BANQUE DELUBAC & CIE
DEPUIS 1924 | EXPERTS ET INDÉPENDANTS

CURRENT ACCOUNT AGREEMENT GENERAL TERMS AND CONDITIONS

Legal entities and profesionnals

TABLE OF CONTENTS

CHAPTER 1 – THE CURRENT ACCOUNT

PREAMBLE

This account agreement, hereinafter referred to as "the Agreement", is concluded in accordance with the regulations in force. Consisting of these General Terms and Conditions, Special Conditions and Tariff Conditions which form an integral part thereof, it represents the contractual framework governing the terms of use of the account, the conditions of use of the operating credit and the mutual commitments of the Bank and the Client.
Some services may be subject to specific agreements. These agreements are appended to the Agreement and form an integral part thereof.
The relationship between the Bank and its Client with respect to transactions in financial instruments is the subject of a separate agreement.

1. ARTICLE 1 – GENERAL PROVISION

1.1. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to define the terms of opening, operating and closing of the account between Banque Delubac & Cie (hereinafter referred to as the Bank) and its Client.

The Agreement will apply to any new account opened in the Client's name with the Bank, unless otherwise specified.

The account opened by the Client in the books of the Bank is a current account.

Specific accounts are excluded from the Convention because of the special regulations governing them.

In the event of any conflict between the General Terms and Conditions and the Special Conditions of Operation of an account, the Special Conditions will apply.

1.2. UNIT OF ACCOUNT

Different accounts, sub-accounts or itemised accounts may be opened in euros or other currencies, at the Client's request or for certain transactions. These accounts, sub-accounts or itemised accounts will be considered as subsets of the account, benefiting from a simple accounting autonomy. They will form together, at any time, an indivisible whole, whatever their operating methods may be.
This principle of unit of account will apply by express agreement between the parties, irrespective of the numbering or identification of accounts, sub-accounts or itemised accounts, regardless of the currency of the transactions recorded and regardless of the Bank's branch where these accounts are opened.
In application of this principle, the Bank is entitled to refuse to make a payment as soon as the merged balance of all these accounts proves to be insufficient regardless of the position of one of the accounts considered.
This unit-of-account principle does not prevent the application of differentiated interests on each of the accounts in question, within the single account.

With regards to the foreign currency accounts, the situation of the account as a whole will be assessed in euros. Transactions in foreign currencies will be determined for this purpose on the basis of the exchange rate of the currency(ies) concerned on the Paris foreign exchange market on the day of this valuation.
Any transaction debited or credited to an account will be automatically converted,

unless otherwise agreed, into the account currency.

Some transactions may, however, be excluded from the unit-of-account principle.

The following can therefore be held in a special account:

- unpaid cheques, which may be held by the Bank, in order to enable the Bank to retain its remedies against third parties;
- receivables with real or personal security or liens.

The Bank, however, reserves the right to waive the individualisation of one or more of the entries referred to in the two preceding paragraphs, which are then entered in the accounts. The Bank may also, after lodging these entries in a special account, transfer them in whole or in part to the account at any time.

1.3. PROOF

The Client expressly accepts that the proof of acts and transactions ordered and/or carried out by them or carried out by them or the Bank may result from the presentation of documents kept by the Bank and/or records related to remote means used, in particular telephone, computer or magnetic and kept by the Bank.

The Client acknowledges that the electronic medium is equivalent to writing within the meaning of the provisions of the French Civil Code and constitutes a reliable, faithful and lasting support.

The telephone, computer or magnetic records of Banque Delubac & Cie constitute proof of the transactions carried out by the Client by means of the remote services used, namely Internet, telephone and mail.

2. ARTICLE – 2 PROCEDURE FOR OPENING A BANK ACCOUNT

2.1. OPENING A BANK ACCOUNT

The Bank remains free to accept or refuse the opening of the account without having to give reasons for its decision.

The Client, who declares that there is no legal or contractual obstacle to the conclusion of the present Agreement, undertakes to provide the Bank with the following documents:

- an updated Extrait K-bis (company registration certificate) dating back less than 3 (three) months, justifying the incorporation and registration of the company in the Commerce and Companies Register and, where applicable, the Trade Register, its registration in the order for liberal professionals, or a registration certificate from the country of origin for foreign clients;
- registration in the National Directory of Companies
- a copy of the current articles of association certified true and dated by the company director.
- in the case of an association, a copy of the articles of association certified and dated by the director, the publication in the Official Journal of the associations and an extract of its registration in the National Directory of Associations;
- proof of identity and valid powers of all natural and/or legal persons authorised to intervene on the account (extracts from certified minutes of general meetings or any other social body having appointed the representative(s)). This proof will be supplemented by the deposit of the authorised signatures under which the account will be able to function

during the entire duration of the business relation with the Bank;
- proof of address of the account holder;
- if the activity of the account holder is subject to prior authorisation or approval, this document must also be sent to the Bank;
- the balance sheets and profit and loss accounts for the last 3 (three) years and the publication of the annual accounts if the legal person is subject to this publication;
- the tax reports for the last 3 (three) years, and, if applicable, any documentary evidence of their non-resident tax status at the opening of the account and thereafter annually. The Client declares to have the tax status mentioned in the Special Conditions, and to be informed that this declaration is related to the determination of the tax regime applicable to the interest paid or collected on the account(s). They undertake to discharge the Bank accordingly from any liability that may result, agreeing to compensate the Bank for any sum that it would be required to pay to any of the relevant tax authoritiesIt is the Client's responsibility to inform the Bank of any change in their tax domicile;

The Bank reserves the right to request any additional document it deems necessary and may ask the Client to periodically update all or part of the documents.

2.2. ENTRY INTO FORCE

The Agreement enters into force after the Bank has carried out the appropriate verifications, in particular the interrogation of the file of banking prohibitions held by the Banque de France and in the absence of registration of the Client on this file, after express acceptance of the Bank.

2.3. OPENING AN ADDITIONAL BANK ACCOUNT

The Client may request the Bank to open one or more other accounts governed by the Agreement. If this request comes after the signature of the Agreement, it will be the subject of a specific account opening request.
In all cases, the opening of another account and the issuance of means of payment on this other account are subject to the Bank's approval.

2.4. OPENING OF AN ACCOUNT UPON DESIGNATION BY BANQUE DE FRANCE

Anyone domiciled in France, without a deposit account, is entitled to the opening of such an account in the credit institution of their choice.
The opening of such an account occurs after delivery to a credit institution of a declaration on honour attesting to the fact that the applicant has no account.
In the event of refusal by the chosen institution, the person may refer the matter to the Banque de France to appoint a credit institution. The designated institution is then obliged to provide all the products and services listed below free of charge:

- the opening, operating and closing of the account;
- a change of address per year;
- the issuance upon request of bank account details;
- the domiciliation of bank transfers;

- the monthly sending of a statement of the transactions carried out on the account;
- the execution of cash transactions;
- cashing cheques and bank transfers;
- cash deposits and withdrawals at the counter of the account's agency;
- payments by direct debit, interbank payment order or bank transfer;
- means of remote consultation of the account balance;
- a payment card with systematic authorisation, if the credit institution is able to issue it, or, failing that, a withdrawal card authorising weekly withdrawals from the ATM machines of the credit institution;
- two bank cheques per month or equivalent means of payment offering the same services.

3. ARTICLE 3 - OPERATION OF THE ACCOUNT

3.1. TRANSACTIONS

The account records the transactions made by the Client or by the Bank on their behalf.
The Bank may refuse transactions of any kind without being obliged to give reasons for its decision.
The Client undertakes not to carry out any transaction with counterparties who appear on international sanctions lists.
The potential exchange risk related to the operation of a foreign currency account is the sole responsibility of the Client.

3.1.1. Credit transactions

The sums are credited to the Client's account on the day the funds are received by the bank.
The account holder can perform the following transactions:

Cash deposits: cash deposits can be made at counters against the issuance by the Bank of a receipt which is proof of payment.

Transfers: the transfer received is the transaction by which the Bank credits the Client's account following a payment order given by themselves or by a third party for their benefit.

Cheque deposits: the Client endorses, at the order of the Bank, the cheques of which they are the beneficiary before handing them over for collection against the issue of a receipt or accounting registration document.

Except in certain cases (including certain cheques drawn on a bank established in a foreign country), the deposit amount is credited to the Client account subject to collection. The Bank may, at any time, and notwithstanding any previous practice, credit the account only after the clearing of the cheques or notice of effective settlement.

The Bank may reject cheques submitted for collection and, thereby, subsequently debit the amount to the Client's account without their authorisation:

- within the deadlines provided by the interbank rules, even if the position of the said account does not allow it, in which case the Client must immediately cover the payment by crediting their account;
- outside the deadlines provided for by the interbank rules, provided that the position of the said account so allows.

In addition, the Bank reserves the right to refuse cheques issued on forms that do not comply with the standards in use in the profession.

In case of omission on the part of the Client, the Bank is authorised to endorse on their behalf the cheques credited to the account.

In accordance with usual practice, protests against cheques and securities delivered by the Client shall only be made in writing by the Client. As the delays in mailing and making protests make it very difficult to comply with the legal deadlines, the Client waives any forfeiture of rights on this account to the Bank and releases it from any liability in the event of late submission or delay, or failure to send any notice of non-payment or non-acceptance.

Delivery of commercial bills: the Bank proceeds with the collection of bills (bill of exchange and promissory note). The crediting of the account takes place only subject to their actual receipt.

3.1.2. Debit transactions

Unless otherwise agreed, debit transactions are carried out on the express condition that the account presents a prior, sufficient and available provision.

The sums are debited from the Client's account on the day of the transaction. The Client may carry out the following debit transactions:

Cash withdrawals: withdrawals of cash can be made up to the available balance in the branch that holds the account, in ATMs in France if the Client holds a card and in ATMs abroad, if the Client holds an international card.

Cheque issuance: the Bank regulates the amount of cheques issued except in the case of rejection: no provision available, opposition, irregular endorsements, account closed, etc.

This payment obligation expires one year after the expiry of the deadline for presenting the cheque for payment.

Issurance of commercial bills: the Bank settles the amount of commercial bills issued (bills of exchange or promissory note) on ad-hoc or permanent instructions from the Client.

Bank card: the Client can proceed to the payment of invoices relating to purchases by credit card if they hold such a card.

SEPA Direct Debit: The Client may request the Bank or their creditor to debit their account for certain payments after signing a SEPA Direct Debit Mandate.

Permanent or occasional SEPA transfers: the transfer is a transaction ordered by the Client to the Bank for the transfer of funds in their own favour or in favour of a third party beneficiary whose bank identity and details are communicated to the Bank.

3.1.3. Exceptional transactions

In the event of exceptional presentation for discounting of commercial bills not accepted, the Bank shall be entitled to debit the account for the amount of the non-acceptance bills within fifteen (15) days of their sending by the Bank.

3.1.4. Balance of the bank account

The balance of the bank account is the difference between the transactions credited and the transactions debited. The balance is in favour of the Client when the amount of their deposits is greater than the amount debited from the account. Otherwise, the balance is in favour of the Bank.

Nevertheless, only the transactions of the Client and the Bank giving rise to certain, liquid and due claims contribute to forming the available balance of the account.

3.1.5. Provision of the bank account

Before performing any transaction resulting in a payment by debiting the account, the Client must ensure that the Bank has a sufficient amount necessary for payment. This sum is called provision. The provision consists of:

- either the available credit balance of the bank account
- or an authorised overdraft obtained with the Bank's agreement.

Unless otherwise agreed by the Bank, the account must operate in a credit position, that is to say, have a positive balance.
In the event of insufficient provision, the Client is liable to a refusal of payment by the Bank and, for cheques, to the application of the regulations concerning the rejection of checks for lack of provision.

The Bank, in its sole discretion, may grant the Client an overdraft. This overdraft authorisation must be the subject of a specific agreement providing for the applicable conditions.

In the event that the Client's current account presents, for any reason whatsoever, a debtor's position without prior written authorisation from the Bank, the Client shall promptly repay the debit balance. The Bank will also receive the interest expense in accordance with the Tariff Conditions.

3.2. PAYMENT ORDER – INSTRUCTIONS GIVEN BY THE CLIENT

The Client gives the Bank the mandate to proceed with the execution of all payment orders, regardless of the medium, the signature of which will appear in conformity with the specimen(s) deposited at the conclusion of the Agreement.

Except in the case of special agreement, the Bank reserves the right not to execute instructions given other than in writing, in particular those given verbally, by fax or by telephone if it considers that they are not sufficiently authentic.

The Bank remains free to require the principal to provide all information intended to verify their identity. The Bank will not incur any liability by refusing the execution of orders given by a person whose identification was not deemed sufficient.

In all cases, the Client is required to confirm such instructions to the Bank on the same day in writing. The Bank is released from all liability for the execution, a second time, of the order transmitted by fax or by telephone for which the Bank would have received the original by mail without expressly mentioning that it was the order previously transmitted by fax or telephone.

To avoid duplication, any confirmation or modification of a previous instruction must explicitly mention it.

All verbal instructions, or instructions given by fax or telephone, that will be executed by the Bank, shall be at the risk and peril of the Client who undertakes to bear all the pecuniary and other consequences that may result, including risks of identity theft by third parties, misunderstandings, errors or duplication that may result therefrom.

The Bank assumes no responsibility for any consequences that may result from delays, errors or omissions in the transmission or content of the messages sent by the Client, as well as their misinterpretation, provided that such delays, errors or omissions cannot be attributable to it.

In the event that the Bank executes the order, the fax in its possession or its photocopy or electronic message shall, in the absence of proof to the contrary, constitute the means of proof of the content and the transmission of the Client's instructions; they shall bind the Client under the same conditions and with the same legal effects as a written document bearing a handwritten signature.

3.3. BANK DETAILS

The Bank account details (RIB) is a document provided by the Bank to the Client and allows the latter to inform any person of their bank details in order to carry out transactions on their bank account (withdrawals, transfers, etc.).

The RIB mentions in particular the following information:

- the international account identifier (I.B.A.N);
- the international identifier of Banque Delubac & Cie (B.I.C).

3.4. SIGNATURE AND POWER OF ATTORNEY

The account will operate under the signature of the Client, natural person, or their legal representatives, if it is a legal person.

The Client (the principal) may also, under their responsibility, give one or more persons (the representative(s)) a power of attorney to operate their account. The Bank may require that the power of attorney be notarised.

The Bank reserves the right not to accept a representative. The Bank may refuse any power of attorney, the complexity of which would not be compatible with its management constraints.

The power of attorney may be special. The general power of attorney must be formalised by the signature of a specific act, made available by the Bank and forming an integral part of the Agreement. The representative shall be liable to the account holder.

The power of attorney terminates:

- in the event of renunciation by the representative or revocation by the principal. This waiver or revocation becomes effective upon receipt of a written notification by the Bank, addressed to the branch managing the account. It is the responsibility of the principal or the representative, as the case may be, to inform the other party(ies) of the revocation or waiver;
- in the event of the death of the principal or representative brought to the knowledge of the Bank;
- in the event of the opening of a protection scheme in accordance with the rules of that scheme, brought to the knowledge of the Bank, affecting the principal or the representative and in the event of judicial revocation;
- automatically if the account is closed.

Accordingly, the representative will no longer have any power to operate the account or to access the information concerning it even for the period during which the power of attorney was granted. In addition, the representative shall be required to return all means of payment in their possession to the Bank and without delay.

4. ARTICLE 4 – MEANS OF PAYMENTS OPERATING ON THE BANK ACCOUNT

4.1. GENERAL

The Bank offers its Client means of payment allowing them to manage their account and to carry out payment transactions from their account (cheques, transfers, direct debit, bank card). The Client can then initiate payment transactions provided that their account is sufficiently provisioned and that they are not subject to a restriction measure (prohibition of issuing cheques, withdrawal of credit card for improper use).

The Bank reserves the right to assess at any time the appropriateness of issuing means of payment to the Client (cheques, payment or withdrawal cards, etc.) depending on the situation of their account, the deterioration of their financial situation or repeated incidents attributable to the Client. If the Bank has issued means of payment, it may, on this basis and at any time, request restitution to the Client by registered letter with acknowledgement of receipt.

The means of payment issued by the Bank must be kept with the utmost care by the Client or their representatives, under the responsibility of the Client.

4.2. CHEQUES

The Client, who is not subject to a banking and/or judicial prohibition, may request the issue of cheques. In accordance with the provisions in force, the Bank may refuse to issue cheques to the Client, by reasoned decision.

The first cheque book is given to the Client after the Bank's consultation of the Central File of Cheques held by the Banque de France to verify that the Client is not subject to a ban on issuing cheques. The Client will also have to make a first payment on their account. For the following cheque books, the Client will send to the Bank, in due time, their request for renewal. The cheque books are kept at the disposal of the Client at the branch that holds their account. If they have not been withdrawn, after a period of one month, the Bank reserves the right to send them by registered mail to the address of the Client, who will then bear all the costs related thereto.

Cheques are pre-crossed and not endorsable, except in favour of a bank or similar institution. The Client undertakes not to use cheques other than those issued or approved by the Bank, failing that the latter will not be able to honour the cheques issued.

Bank cheques or certified cheques made out to designated beneficiaries may be made at the request of the Client and subject to the corresponding provision being blocked.

The Client must ensure the proper safeguard of their cheque book and in particular not to attach it to their identity documents, under penalty of being liable in the event of fraudulent use of it by a third party.

4.3. MEANS OF PAYMENT OTHER THAN CHEQUE

4.3.1. Common rules

This article applies to transactions other than cheques (payments by credit card, direct debits, transfers, cash).

Consent and revocation of a payment order: the Client's consent is required for any payment transaction, under the conditions provided for in this Agreement. In the absence of consent, the transaction will be deemed unauthorised.

Payment orders may no longer be revoked once received by the Bank. However, deferred transfer orders or direct debit mandates may be revoked in the form and within the time limits provided for in this Agreement.

Receipt of the order: the time of receipt of the order is when the payment order given by the Client is received by the Bank. If the Client agrees with the Bank that the execution of the order will begin on a given date or the end of a specified period, the time of receipt of the order will be deemed to be the agreed date.
If the day of receipt is not a business day for the Bank, the order is deemed to have been received on the next business day. The period within which the Bank must execute an order runs from the moment of its receipt by the latter.

Refusal of execution of an order by the Bank: when the Bank refuses the execution of a payment transaction (insufficient funds, blocked account, etc.), the Bank informs the Client by indicating to them, if possible, the reason for this refusal unless prohibited by law. The notification of a refusal may, where applicable, be invoiced in accordance with the Tariff conditions. A payment order refused by the Bank shall be deemed not to have been received.

4.3.2. Bank card

The Client may make payments by credit card if one has been issued by the Bank. The characteristics and operating conditions of the bank card are defined in a specific agreement entitled “bearer contract", which is signed by the Client for the purpose of issuing this method of payment.

4.3.3. SEPA Direct debits (SDD CORE)

The standard SEPA direct debit is open to all debtor clients. This is an ad-hoc or recurring payment transaction in euros between a creditor and a debtor whose bank accounts are respectively domiciled in the SEPA area. This direct debit is based on a dual mandate, given by the Client to their creditor on a single form (the SEPA Direct Debit Mandate), by which the Client authorises the creditor to issue one or several direct debits payable on their account and authorises the Bank to debit their account with the amount of the direct debit(s). The mandate is identified by a unique mandate reference (UMR) provided by the creditor who is responsible for verifying the mandate data and transmitting it to the Bank for payment.

The Client may give a written instruction to the Bank:

- to limit the collection of direct debits to a certain amount, or at a certain periodicity, or both;
- if a payment scheme mandate does not provide for the right to reimbursement, to verify each direct debit transaction and to verify, before debiting their payment account, that the amount and frequency of the debit transaction submitted correspond to the amount and frequency agreed upon in the mandate, on the basis of the mandate information;
- to block any withdrawals from their payment account or to block any direct debits initiated by one or more specified beneficiaries, or to authorise only direct debits initiated by one or more specified beneficiaries.

Prior to the execution of the direct debit, the creditor is required to inform the Client, by means of a prior notification, at least fourteen calendar days before the due date of the direct debit. The Client can therefore verify the compliance of the transaction with the agreement they have concluded with

their creditor. The Client therefore authorises the Bank to execute on their account, if its situation so allows, all the withdrawals they have authorised.

However, if the Client disagrees with their creditor, they must notify the latter. In the event that their request is not taken into account, the Client may oppose the relevant direct debit with the Bank at the latest at the end of the business day preceding the agreed date for debiting the funds, and by transmitting the ICS/UMR references to the Bank.

The Client may terminate the issue of SEPA Direct Debit by their creditor. The Client must then notify the creditor of the revocation of their SEPA direct debit mandate and inform the Bank at the same time. In addition, a mandate for which no SEPA direct debit order has been submitted for a period of 36 months lapses.

Contesting an authorised SEPA direct debit (SDD CORE): within eight weeks from the date of debiting the account, the Client may contest and request the refund of the direct debit. The Client shall, at the request of the Bank, transmit all the elements relating to the requested reimbursement. In view of these elements, the Bank may proceed with or refuse the refund.

4.3.4. SEPA B2B Direct debits

SEPA B2B direct debit is intended exclusively for non-consumer creditors and debtors (legal persons and natural persons acting for business purposes).

This is an ad-hoc or recurring payment transaction in euros between a creditor and a debtor whose bank accounts are respectively domiciled in the SEPA area. This direct debit is based on a dual mandate, given by the Client to their creditor on a single form (the SEPA B2B Direct Debit Mandate), by which the Client authorises the creditor to issue one or several direct debits payable on their account and authorises the Bank to debit their account with the amount of the direct debit(s). The mandate is identified by a unique mandate reference (UMR) provided by the creditor who is responsible for verifying the mandate data and transmitting it to the Bank for payment.

The debtor must complete the "SEPA B2B Direct Debit Mandate", sign it and return it to their creditor. The Client undertakes to inform the Bank without delay in the event of a change in the data of the mandate.

The Client may give a written instruction to the Bank:

- to limit the collection of direct debits to a certain amount, or at a certain periodicity, or both;
- to block any withdrawals from their payment account or to block any direct debits initiated by one or more specified beneficiaries, or to authorise only direct debits initiated by one or more specified beneficiaries.

When the Client is the debtor, they must provide the Bank with a copy of each SEPA B2B direct debit mandate granted to each of their creditors, in order to enable the latter to verify the conformity of the mandate. On receipt of the "next" transactions (from the 2nd collection of a series of direct debits), the Bank automatically verifies the consistency of the mandate data with the recorded data and with the transaction data. Any SEPA B2B Direct Debit submitted under a mandate that has not been communicated to the Bank or whose data does not match that of the mandate forwarded will automatically be rejected by the Bank. The Bank cannot be held liable for the consequences of such rejection.

In the context of a SEPA B2B mandate, the Client expressly waives the right to contest an

authorised transaction (impossible for the debtor Client to request the reimbursement of a SEPA B2B direct debit for which they have given their consent).

Prior to the execution of the direct debit, the creditor is required to inform the Client, by means of a prior notification, at least fourteen calendar days before the due date of the direct debit. The Client can therefore verify the compliance of the transaction with the agreement they have concluded with their creditor. The Client therefore authorises the Bank to execute on their account, if its situation so allows, all the withdrawals they have authorised.

However, if the Client disagrees with their creditor, they must notify the latter. In the event that their request is not taken into account, the Client may oppose the relevant direct debit with the Bank at the latest at the end of the business day preceding the agreed date for debiting the funds, and by transmitting the ICS/UMR references to the Bank.

The Client may terminate the issue of SEPA Direct Debit by their creditor. The Client must then notify the creditor of the revocation of their SEPA direct debit mandate and inform the Bank at the same time. In addition, a mandate for which no SEPA direct debit order has been submitted for a period of 36 months lapses.

Contesting an authorised SEPA B2B direct debit: the Client acknowledges that the SEPA B2B direct debit excludes any right to reimbursement in the event that the transaction is authorised.

4.3.5. Interbank payment slip and remote payment

Since 1st February 2016, these two payment methods have been replaced by payment instruments that comply with the SEPA requirements.
The SEPA Interbank payment slip is a payment service for remotely paying bills. After signature by the Client, it allows the payment of the invoices concerned by a SEPA Direct Debit. The Bank pays SEPA Interbank payment slips domiciled in the account under the same conditions as any other payment (prior and available provision). They can be revoked.

All the provisions applicable to the SEPA direct debit also apply to the SEPA Interbank payment slip.

4.3.6.Transfers

The Client can make SEPA or international transfers. Transfers are known as "SEPA" when they concern transactions in euros, between two accounts held by payment service providers located in the SEPA area. The Client has the possibility to initiate:

- unit transfers with immediate or deferred execution;
- permanent automatic transfers (transfers of which the amount and the frequency are agreed in advance).

The Client shall provide the Bank with the details of the account to be debited, the amount of the transfer, the payment currency, the execution date in the event of a deferred transfer and the beneficiary's bank details. The signature of the Client or their authorised representative on the transfer order in paper format constitutes consent to

the execution of the transaction. In the case of a transfer order made using remote access, the use of confidential codes implies acceptance of the execution of the transaction.

A transfer order is considered to be received by the Bank on the business day of receipt or on the business day of the provision for the execution thereof. If the transfer order is received after 10.30 am, it is considered to have been received the next business day.

In principle, a transfer order becomes irrevocable upon receipt by the Bank. The Client may nevertheless modify or suspend the execution of their instructions provided that they make a written request to the Bank at the latest one working day before the date set for its execution. The Client also has the possibility to withdraw their consent to the execution of a standing transfer order, therefore terminating this transaction in the future. This request must reach the Bank no later than two working days before the date fixed for execution by the Bank. The Client will then be responsible for the possible consequences of this termination (if any) with respect to the beneficiary of the transfer.

4.3.7. Liability - means of payment other than cheques

Principle: the Client must challenge the payment transactions other than those resulting from a cheque that they would not have authorised or that have been incorrectly executed, without delay and within thirteen months of the date of debiting their account. No dispute will be accepted by the Bank after this period.

Incorrectly executed transaction: in the event that the Client indicates to the Bank that a payment transaction has not been executed correctly, the Bank will have the possibility to prove by any means that the transaction has been authenticated, duly registered and recognised.

In any case, the Bank may not be held liable:

- if it is able to demonstrate, for the transfers issued and the direct debits honoured, that it has transmitted the funds to the payment service provider of the beneficiary;
- if it is able to demonstrate, for the transfers received, that it has indeed credited the funds to the Client's account after their receipt;
- in the case of communication of inaccurate bank details by the Client or the principal;
- in the event of delay in the execution of a payment transaction or in the event of non-execution of a payment transaction as a result of prior verifications carried out by the Bank in accordance with the regulations in force.

In the event that the responsibility of the bank would be proven and unless otherwise instructed by the Client, the Bank may, depending on the transaction concerned, either re-credit the Client's account of the amount of the transaction that was incorrectly executed (transfer issued or debit debited) or debit the account of the amount of the transaction (transfer received).

Unauthorised transaction: in the event that the Client disputes having authorised a payment transaction, the Bank will have the possibility to prove by any means that the transaction has been authenticated, duly registered and accounted for. In the event of an unauthorised transaction, the Client may obtain immediate reimbursement of all transactions reported to the Bank within the aforementioned period. If, after repayment, where applicable, it turns out that the

transaction was in fact authorised, the Bank reserves the right to reverse the amount of refunds wrongly made.
Unauthorised transactions in which the Client has acted fraudulently or has failed intentionally or through gross negligence to fulfil their obligations in terms of means of payment may not be reimbursed.

Force majeure: the Bank may not be held liable in the event of force majeure as defined by the French Civil Code and the jurisprudence of the French courts.

5. ARTICLE 5 – INCIDENTS RELATING TO THE OPERATION OF THE ACCOUNT

The Client undertakes to make and maintain the necessary provision for the payment of any drawdowns and direct debits.
The Client is informed that in the case of issue of cheques without provision or opposition for loss and theft of cheques, their bank account details will be recorded in specific files kept by the Banque de France. The Client will then have the right to access and rectify information concerning them.

5.1. OPPOSITION

5.1.1. Opposition to the payment of a cheque

The Client is liable in case of loss, theft or fraudulent use of the cheques that have been issued to them, until the Bank receives an objection made, in accordance with the legal provisions, in writing, at the counter where their account is held, specifying the reason for the opposition and indicating the elements to identify the cheque(s) concerned, such as amount, number, name of the beneficiary and date of issue. The Client can notify the Bank by telephone. However, the opposition will take effect only upon receipt of the written confirmation of the opposition.

It is recalled that the legislation on cheques only allows opposition in the following cases:

- loss, theft or fraudulent use of the cheque;
- recovery or liquidation of the holder.

Any opposition made without cause, or for a reason not provided for by the texts in force cannot be taken into account by the Bank and exposes its author to possible

criminal sanctions (fine of €375,000 and/or imprisonment for five years), if the intention to harm the beneficiary is demonstrated.
In the event of opposition, the Bank is entitled to block delivery of the cheque(s) at issue until its/their validity has been judicially determined, or until the Client has released it/them.

5.1.2. Opposition to a credit card payment

The credit card holder may object to any payment made by means of the card issued to them. Payment card legislation allows for opposition only in the following cases:

- loss, theft or fraudulent use of the card or card data;
- recovery or liquidation of the beneficiary.

The practical modalities of opposition are set out in the specific contract signed between the Client and the Bank.

5.2. ISSUING A CHEQUE WITHOUT PROVISION

Before issuing a cheque, the Client must ensure to have sufficient funds available in their account, taking into consideration the operations in progress.

Before rejecting a cheque for insufficient funds, the Bank will remind the Client of the consequences of the lack of provision to the contact details provided by the Client when opening the account. The Client must inform the Bank of any modification of the contact details provided, by means of a letter. The Bank cannot be held responsible if the information sent in accordance with the instructions of the Client has not been received by it or has been received late for reasons beyond the control of the Bank (e.g., absence of the Client, no indication of changes in contact details). When the information is sent by fax, e-mail or telephone, the Client shall be responsible for ensuring the confidentiality of the information transmitted and discharge the Bank of any responsibility in this regard.

In the absence of sufficient available funds, the Bank will reject the cheque and send the Client a letter of injunction which prohibits issuing cheques for a period of five years on all accounts held or co-held by the Client, and an obligation to return without delay all the cheque books in their possession or that of their representatives. The Bank shall inform the Client's agents of this.

The payment incident is reported to the Banque de France, which must inform any establishment in which the issuer has an account of the need to implement the prohibition.

The Client may recover the ability to issue cheques, before the expiry of the five-year period prescribed by the regulations, as soon as they correct the incident that led to the ban, as well as all subsequent incidents, both in the Bank's books and in those of all other credit institutions. Regularisation can be carried out in two ways:

- direct payment of the amount of the unpaid cheque to the beneficiary. The Client must then prove the adjustment by remitting the cheque to the Bank;
- constitution of a sufficient and available provision to pay the cheque when it is re-presented. The provision must remain on the account for one year, unless the Client justifies having paid the beneficiary directly before the expiry of this period.

5.3. SEIZURES, NOTICE TO THIRD PARTY HOLDER, ADMINISTRATIVE OPPOSITIONS AND OTHER MEASURES

When an attachment is notified to the Bank, the Bank is required to declare and block the available balance of the account(s) opened in its books in the name of the Client even if this balance is greater than the amount of the seizure, in accordance with Article L 162-1 of the Code of Civil Enforcement Procedures. The blocked sums may be allocated to the benefit or prejudice of the seizing party, for a period of fifteen days, by certain transactions whose date is prior to the seizure. At the end of the aforementioned deadlines, the unavailability of the account(s) shall only remain for the amount for which the seizure was made. The Bank shall only proceed to the payment of the sums seized on presentation of a non-contestation certificate issued by the clerk of the Tribunal de Grande Instance or by the bailiff or upon declaration by the Client that they do not dispute the seizure.

The Bank may also be served with a sequestration to which the provisions of Article L 162-1 referred to above apply. The creditor who obtains an enforceable title must notify the Bank of a deed of conversion to attachment seizure. Payment by the Bank is then made under the conditions provided for in the previous paragraph.

For the recovery of privileged debts, the Inland Revenue may send the Bank a notice to third party holder which includes the effect of immediately allocating the sums available on the Client's account(s). The provisions of the aforementioned Article L 162-1 are also applicable. The Bank must pay the funds at the end of a period of two months from the day the notice to third party holder has been notified (this period is reduced to one month when the creditor is the customs authorities) notwithstanding any action or claim by the Client.

The tax authorities may recover the contravenal fines by administrative opposition notified to the Bank. This measure has the effect of blocking the sums available on the Client's account(s) for a period of fifteen days, up to the amount owed to the Inland Revenue. At the end of this period and in the absence of complaint of the Client according to the legal forms, the Bank must pay the funds to the Inland Revenue.

The fixed fee collected for each measure (seizure, notice to third party holder, opposition or any other measure and whose amount is specified in the Tariff conditions) shall remain definitively acquired at the Bank even if the seizure or other measure is not valid or remains ineffective.

The Bank shall make available to the Client, a natural person, who is the subject of an execution measure a sum of an amount equal to that of the Revenu de Solidarité Active (active solidarity income) for a single beneficiary within the limit of the credit balance of the account(s) held by the Client on the day of the seizure. The sums made available to the Client, a natural person, cannot be apprehended by the seizure. However, they may be reduced by ongoing operations in the event of insufficient sums made unavailable due to the seizure. The Client may only benefit from a single provision for the same seizure. They may again benefit from the provision of sums of a food-related nature equal to the Revenu de Solidarité Active in the event of a new seizure at the end of a period of one month from the previous provision. During this period, the above-mentioned sum remains at the Client's disposal.

The sums of a food-related nature made available to the Client are deducted from the amount of the unseizable debts, the payment of which may subsequently be requested. The amount of the unseizable debts previously paid out shall be deducted from the amounts of a food-related nature whose settlement is requested.

Any potential abuse (such as filing with multiple institutions) exposes the account holder to civil and criminal penalties.

The account may also be subject to other enforcement measures (opposition to third party holder, direct payment of maintenance, etc.). The Bank may also be forced to declare the balance of the account(s), to make all the sums or the amount for which the measure is applied unavailable, and to settle it in the hands of third parties.

6. ARTICLE 6 – GUARANTEES AND COMPENSATION

6.1. RIGHT OF RETENTION

The Bank may exercise its right of retention on any securities or cash belonging to the Client that would be regularly held in their possession, up to full repayment of the debit balance of the account or any amount due to the Bank, in particular in respect of interest, costs, commissions and accessories generated by such debit balance and for any direct or indirect commitments that the Client may have vis-à-vis the Bank.

6.2. COMPENSATION

Special accounts, such as term accounts, guarantee accounts and savings accounts, are governed by the rules specific to them. However, unless otherwise provided by law, they may have their balances offset against each other and with that of the account because of the connection that the Bank and the Client intend to establish between all the transactions they process together so that the Bank may report in a single general balance the total of the debit and credit balances of these accounts so that the credit balance of one can be used as collateral for the debit balance of the other. This compensation shall occur, according to the terms and conditions specific to each of the special regime accounts, either at any time or at the closure of the account.

7. ARTICLE 7 – OTHER SERVICES

7.1. ONLINE SERVICES

The Bank provides its Clients with an interactive site at the following address: www.delubac.com/. This service provides access to the following functions:

- Consult the history of your accounts,
- realisation of transfer requests,
- print order,
- cheque book order,
- E-statements.

For the security of your data, an encryption system has been set up. You will therefore only be able to access the various functions via passwords, which will be communicated to you if you wish to benefit from the internet service. To ensure optimal security, access will be blocked after three attempts to enter incorrect passwords.

The rate for this service is determined in the Bank's Tariff Conditions. The Bank reserves the right to discontinue the service without having to justify it (e.g., not following a request to benefit from this service).

7.2. ADDITIONAL SERVICES

Any other service proposed by the Bank or requested from the Bank will be the subject of a specific agreement specifying its terms of execution and its tariff conditions.

8. ARTICLE 8 - TARIFF CONDITIONS

8.1. TARIFFS

The fees and commissions applicable to the goods and services referred to in the Agreement, the management of the account, the means of payment issued, account malfunctions or incidents concerning means of payment are specified in the Tariff conditions.

The Client undertakes to pay, and authorises the Bank to draw on their account, the costs, charges, interest and commissions related to the operation and maintenance of their account, as well as other management fees and all other fees and commissions whatever their nature as they appear in the Tariff conditions.

In the event of opening an account upon designation by the Banque de France, the Client shall benefit from the basic banking services listed in Article 2.4 free of charge.

8.2. AMENDMENTS TO THE TARIFF CONDITIONS

Tariff conditions may be modified in the event of legislative or regulatory measures, which would have the effect of modifying a tariff, including a tax. The new tariff will then be applicable as soon as it enters into force.

In addition, in the event of changes in tariff conditions on the initiative of the Bank, the latter will inform the Client by any means two months before the planned date of application. The absence of a written objection by the Client within this two-month period implies acceptance of the new tariff. If the new pricing conditions proposed by the Bank are not suitable for the Client, the latter must notify the Bank in writing within the above deadline and must close their account before the new rate comes into force.

9. ARTICLE 9 - CLIENT INFORMATION RELATING TO ACCOUNT MANAGEMENT

9.1. ACCOUNT STATEMENTS

9.1.1. General operation

The Bank will keep the records and report periodically on all credit and debit transactions affecting the account. It will draw up periodic statements and make them available to the Client who shall verify them with a view to immediately reporting any error or omission.

In the absence of a claim within 60 days of the provision being made, the statement will be considered as approved by the Client, subject to longer legal deadlines for certain transactions.

Any cancellation of the transaction will appear on the account statement. The Bank shall be exempt from any special notification in this respect.

The Bank shall keep a copy of the statements for ten years from the date of issue.

The Client may choose the frequency at which the statements are made available in the Special Conditions. Unless otherwise specified, account statements will be made available on a monthly basis if movements have been recorded by the Bank, and at least once a year at the beginning of the year. The related terms and costs are contained in the Tariff Conditions.

The proof of the transactions carried out on the account will result from the Bank's entries.

The entries on the account statement have two dates:

- the book entry date or transaction date to determine the position of the account and the fate of the means of payment issued on it;
- the value date taking into account the time required to complete the transaction. The value date is the date used for the calculation of any interest during the periodic closing of account.

9.1.2. Electronic statements

The Client acknowledges being informed, and accepts without reservation, that account statements, as well as any document relating to the operation of their account, will be communicated to them electronically. The documents will be made available on the Bank's website: www.delubac.com/

The provision by electronic means will be considered valid and will release the Bank from any obligation towards the Client. Each of these statements can be accessed, downloaded and printed on the website, from its availability for a period of one year. In any case, the statements will be kept by the Bank during the regulatory deadlines in force. The Client may request the transmission of an additional copy at any time during these same periods. The related terms and costs are contained in the Tariff Conditions.

The Client releases the Bank of any responsibility for any anomalies that may affect the content or transmission of the statements of account. Proof of the issuance and delivery of the statement of account will be exclusively based on the electronic

evidence of the document being made available by the Bank.

In the event that the Client is unable to consult their statements of account or the IFU single tax return form, they must inform the Bank as soon as possible.

After closing the account, the account holder will no longer be able to view their account statements online. The account holder must therefore proceed with their backup before the effective closure of their bank account.

9.2. ANNUAL SUMMARY OF BANKING FEES

Each year, individual and non-corporate Clients (excluding other legal entities) are informed of the fees collected by the Bank during the previous calendar year for the products and services provided as part of the management of their account.

10. ARTICLE 10 - BANK INFORMATION AND DATA PROCESSING

10.1. COMMUNICATION TO THE BANK

Throughout the duration of the Agreement, the Client agrees to:

- communicate to the Bank, at the opening of the account and thereafter annually within six months of the end of its financial year, the accounting and tax documents relating to the situation of the company (balance sheet, profit and loss account, appendices), as the case may be, the report of the Statutory Auditor certifying the accounts as true and fair, as well as any other document, including forecasts, on its economic and financial situation, but also to inform immediately the Bank of any fact likely to affect the company's situation;
- inform the Bank within fifteen days of all facts likely to seriously affect the importance or value of its assets or to substantially increase the volume of its commitments;
- inform the Bank, within the same period, of all changes affecting the form, nature or capacity of the company or activity (in particular change of name or form, transfer of registered office, merger, demerger, dissolution, receivership, amicable or judicial liquidation), of any significant change in the distribution of its share capital;
- inform the Bank of any change in its articles of association and any change in the persons authorised to represent them (including legal representatives and/or representatives);
- communicate to the Bank, on first request, any information, documentary evidence or document relating to their assets, personal or financial situation, or the conditions of any transaction initiated for their benefit or for the benefit of a third party.

10.2. FATCA REGULATIONS

The United States Foreign Account Tax Compliance Act (FATCA) requires non-US financial institutions to provide US tax authorities with information about their "US Person" clients. An intergovernmental agreement has been concluded between the French and American governments (known as "IGA"). Therefore, French financial institutions communicate to the French tax authorities a set of personal and financial data concerning their Clients who have been identified as "US Person" within the meaning

of this regulation, and instruct the latter to send this information to the US tax authorities. To comply with these regulations, when opening an account, the Bank asks the Client to complete a "self-certification" allowing it to assess their possible status as a "US Person", using criteria known as "Americanity".

The Client undertakes to communicate as soon as possible any clarification requested by the Bank or any modification made. Otherwise, in the light of the information at its disposal, the Bank could apply the status of "US Person" to the Client concerned with all the consequences, in particular tax consequences, associated with this status. In this case, the Bank cannot be held liable to the Client for the consequences of any communication of information to the tax authorities with regard to this regulation.

In addition, the Bank draws the attention of Clients who are listed as "US Person" to the fact that this status is likely to restrict the marketing of certain services and financial instruments in their regard.

10.3. AUTOMATIC INFORMATION EXCHANGE

The regulation on the automatic exchange of information (AEOI) requires financial institutions to provide the tax authorities with information relating to all types of investment income (interest, dividends, etc.) but also the balances of accounts and proceeds from the sale of financial instruments held by non-tax residents. The tax authorities are then responsible for forwarding the information provided by the financial institutions to the tax authorities of the countries of residence of the holders of these accounts.

To comply with these regulations, when opening an account, the Bank asks the Client to complete a "self-certification" allowing it to assess their possible status as a "non-tax residents".

The Bank cannot be held liable to the Client for the consequences of any communication of information to the tax authorities with regard to this regulation.

10.4. THE FIGHT AGAINST MONEY LAUNDERING AND THE FINANCING OF TERRORISM

The Bank is bound, under penalty of criminal sanction, to a duty of vigilance. Pursuant to Articles L.561-1 et seq. of the French Monetary and Financial Code relating to the obligations of financial institutions in particular with regard to the fight against money laundering, the Bank is required, in particular, to declare:

- sums and transactions relating to sums that could result from drug trafficking or organised criminal activities;
- transactions for which the identity of the principal or beneficiary remains doubtful despite all the due diligence carried out for the identity checks that are required of the Bank;
- transactions carried out on their own account or on behalf of third parties with natural or legal persons, including their subsidiaries or establishments, acting in the form or on behalf of trust funds or any other asset allocation management instrument, whose grantors' or beneficiaries' identity is not known. It is specified that this reporting obligation incumbent on the Bank may be extended to transactions with nationals of certain countries whose legislation is found to be inadequate or whose practices are considered to

be an obstacle to the fight against money laundering by the international body for consultation and coordination in the fight against money laundering.

- to verify with the Client in case of transactions that appear unusual, in particular because of their terms, amount or exceptional nature in relation to those processed up to that date. This information concerns the origin and destination of the sums in question as well as the purpose of the transaction and the identity of the person who benefits from it.

10.5. PROFESSIONAL SECRECY

In accordance with the provisions of Article L.511-33 of the French Monetary and Financial Code, the Bank is bound by professional secrecy.

However, this secrecy may be waived in cases provided for by law and in particular at the request of the supervisory authorities, the tax authorities or customs administration, the criminal court or in case of judicial requisition notified to the Bank.

The Client also has the option of relieving the Bank of this secrecy by informing it in writing of the third parties to whom they will authorise it to communicate information about them that they will expressly mention to it.

By express agreement, the Client authorises the Bank to communicate any relevant information concerning them to any natural or legal person contributing to the performance of the services provided for in the Agreement or who may subsequently be attached thereto, in particular to service providers for the performance of subcontracted work, to its partners and/or group companies (subsidiaries or shareholders of the Bank) for their use for the purposes of study and management of files, commercial surveys and/or other statistical studies.

10.6. PERSONAL DATA PROTECTION

The Bank may or may not process personal data automatically in the context of its relations with its Clients. The information collected by the Bank under this Agreement is part of this processing.

In accordance with the regulations in force and in particular the provisions of the General Data Protection Regulations (GDPR), the Bank has established a personal data protection policy detailing the conditions under which personal data is processed. This personal data processing policy is set out in Appendix 2 to this Agreement.

11. ARTICLE 11 - DURATION - AMENDMENT - TERMINATION OF THE AGREEMENT

11.1. DURATION OF THE AGREEMENT

The Agreement is concluded for an indefinite period.

11.2. INTEGRALITY OF THE AGREEMENT AND AMENDMENT

If any of the substantive provisions of the Agreement were to be considered invalid, the other provisions shall nevertheless remain binding and the Agreement would be partially implemented.

Failure by the Bank to exercise a right provided for in the Agreement does not constitute a waiver of that right by the Bank.

If this Agreement changes at the Bank's initiative, the latter shall inform the Client by any means two months before its entry into force. In the event of dispute of substantial amendments to the Agreement, the Client will have to ask in writing the closure of their account.

The provisions of the Agreement may also evolve as a result of legislative or regulatory measures. In this case, these changes will take effect on the date of application of the measures concerned without any particular action by the Bank.

11.3. TERMINATION OF THE AGREEMENT

11.3.1. General information

The Agreement may be terminated at any time without giving reasons:

- either at the Client's initiative, with a 30-day notice;
- or at the Bank's initiative, with a 60-day notice.

This decision will be notified to the other party by registered letter with acknowledgement of receipt.

The Agreement shall be terminated ipso jure and without prior formal notice in the following cases:

- death of the natural person Client or dissolution of the legal person;
- seriously reprehensible behaviour of the Client;
- abnormal operation of the account;
- inaccurate information provided by the Client, in particular concerning his financial or patrimonial situation and in the event of non-compliance with one of the obligations borne by the Client provided for in the Agreement.

The Account Agreement may also be terminated without notice and without formal notice at the Bank's initiative in the case of sanction or restriction imposed by any national or international authority against the Client or their country of residence and of a nature to question the functioning of this Agreement.

As from the notification, the legal effects of the current account will end immediately and a liquidation period of the current transactions will start.

The Client then agrees to change the domiciliation of any payment previously made to this account and to no longer use this account for future transactions. They will be personally responsible for these modifications with regard to third parties, including their creditors, with whom such direct debits were made.
In addition, they must ensure that they maintain a balance of sufficient funds that are available to ensure the smooth completion of ongoing transactions. Otherwise, they would be exposed to rejection by the Bank. The final balance of the account will be determined as soon as no transaction is likely to affect the amount.
The closure will have the effect of making the balance payable. The balance of the account will be determined subject to ongoing transactions. No further orders on the account will be executed and all securities domiciled on the account will be rejected. The Client will be required to return to the Bank the cheques and any other means of payment in their possession and that of their representatives. It will be the Client's responsibility to inform the latter.
Finally, notwithstanding the closing of the account, the guarantees of any kind in favour of the Bank shall remain in full force and effect until the actual settlement of the sums due to it, in particular any securities previously pledged as collateral.
The balance, if it is in credit and subject to the liquidation of ongoing transactions, after

closure will be held at the disposal of the Client or their beneficiaries for the applicable statutory period.

11.3.2. Debit balance at closing – interest - capitalisation

If the balance shows a debit balance, the debtor will pay interest from the closure at the rate applied on the day of the closure until full repayment.
Similarly, all transactions that the Bank is unable to reverse will bear interest at the rate provided above.
Finally, the parties agree that the interest on the capital due for a full year will itself produce interest, in accordance with the regulations in force. The production of interest after the closure of the account does not mean that the Bank waives the immediate payment of the balance or agrees on payment deadlines.
In addition, if a debit balance remains after the closing date, a commission equal to 15% of the debit balance will be due to the Bank as a penalty clause.

12. ARTICLE 12 – INACTIVE BANK ACCOUNT

A bank account is considered inactive at the end of a twelve-month period:

- either if the account has not registered any transaction on the initiative of the holder or an authorised person and if the latter has not come forward and has not carried out any other transaction on another account opened in their name in the Bank's books. In the event that the sums on the account are considered unavailable for a certain period, the period of inactivity begins to run at the end of the unavailability period;
- or if the holder has died and none of their successors have informed the bank of their intention to assert their rights over the assets and deposits registered therein and that the Bank has found no information concerning beneficiaries of the holder after consulting the national directory of identification of natural persons.

The Bank is required to pay the funds to the Caisse des Dépôts et Consignations (CDC) after a period of:

- ten years from the most recent date between the date of the last transaction, the date of the last event, or from the end of the unavailability;
- three years after the death of the holder.

Six months before the expiry of this period, the Bank shall inform by any means, the holder or any authorised person of the implementation of the transfer of funds to the CDC.

Deposits and assets transferred to CDC are net of all transfer charges. The transfer of deposits and assets to the CDC will result in the closure of the account.

The sums deposited with the CDC and which have not been claimed by the holder or any authorised person shall be acquired by the State at the end of a period of:

- twenty years from the CDC filing date for inactive accounts for a cause other than the death of the holder;
- twenty-seven years from the CDC filing date for inactive accounts following the death of the holder.

Until the acquisition of the sums by the State, the Bank is obliged to keep the information and documents relating to the balance of the

account as of the date of deposit at the CDC, the calculation of inactivity deadlines and applicable tax regime, as well as the information and documents enabling the holder or any authorised person to be identified.

13. ARTICLE 13 – TREATMENT OF DISPUTES

13.1. CLAIMS - MEDIATION

In the event of a complaint, the Client may contact the Bank's Client Relations Department free of charge by telephoning +33 (0) 4 75 29 02 99 (non-premium rate) or by sending a letter to the following address:

- Banque Delubac & Cie - Service Relation Clientèle - 16 place Saléon Terras 07160 Le Cheylard – France
- or at the following e-mail address: qualite@delubac.fr

If the Client's request concerns a payment service, the processing time of their claim is ten (10) working days following receipt of the claim. If within this period a reply cannot be made due to exceptional circumstances, the deadline is extended to thirty-five working days.

If the Client's request does not concern a payment service, the processing time from receipt of his claim is two months.

Furthermore, if the Client is still not satisfied by the given response, they may contact the Bank's Complaint Service free of charge, enclosing the copy of their initial letter and the reply that followed to their request at the following address:

- Banque Delubac & Cie - Service Réclamation – 16, place Saléon Terras – 07160 Le Cheylard - France
- or at the following e-mail address: reclamation@delubac.fr

If the dispute cannot be resolved and falls within the Mediator's competence, the Client may send it free of charge to the Mediator designated by the Bank under the following conditions:

- Justify the rejection of their request by the Bank's Claims Department;:
- Send their request to the following address: Monsieur le Médiateur - Banque Delubac et Cie – 10, rue Roquépine - 75008 Paris. - France
- Or via the Bank's website (regulatory information) at the following address contact@mediateur-banque-delubac.com

If the dispute falls within its jurisdiction, the Client has the opportunity to contact the AMF Mediator free of charge at the following address:

- Monsieur le Médiateur de l'AMF - Autorité des Marchés Financiers – 17, place de la Bourse - 75082 Paris cedex 02 – France.

13.2. APPLICABLE LAW – COMPETENT COURTS – LANGUAGE

The law applicable to this Agreement is French law. In the absence of an amicable settlement, all disputes relating to this Agreement or its consequences will be subject to the exclusive jurisdiction of the French courts. In case of translation, only the text of the agreement in the French version will prevail between the parties.

14. ARTICLE 14 – GUARANTEE OF DEPOSITS

In accordance with the applicable regulations, the Bank is a member of the Fonds de Garantie des Dépôts et de Résolutions. A document containing the information on the deposit guarantee can be found in Appendix 1.

15. ARTICLE 15 - COMPETENT AUTHORITY OF APPROVAL AND CONTROL

The contact details for the Bank's approval and control authority are:

Autorité de Contrôle Prudentiel et de Résolution, 61, rue Taitbout, 75436 Paris Cedex 09 – France

The list of authorised payment service providers is available for consultation on the ACPR website www.acpr.banque-france.fr

CHAPTER 2 - CONDITIONS FOR THE GRANTING, SET-UP AND USE OF CREDIT FACILITIES

16. ARTICLE 16 - SETTING UP CREDIT FACILITIES

The set-up of an operating credit facility for the benefit of the Client will only be effective subject to an express written agreement of the Bank specifying in particular the specific conditions relating to the amount of the credit, the rates, the holdbacks, possibly even the guarantee fund.

The credit facility will only come into effect when it is first used, and if no use is made within three months from the date of confirmation of the credit, it will become irrevocably null and void.

In the same way, the absence of use of the above credit facility for a period of three consecutive months from date to date will result in the credit facility being null and void.

However, in the context of the debt mobilisation, in the event that the percentage of outstanding payments at maturity exceeds 2% (two percent) in number or amount at any time, the Bank may terminate the credit facility granted, without any notice, by registered mail.

17. ARTICLE 17 – CREDIT FACILITIES GRANTED TO COMPANIES PLACED IN INSOLVENCY PROCEEDINGS

Once out of the insolvency procedure and in the event that they wish to continue working with the Bank and to obtain the continuation of the credits granted in the framework of the procedure, the Client will have to make a written request to the Bank.

This request will be examined by the Bank, which, in the event of an agreement, may ask for various guarantees and security which must be rectified before the continuation of the relationship.

It is understood that the aforementioned credits are granted only because the aforementioned company is undergoing an insolvency procedure and that the Bank benefits in this respect from the provisions of Article L. 622-17 of the French Commercial Code and that they will be null and void as soon as the undersigned obtains a judgment, either of a transfer plan, or a continuation plan.

The same applies to companies under temporary administration, in conciliation, on ad hoc mandate, where the order of the President of the court must be provided to the Bank.

18. ARTICLE 18 - CREDIT FACILITIES TERMINATION CONDITIONS

Any open-ended credit facility that the Bank will grant to the Client may be reduced or interrupted at the end of a period of notice of 60 (sixty) days from the first presentation of a notification sent by registered letter with acknowledgement of receipt to the address indicated for sending account statements.

However, the Bank shall not be obliged to respect the notice period in the event of a serious misconduct by the Client or in the event that their situation proves irretrievably compromised.

In particular, the submission of any document or declaration by the Client intended to give the Bank a misleading image of their company or for the purpose of gaining an advantage to which they could not claim will be considered as seriously reprehensible behaviour. The same shall apply to any involvement of a criminal nature in their professional activities.

Without pre-judging all the causes or definitions that may otherwise be conventionally adopted, when the analysis of the company's financial statements reveals a significant discrepancy with their forecasts of activities that no longer allows them to meet all their charges without any effective remedy being taken, the Client's situation will appear irretrievably compromised. This will be the case in particular in the event that the Client has not reconstituted the company's equity capital within two years after having noted the loss of more than half of it.

19. ARTICLE 19 – FRAMEWORK AGREEMENT FOR THE ASSIGNMENT OF RECEIVABLES

Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code are intended to facilitate credit to companies. To this end, they offer legal persons governed by public law or private law as well as natural persons in the exercise of their activity, the possibility of assigning to credit institutions, by simply giving them an assignment form, any receivables they may have on other legal persons governed by public or private law or on natural persons in the course of their professional activity.

If it deems it appropriate, the Bank may make the granting or continuation of any credit, whatever its method of implementation, subject to the transfer by the Client of the receivables they hold against the persons referred to in the law, without any obligation on the Bank to grant a credit facility of equal amount.

The purpose of this Agreement, which is to specify the methods of application of Articles L. 313-23 to L313-35 of the French Monetary and Financial Code in the relations between the Bank and the Client, does not imply on the part of the Bank any promise or confirmation of the credits, their nature, amount and conditions being fixed in separate agreements of this Convention.

It applies automatically to any assignment form referring to it.

19.1. GENERAL

Each assignment form relating to transactions carried out under this Agreement and to which it refers by right, is stipulated in order to allow, if necessary, the transmission to another credit institution.

It must be signed by the Client and consolidated by the maturing receivables it

represents, the Bank always having after examination the right to refuse the assignment of all or part of these receivables.

The delivery of each assignment form entails ipso jure the transfer of the ownership of the assigned receivables, as well as the securities securing these receivables and all rights, accessories or shares, without exception, attached thereto, the Client being unable to remove them or restrict the extent.

However, the Bank is under no circumstances obliged to use it.

With regard to receivables secured by retention of title:

- the Client cannot oppose to the Bank the risk charge in the event of loss or distribution of the item sold,
- the Client is appointed as representative of the Bank for the purpose of preserving the rights of the Bank, this mandate including not only the bringing into play of the retention of title clause, but also the surveillance, recovery and realisation of the item sold.

In any assignment form, the Client undertakes not to include receivables that have been the subject, in whole or in part, of an assignment, delegation or pledge, attachment, opposition or impediment of any kind or corresponding to outsourced transactions or, unless agreed by the Bank, receivables arising from acts to be taken. The Client cannot (after signature of the form) delete or restrict the scope of the rights, in particular by subcontracting without the prior agreement of the Bank.

The Bank may make the granting or continuation of the credit facility conditional on the recovery by itself of the assigned receivables, in particular by means of magnetic processes (bills of exchange, collection notice for example). In the opposite case, the Client acts as a representative of the Bank for the collection of the assigned receivables and undertakes as such to return the amount to the Bank or to deliver the payment instruments (cheques, promissory notes, etc.) together with the identification of the relevant receivables. Failure to comply with this obligation shall result in the immediate payment of the credit facility granted.

The Client gives express mandate to the Bank, which accepts it, to endorse at its order (that of the Bank), in full ownership, the instruments (cheques, bills of exchange, promissory notes, etc.) that it receives directly, in settlement of the assigned receivables, on which it does not appear as beneficiary.

The Bank reserves the right, even after the expiry of the assigned receivables not yet paid:

- to notify the assignment to the assigned debtors, who must then pay their debts directly to them;
- to ask them to make a direct commitment to it by subscribing to an act of acceptance of the assignment.

As such, the Client undertakes (at the request of the Bank) to facilitate the information of the assigned debtors. They also undertake to take all necessary or useful steps to obtain as quickly as possible the execution by the debtor of their obligations and to assist the Bank by all appropriate means to obtain this execution. The Client is jointly and severally liable to the Bank for the payment of the receivables that they assign to it.

The Bank reserves the right to reverse before maturity and without formalities any assigned receivable that would have been made payable in advance, which would be contested or refused acceptance by the assigned debtor or which, more generally, would be affected by an event likely to compromise payment.

The non-payment of the receivable is established when, at the date of its due date, the Bank has not received full settlement:

- either directly from the assigned debtor in the event that the assignment is notified to him;
- or the Client who, in the absence of notification, acted as representative for the Bank.

The Bank reserves the right to transfer the transactions carried out under this Agreement into separate accounts, which will constitute as many chapters of the Client's current account.

The Client undertakes, at the request of the Bank, to inform their usual clientele of the assignment of receivables for the benefit of the Bank. Similarly, the Client agrees to affix on their invoices a statement which will be submitted to the Bank for approval, informing the recipients of the assignment for the benefit of the Bank.

Any costs and accessories of any kind related to the aforementioned assignment operations are the responsibility of the Client. As a consequence, the Bank may ask the assigned debtors, at the Client's expense, all certificates, statements and information.

Assignments can take the form of discount. They may also be made, in full ownership, to the guarantee of the credit operations granted to the Client by the Bank.

Any unpaid transaction on the due date will result in the collection of a commission as a penalty clause of 15% net of the amount of the unpaid transaction, if the situation of the account does not allow the reversal or makes the current account overdrawn by an amount equal to that of the outstanding payment.

Once a claim has been mobilised, the assignor shall refrain from granting assets without the Bank's written consent.

Prior to any mobilisation, the assignor undertakes to inform the Bank of the status of any subcontractors that may have been granted.

19.2. CONDITIONS SPECIFIC TO DISCOUNT ASSIGNMENTS

Discount assignment here means the direct mobilisation of the assigned receivables by registration of the sums corresponding to the credit of the Client’s current account. Any discount assignment is governed by the general terms and conditions of this Agreement and the following special conditions.

The discount credit relates either to the receivables from which the Bank has accepted discount Article 17 paragraph 2 (above) or to all the receivables represented by the assignment forms, it being specified, in this second case, that the Bank may then debit, within three working days from the date of the credit entry and without any other formality, the Client's current account of the nominal value of the receivables which, after examination, it has decided to reject.

The Bank may, at its sole discretion, either credit the Client's current account with the nominal amount of the receivables sold and debit it with the fees and commissions corresponding to the remuneration of the transaction, or credit the current account with the net amount of the transaction.

The Bank may also transfer all or part of the transactions made in this Agreement to a separate account which constitutes only one chapter of the Client's current account.

The Bank may also subordinate discounting transactions to holdback a certain percentage on the nominal amount of the discounted

receivables allocated to the guarantee of the Client's commitments.

The Client is a joint guarantor of the payment of the discounted receivables. In case of non-payment of a receivable at its expiry date and for any reason whatsoever, the Bank shall have the option, without any other formality, either to transfer the amount to the Client's current account, or to enter it in an unpaid account that does not have the legal status of a customer account and not constituting a chapter of the Client's current account. Any unpaid receivable on the date of its maturity will constitute the Client owing interest calculated at the interest owing interest rates applicable to their current account. When the Bank has been fully paid and the legal subrogation has been carried out to the benefit of the Client, the Bank, if the assignment gave rise to notification or the direct commitment referred to in Article 19, shall inform the Client and the assigned debtor to allow them to make any arrangements they deem necessary.

19.3. CONDITIONS SPECIFIC TO ASSIGNMENT OF RECEIVABLES AS A GUARANTEE

Assignments of receivables can also be used as a guarantee of the Client's obligations towards the Bank. These commitments can take the form of an advance or overdraft on the current account, the mobilisation of receivables by note or the financing of public or private contracts. Any assignment of receivables as security is subject to the general conditions of this Agreement and the special conditions.

The receivables transferred are recovered by the Client on behalf of the Bank in accordance with the terms and conditions provided for in this Agreement. These receivables are allocated to the amortisation of the commitments in return for which their assignment has occurred.

When the Bank grants an advance or a current account overdraft, it may condition this credit facility to assignments of receivables as guarantee at least equal, unless otherwise agreed, to 100% of the credit granted. If the Client intends, at each maturity date, to be entitled to the renewal of the advance or overdraft, they must reconstitute the amount of the agreed assigned receivables.

These receivables will be used to amortise the advance or overdraft. In the absence of the normal settlement of the recovery of receivables from assigned debtors and their allocation to the amortisation of the Bank's credit facility, the Client shall, at the end of these debts, repay the debt resulting from this operation, either by amortising the advance or overdraft to the same extent, or by assigning one or more receivables of the same amount.

It is only after this repayment that the assignment of the receivables due and unpaid by the principal debtor is resolved and that these receivables are re-transferred by right to the Client.

In the event of financing by the Bank of public or private contracts of which the Client is the holder, the debts related to these markets and belonging to the Client are entirely assigned to the Bank as security and whatever the amount of the credits granted to this title. The assignments will relate to the principal, the interest and the accessories which will include in particular any supplements or price increases as a result of increase of work, revision and variation of price, as well as all indemnities due for any reason whatsoever.

It is hereby more generally stated that any receivable assigned as security is not only for the purpose of one of the credits mentioned herein which may be concurrent with it, but also for all the Client's commitments of any

kind whatsoever, including debit balances from current accounts and commitments by signature. If the Client's debts are not due when the debtor settles the receivables, the Bank may, at its sole discretion, decide to keep, as owner, the amounts received until they can be applied to the payment of the debt of the Client, when it becomes due.

In case of mobilisation of receivables by notes (mobilisation of foreign receivables, C.M.C.C.), the receivables that the note mobilises shall be assigned to the guarantee of the payment of the said note. The payments that the Bank must receive under the conditions and sanctions of this Agreement are used to pay the note.

In the event that the settlement of the assigned receivables by their debtor is insufficient, the Bank will demand at its due date the payment of all or part of the mobilisation note. The client will be liable for late payment interest calculated at the rate of debit interest applicable to the current account until full payment of the mobilisation note. It is only after payment of the ticket that the assignment of unpaid receivables will be resolved and these receivables transferred to the Client.

20. ARTICLE 20 - RETENTION OF GUARANTEE ON DAILLY ASSIGNMENTS AND DISCOUNT

The Client authorises the Bank to make a retention on the gross amount of discounts, which will be kept as a commercial pledge in a special account to guarantee the payment of all the bills that have been discounted as well as the reimbursement of any present or future, direct or indirect, commitments of any kind to the Bank for any reason whatsoever and in particular the debit balance of the current account.

Whatever the amount and the nature of the receivables, the period from which they arise, the date of their payment, the Bank shall have the right to apply the guarantee resulting from this Agreement to all or part of the receivables as well as one or more of them.

The effect of this guarantee will cease, but only with regard to new transaction, as from the date of receipt of a notice notified to the Bank by registered letter with acknowledgement of receipt.

This agreement does not constitute a novation, but is in addition to the guarantees from which the bank benefits or will benefit.

The Client acknowledges that the appropriate holdbacks with the Bank are minima that may be revised upwards without notice, depending on the proportion of outstanding payments, or disputes over the assigned debtors, as well as creditworthiness of the drawn or assigned debtors.

21. ARTICLE 21 - ENDORSEMENT ON BEHALF

In the case where the Client has at the Bank a discounting commercial bill authorization and, as part of the operation of this line, the latter is sometimes required to remit to the Bank, for the purposes of discount, unsigned bills of exchange, as well as in classic commercial discount in the case of "Dailly regulations" discount, the Client authorises the Bank to sign on their behalf any bill of exchange that they will give to the discount and which would not include their signature.

These drawdowns will be considered to have been made on behalf of the Client, in accordance with article L 511-2 of the French Commercial Code. The Client expressly acknowledges being validly engaged by all commercial bills, which will therefore be drawn on their behalf by the Bank.

22. ARTICLE 22 - REMINDER

The Client agrees to abstain from any drawdown before having made the discounts with the Bank and especially before having noted the credit in the account of the said discounts.

In the event that the discounts are made at the last moment to cover the transactions presented to the debit account without the services having the material time to carry out the usual checks, the discounts may not

be taken into consideration to settle such transactions.

The Bank reserves the right to review and assess the status, solvency of the assigned drawdowns or receivables and to determine a maximum amount outstanding on each of them.

Overruns, which may exceptionally be tolerated in order to allow the payment of cheques imperfectly provisioned but countersigned by the Judicial Administrator will be prohibited as from the end of the observation period.

Banque Delubac & Cie, a limited partnership with capital of €11,695,776, registered in the Aubenas trade and companies register under number 305 776 890, whose head office is located at :

16, Place Saléon Terras 07160 - Le Cheylard - France,
Insurance broker registered in the ORIAS

APPENDIX 1

GENERAL INFORMATION ON THE PROTECTION OF DEPOSITS	
The protection of deposits made with Banque Delubac & Cie is ensured by:	Fonds de garantie des dépôts et de résolution (FGDR)
Ceiling of the protection	€100,000 per depositor and per credit institution [(1)]
If you have several accounts in the same credit institution:	All your deposits registered in your account opened in the same credit institution falling 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 [or currency] [(1)]
If you have a joint account with one or more other persons:	The ceiling of €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 them[(2)]
Other special cases	See note [(2)]
Compensation period in case of default of the credit institution:	Seven working days [(3)]
Currency of compensation:	Euros
Correspondent:	Fonds de garantie des dépôts et de résolution (FGDR) 65 rue de la Victoire – 75009 Paris - France Tel: +33 (0)1 58 18 38 08 e-mail: contact@garantiedesdepots.fr
To find out more:	Refer to the FGDR website: https://www.garantiedesdepots.fr
Acknowledgement of receipt by the applicant:	See note [(5)]

Additional information:

(1) General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are compensated by a deposit guarantee scheme. The allowance is capped at €100,000 per person and per credit institution. This means that all accounts payable with the same credit institution are added up to determine the amount eligible for the guarantee (subject to the application of the legal or contractual provisions relating to compensation with its accounts receivable). The compensation ceiling is applied to this total. Deposits and persons eligible for this guarantee are mentioned in Article L. 312-4-1 of the French Monetary and Financial Code (for more details on this point, see the FGDR website).

For example, if a Client has an eligible savings account (excluding Livret A, Livret de Développement Durable and Livret d'Epargne) with a balance of €90,000 and a current account with a balance of €20,000, compensation will be capped at €100,000.

This method also applies when a credit institution operates under several commercial brands. This means that all the deposits of the same person accepted under these commercial brands receives a maximum compensation of €100,000.

(2) Main special cases

The joint accounts are distributed equally among the co-holders, unless otherwise provided by contract. Everyone's share is added to their own accounts or deposits and this total benefits from the guarantee up to €100,000.

Accounts in which at least two persons have rights as an undivided co-holder, partner in a company, member of an association or similar group, not being qualified as a legal person, are grouped together and treated as having been made by a single depositor separate from the co-holders or partners. Accounts belonging to an Entrepreneur Individuel à Responsabilité Limité (EIRL), opened to allocate the assets and bank deposits of their professional activity, are grouped and treated as having being made by a single depositor separate from the other accounts of this person.

The sums recorded on the Livret A, the Livrets de Développement Durable (LDD) and the Livret d'Épargne Populaire (LEP) are guaranteed independently of the cumulated ceiling of €100 000 applicable to other accounts. This guarantee covers the sums deposited on all of these savings accounts for the same holder as well as the interests related to these sums up to a limit of €100,000 (for more details, consult the FGDR website). For example, if a Client holds a Livret A and a LDD with a total balance of €30,000 and a current account with a balance of €90,000, they will be compensated on the one hand for €30,000 for their savings accounts and, on the other hand, 90 000 € for their current account.

Certain deposits of an exceptional nature (sum resulting from a property transaction carried out on a property belonging to the depositor, sum constituting the capital repair of a damage suffered by the depositor, sum constituting the capital payment of a benefit retirement or inheritance) benefit from an increase in the guarantee beyond €100,000, for a limited period of time following their collection (for details on this point, consult the FGDR website).

(3) Compensation

The Fonds de garantie des dépôts et de resolution (FGDR) makes the compensation available to the depositors and beneficiaries of the guarantee, for deposits covered by it, seven working days from the date on which the Autorité de Contrôle Prudentiel et de Résolution establishes the unavailability of the deposits of the adhering institution pursuant to the first paragraph of I of Article L. 312-5 of the French Monetary and Financial Code. This seven-working-day period will be applicable from 1 June 2016; until that date, this period shall be twenty working days.

This period concerns compensation that does not imply any special treatment or additional information necessary to determine the amount of compensation or the identification of the applicant. If special treatment or additional information is required, compensation shall be paid as soon as possible.

The deposit is made, at the discretion of the Fonds de garantie des dépôts et de résolution:

- either by sending a letter-cheque by registered mail with acknowledgement of receipt,
- or by putting online the necessary information on a secure internet space, specifically opened for this purpose by the Fund and accessible from its official website (see below), to enable the beneficiary to make known the new bank account on which they wish the compensation to be paid to them by bank transfer.

(4) Other important information:

The general principle is that all Clients, whether individuals or companies, whether their accounts are open for personal or professional purposes, are covered by the FGDR. Exceptions applicable to certain deposits or certain products are indicated on the FGDR website.

Your credit institution will inform you on request if its products are guaranteed or not. If a deposit is guaranteed, the credit institution also confirms it on the account statement sent periodically and at least once a year.

(5) Acknowledgement of receipt:

Where this form is attached or incorporated into the general terms and conditions or the special conditions of the draft contract or agreement, it shall be acknowledged upon signature of the agreement.

There is no acknowledgement of receipt for the annual dispatch of the form after the conclusion of the contract or the agreement.

APPENDIX 2

As a credit institution subject to bank secrecy, Banque Delubac & Cie (hereinafter referred to as the "Bank") ensures the confidentiality of the information communicated to it.

Therefore, as part of our relationship, your personal data is given special attention during processing.

This personal data protection policy describes the commitments implemented by our institution, as data controller, to ensure the protection of your personal data.
The purpose of this document is also to inform you of how your personal data is collected and used throughout your relationship with our institution.

This policy applies uniformly to all products and services we offer and concerns any natural person in connection with the Bank (Client, prospect, legal representative or beneficial owner of a legal person, etc.), in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR").

ARTICLE 1 - WHAT PERSONAL DATA IS PROCESSED?

The Bank ensures to collect only the personal data strictly necessary for the purpose for which it is processed.

All personal data is mainly obtained directly from you (in the branch, by telephone, postal or electronic mail, Internet, etc.). However, the Bank may have to process data obtained from third parties such as the Banque de France when consulting the National Register of Repayment Incidents for Personal Loans (FICP) or the Central File of Cheques (FCC), in order to meet its regulatory obligations or, with your consent, in connection with the use of certain services.

The various categories of personal data that the Bank usually processes in the context of its banking activity and in accordance with its regulatory obligations include the following:

- Identification and contact details: first name, last name, place and date of birth, number of identity card and/or passport, postal and electronic address, telephone number as well as any useful information when subscribing a product or service;
- Data relating to your family situation: matrimonial regime, composition of the home, marital status, etc.;
- Data relating to your employment and tax situation: employment, remuneration, country of tax residence, tax identification number etc.;
- Banking and financial data: loans in progress, valuation of real estate or other assets including financial, knowledge of financial products, investment objectives, bank details, transaction data (transfers, payments, credit card number, withdrawals and deposits, etc.);
- Identification and authentication data relating to the use of the services: history of connection to the Bank website (IP address, cookies, etc.);
- Data from your exchanges with the Bank: telephone calls, e-mails, images of CCTV in agency, etc.;
- Data necessary to comply with the

regulations in force.

ARTICLE 2 - FOR WHAT PURPOSES IS YOUR PERSONAL DATA USED?

The purpose of processing is defined as the objective pursued; the need it meets for the Bank. The processing carried out has an explicit, legitimate and definite purpose, which is based on the proposal, the implementation or execution of a contract, compliance with a legal or regulatory obligation, commercial prospection or the protection of property and persons.

Therefore, your personal data is processed for the following purposes:

- At the time of proposal, setting up and execution a product or service to:
  - advise you and accompany you in the steps of the subscription process;
  - provide you with the subscribed products;
  - manage your products and services and process your requests as part of their use;
  - update the Client's knowledge regarding the products and services subscribed;
  - monitor your exchanges with the Bank (including the recording of certain telephone conversations, subject to prior notification);
  - collect or assign receivables and manage payment incidents;
- For the purposes of commercial prospection, commercial animation and advertising campaigns, and in particular:
  - marketing operations;
  - analysis of the use of products and services, with a view to improving the products and services marketed by the Bank.
- For the protection of property and persons:
  - remote monitoring or video surveillance device in bank branches and ATMs.
- To meet the legal and regulatory obligations to which the Bank is subject:
  - fight against money laundering and the financing of terrorism, fight against fraud, operational risk management, determination of the tax status of Clients, etc..;
  - exercise your rights;
  - response to requests made by all competent authorities (supervisory authorities such as the ACPR or the AMF, courts or any other authorised public authority).

ARTICLE 3 – WHO ARE THE RECIPIENTS OF YOUR PERSONAL DATA?

The Client is informed that their personal data may be transmitted to the following recipients:

- any entity of the Banque Delubac & Cie Group, for purposes of commercial prospection or conclusion of other contracts or in the event of pooling of resources or groupings of companies. The list of entities of the Banque Delubac & Cie Group that may benefit from data concerning you may be provided to you on request;
- the bank's subcontractors or partners participating notably in the management of the banking or financial products or services it proposes, and for the sole purpose of carrying out work related to these activities;
- the Mediator of the Bank;
- creditworthiness verification or fraud prevention organisations for the purpose of verifying your identity with regard to the data collected;
- authorised administrative, supervisory and judicial authorities (supervisory authorities such as the ACPR or the AMF, competent courts, etc.);
- recipients of money transfers and payment service providers for the purpose of combating money laundering and the financing of terrorism;
- any recipient who requests data necessary to identify you and contact you if the purpose of this data transmission is to safeguard your vital interests or those of another natural person and within the limits of the data strictly necessary to achieve this purpose.

Your personal data will not be transferred for purposes other than those described above, unless express agreement on your part, which can be withdrawn at any time.

ARTICLE 4 - WHAT ARE THE SECURITY MEASURES GUARANTEEING THE PROTECTION OF YOUR PERSONAL DATA?

The protection of your data is subject to organisational, technical and physical security measures within the Bank in order to preserve its integrity, confidentiality, availability and resilience. The Bank endeavours to protect personal data, taking into account its sensitivity and the purpose of its processing.

Your data is stored in information systems that meet high security criteria and access is restricted to authorised persons only. In this respect, the Bank ensures that all of its employees and all persons involved in the processing of data on its behalf comply with the protection measures and the confidentiality of the data processed.

ARTICLE 5 – HOW LONG IS THE STORAGE PERIOD OF YOUR PERSONAL DATA?

Your personal data is kept for the duration necessary for the purpose of its processing, under the conditions and limits provided by the regulations in force. At the end of the retention period, the personal data concerned shall be deleted.

As an exception, your personal data may be archived to manage ongoing claims and litigation in

and to respond to the authorities empowered to make the request.

In addition, certain personal data may be stored and made anonymous for statistical analysis purposes.

The main retention periods for personal data are as follows:

- from the end of the commercial relationship: your personal data may be kept for a period of ten (10) years (except special regulations that provide for a specific deadline);

- in the event of a dormant account within the meaning of the law 2014-617 of 13 June 2014 (Eckert law): your data is stored in accordance with the provisions of the aforementioned text;
- in the event of succession: personal data is kept for a period of ten years from the closing of the file;
- accounting information: this data is kept for a period of ten years in accordance with the provisions of Article L.123-22 of the French Commercial Code;
- recordings of telephone conversations: storage of data for a period of five years from their recording;
- videoprotection image recordings: storage of data for a period of thirty days.

ARTICLE 6 – HOW IS YOUR DATA PROCESSED OUTSIDE THE EUROPEAN UNION?

The processing mentioned above may involve transfers of personal data to countries outside the European Union, whose personal data protection legislation differs from that of the European Union (for example in the case of subcontractors or partners domiciled outside the European Union).

In this case, the Bank makes the necessary arrangements with its subcontractors and partners in order to guarantee an appropriate level of protection for your data and in accordance with the regulations in force at the time of its transfer. In this respect, the Bank implements all appropriate contractual, technical, organisational and physical measures to ensure the security of your personal data.

Your data may also be communicated to the official bodies and the authorised administrative and judicial authorities of the countries concerned, particularly in the fight against money laundering and the financing of terrorism, the fight against fraud and the determination of tax status.

ARTICLE 7 – WHAT ARE YOUR RIGHTS AND HOW TO EXERCISE THEM?

In accordance with the regulations in force, you have a right of access, rectification, erasure, limitation of the processing, and a portability right for your data. These rights may be exercised under the conditions and within the limits of the regulations in force.

You may also at any time and free of charge, without having to justify your request, object to the use of this data for commercial prospecting purposes. In the case of processing based on your express consent, withdrawal of consent shall not affect the lawfulness of consent-based processing prior to withdrawal.

How to contact us?

Identity and contact details of the Data Controller

The Data Controller is Banque Delubac & Cie, 16 place Saléon Terras, 07160 Le Cheylard - France.

Contact details of the Data Protection Officer

The Bank has appointed a Data Protection Officer whose contact details are:

- Postal address: Délégué à la Protection des Données
  – 16 Place Saléon Terras 07160 –
  Le Cheylard - France
- E-mail address: dpo@delubac.fr

All requests must be accompanied by a photocopy of proof of identity, otherwise it will not be processed. An answer will then be given to you within one month of the receipt of your duly documented request. This period may be extended by two months in the case of a complex request or a large number of pending requests. The Bank will then notify you within one month of receiving your request.

The Bank will do its best to answer all your questions about the processing of your personal data. You have the right to lodge a claim with the CNIL in accordance with the procedures indicated on its website (www.cnil.fr).

ARTICLE 8 - MODIFICATION OF THE DATA PROTECTION POLICY

The Bank may make changes to this personal data protection policy, in particular as a result of regulatory or technological changes or changes in the purpose of processing. In case of modification of this policy, the Bank will inform you through its website or by any other means.