to the transactions that it is likely to carry out in the context of the Account relationship; and
- he is fully aware of the exchange rate and interest rate risks associated with the opening and operation of any Currency Account and / or with the posting or posting of any transaction or instruction denominated in a currency other than the euro, has obtained all relevant information from the Bank and its own counsels, and fully accepts the risks in this regard; and
- he has made all the necessary steps and obtained all the necessary authorizations, and undertakes to provide to the Bank, at the request of this one, all justifying documents, especially regarding the laws and regulations relating to the direct investments and the currencies; and
- all documents, in original or in copy, and all information communicated to the Bank, at the opening of the account and throughout the duration of the Agreement, are accurate, regular and sincere.

#### **IX.7.2 Customer commitments**

The Client agrees with the Bank the following undertakings, which will remain in effect, as long as he is liable for any obligation under the Agreement and related transactions:

- obtain information on its own and take cognizance of all laws, regulations, standards, and practices, French and foreign, applicable to it or applicable to its relationship with the Bank and operations that are intended to be carried out within the framework of the Account relationship, the Bank incurs no liability in this regard; and
- to comply with each of its obligations under the Agreement and all legal and regulatory provisions, French and foreign, applicable to the Account, transactions that are to be carried out in the context of the Account relationship, taxation and financial relations with foreign countries; and

- comply with the tax obligations incumbent upon it in the various countries concerned by the transactions, transactions or investments it makes through the Bank or with it, as well as in the country of its nationality and, where is different from his residence; and
- to carry out with the Bank or through it only transactions or transactions that comply with all applicable French and foreign legal and regulatory provisions and especially those of a fiscal nature; and
- obtain confirmation from all other relevant persons, including the beneficial owners of the transactions, whether the Client is a company, a mutual fund or where the Client is acting under a trust or any other comparable arrangement within a foreign law, that they understand and respect all the obligations and fiscal requirements incumbent on them according to the laws and regulations of their country of residence and any other jurisdiction concerned, and are aware of and informed of the consequences that result; and
- inform the Bank immediately, by means of a written notification, of any changes to the declarations listed in Article IX.7.1 (Declarations and Guarantees of the Client) above, informing him in particular of the cases in which any of the aforesaid statements would in any way cease to be truthful, accurate or exhaustive; and
- inform the Bank immediately, by means of a written notification, of any change or modification relating to its legal representatives authorized to intervene in the context of the Account relationship (for legal persons), to its agents to whom it has given power of attorney and Authorized Signatories, and in particular likely to affect their capacity or powers immediately or in the future; and
- comply with its disclosure obligations with respect to the Bank as resulting in particular from Article III.1.2 (Documents and Disclosures Subsequent to the Opening of the Account) above and send to the Bank all documents that it will be able to ask him, at any time, for the purpose of updating the data and information concerning him or concerning the operations carried out within the framework of the relation of Account.

#### IX.8 CLAIMS PROCESSING

For any difficulty or claim relating to the operation of the Account or the use of the services available to it, the Customer may approach his Client Advisor, who is his first point of contact, and who may provide any necessary clarification.

The Client sends his claim to his Client Advisor either orally as part of an interview at the Bank counter, either in writing or by means of secure e-mail from the Distance Bank or a letter sent to the Bank.

If the Client considers that the response of the Client Advisor is not satisfactory, he may contact the Customer Relations Department at the following coordinates:

ICBC Paris  
Département Bancaire (*Banking Department*) – Service Relations Clientèle  
73, Boulevard Haussmann, 75008 PARIS



The Bank acknowledges receipt of the Customer's written complaint within seven (7) Business Days of receipt and responds within a maximum of two (2) months.

In the event of difficulties preventing the Bank from complying with this deadline, the Client is informed.

When the Client's complaint concerns the Payment Services, the Bank's reply shall be sent as soon as possible and, at the latest, within fifteen (15) Business Days of the said claim.

In exceptional situations, if an answer cannot be given within the latter period, for reasons beyond the control of the Bank, it will inform the Client who will, in any case, receive a definitive answer to his claim, at most late thirty (35) Business Days following receipt of this claim.

#### **IX.9**

##### **DEPOSIT GUARANTEE**

Funds held by the Client on the Account (s) are covered by the Luxembourg Deposit Guarantee Fund (FGDL).

It is specified that certain deposits and / or depositors are excluded from the benefit of the guarantee. Deposits and persons eligible for this guarantee are mentioned in Article L. 312-4-1 of the French Monetary and Financial Code.

Additional information is also available on the website of the Deposit and Resolution Guarantee Fund: <https://www.garantiedesdepots.fr/>.

The Deposit Guarantee Information Document is attached as Appendix I to these Terms and Conditions.

**IX.10 RIGHT TO ACCOUNT AND BASIC BANKING SERVICES**

Pursuant to Article L. 312-1 of the French Monetary and Financial Code, any natural or legal person domiciled in France, any natural person lawfully resident in the territory of another Member State of the European Union not acting for professional needs, as well as any natural person of French nationality residing outside France, is entitled to the opening of a deposit account in the credit institution of his choice, provided he does not have such an account in France and to have been refused the opening of such an account by the chosen institution.

It can seize the Bank of France so that it designates an institution which will then be required to open a deposit account within three (3) business days upon receipt of all the documents to that effect, and to provide it free of charge all the products and services listed in Article D. 312-5-1 of the French Monetary and Financial Code. This account will be governed by a specific agreement.

**IX.11 LANGUAGE**

The language used in both pre-contractual and contractual relationships is French. An English and / or Chinese translation of an act or document in relation to the Convention may be made freely for the sole purpose of information. In case of divergence, conflict and / or differences between the French version and the English version and / or the Chinese version of this act or document, the French version will prevail and will prevail between the parties.

**IX.12 APPLICABLE LAW AND COMPETENT JURISDICTION**

This Convention is governed by French law.

Any litigation, dispute or litigation, relating to its validity, interpretation or performance, shall be submitted to the exclusive jurisdiction of the Paris Commercial Court.

When the Customer is domiciled outside France and for any legal or extra-judicial proceedings in France, the Customer expressly and irrevocably elects domicile in France at the address provided to this effect to the Bank.

## SCHEDULE 1 - GUARANTEE OF DEPOSITS

### STANDARD FORM FOR INFORMATION TO BE PROVIDED TO DEPOSITORS

GENERAL INFORMATION ON THE PROTECTION OF DEPOSITS	
The protection of deposits made with ICBC (Europe) S.A., Paris branch, is ensured by:	Deposit Guarantee Fund Luxembourg FGDL <sup>(1)</sup>
The ceiling of protection:	EUR 100,000 per depositor and per credit institution <sup>(2)</sup>
If you have multiple accounts in the same credit institution:	All your deposits on your accounts opened in the same credit institution within the scope of the guarantee are added together to determine the amount eligible for the guarantee; the amount of compensation is capped at 100,000 euros <sup>(2)</sup>
If you have a joint account with one or more other persons:	The ceiling of EUR 100,000 applies to each depositor separately. The balance of the joint account is distributed among its co-holders; the share of each is added with its own assets for the calculation of the ceiling of guarantee which applies to him <sup>(3)</sup>
Compensation period in case of default of the credit institution:	Seven working days <sup>(4)</sup>
The currency of compensation:	euros
Correspondent:	Deposit Guarantee Fund Luxembourg FGDL,  Address of headquarters: 283, route d'Arlon, L-1150 Luxembourg Address : L-2860 Luxembourg Tel. : (+352) 26 25 1-1 Fax : (+352) 26 25 1-2601 <a href="mailto:info@fgdl.lu">info@fgdl.lu</a>
To know more:	Refer to the FGDL website: <a href="http://www.fgdl.lu">www.fgdl.lu</a>
Acknowledgment of receipt by the applicant:	On: ...../...../.....

<sup>(1)</sup> The system responsible for protecting your deposit

<sup>(2)</sup> General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are reimbursed by a deposit guarantee scheme. The reimbursement is capped at EUR 100 000 per credit institution. This means that all deposits with the same credit institution are added together to determine the level of collateral. If, for example, an applicant has a savings account with a balance of EUR 90 000 and a current account with a balance of EUR 20 000, its repayment will be limited to EUR 100 000.

In the cases referred to in Article 171 (2) of the Law of 18 December 2015 on the default of credit institutions and certain investment firms, deposits are guaranteed in excess of EUR 100,000, in which case they are guaranteed up to a ceiling of 2,500,000 euros.

To know more: [www.fgdl.lu](http://www.fgdl.lu)

<sup>(3)</sup> Limit of protection of joint accounts

In the case of joint accounts, the ceiling of EUR 100 000 applies to each depositor.

However, deposits in an account in which at least two persons have rights as a member of a company, a member of an association or any group of a similar nature, without legal personality, are, for the calculation of the ceiling of EUR 100 000 consolidated and treated as if they were carried out by a single depositor.

<sup>(4)</sup> Refund

The relevant deposit guarantee system is:

**Deposit Guarantee Fund Luxembourg FGDL,**  
**Address of headquarters: 283, route d'Arlon, L-1150 Luxembourg**  
**Address: L-2860 Luxembourg**  
**Tel: (+352) 26 25 1-1 Fax: (+352) 26 25 1-2601**  
**[info@fgdl.lu](mailto:info@fgdl.lu)**  
**[www.fgdl.lu](http://www.fgdl.lu)**

It will refund your deposits (up to EUR 100,000) within a maximum of seven business days.

If you have not been reimbursed within this period, please contact the Deposit Guarantee System as the deadline for submitting a refund request may be limited. To know more: [www.fgdl.lu](http://www.fgdl.lu).

Other important information

In general, all depositors, whether individuals or companies are covered by the deposit guarantee scheme. The exceptions apply to certain deposits are indicated on the website of the Luxembourg Deposit Guarantee Fund (FGDL). Your credit institution will also tell you if certain products are guaranteed or not. If a deposit is guaranteed, the credit institution will also confirm it on the statement of account.