



Crédit Mutuel
ARKEA

Banking General Terms and Conditions

July 1, 2019

General Terms and Conditions

Effective from July 1, 2019

Your account agreement consists of:

- these Banking General Terms and Conditions, which constitute pre-contractual information
- the Pricing Terms and Conditions contained in a separate document and which are also available on our website; and
- the Special Terms and Conditions
- any amendments.

This agreement is entered into for an indefinite term. Since each of its contractual elements is subject to change, the provisions applied are those in force at the time the transaction is completed. It shall be governed by French law. Any disputes shall be referred to courts with jurisdiction over the place in which we are registered.

INFORMATION: this document is a translation of the original document redacted in French "Conditions Générales de Banque", available on our website. In case of contradiction between the original French version and the English translation, the original French version shall prevail.

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Your account

OPENING YOUR ACCOUNT

To be able to open an account, we need:

- evidence of registration with the various business registers and directories;
- a copy of the up-to-date articles of association, certified as a true copy and dated by the manager;
- the publication in the Official Journal of your pre-authorisation to carry on business or approval from a supervisory authority if you are subject to such formalities;
- valid proof of identity and authority (such as an extract from the minutes of a certified true copy of a general shareholders' meeting) for any person authorised to operate the account, together with each person's signature;
- proof of address issued within the previous three months;
- balance sheets and profit and loss accounts for the last three years;
- the published annual financial statements if you are subject to this formality;
- tax returns for the last three years, an electronic copy of which will be retained by us.

NB:

If you are resident for tax purposes outside France, we will ask you to send us proof of your tax residence.

We may request additional documents from you at any time, including in relation to specific transactions.

Failure to provide this information could prevent our relationship from continuing.

To enable us to contact you, you provide us with the contact details at which we can reach you.

Our letters shall be validly sent if sent to your last known address.

If any change is made to these contact details or your situation, you must send us the corresponding supporting documents.

Your account must be used exclusively for business purposes.

All transactions carried out using your account generate a single balance. If you open several accounts, each one remains separate from the others. A non-payment charge for lack of funds*, for which you are responsible, may therefore be debited from an account even though another account is a credit. To generate a single balance, you will need to sign an account merger agreement.

** If your account balance is insufficient to allow a transfer, direct debit or cheque that you have issued to be debited, the requested payment will be rejected.*

However, you grant us the option of setting off balances between accounts: we may take the initiative of partially or totally offsetting the debit balance of one of your accounts by debiting the credit balance of another account or savings account. This transfer is made in your interest and if the debited account has a cheque book associated with it, we will inform you before carrying it out.

If this offsetting is carried out in respect of a foreign currency account, the amount will be converted into euros.

The amounts you owe to us under our relationship will be debited from your account.

If you are resident in France and do not have an account because your application to open an account was rejected, **you can ask the Banque de France** to appoint a bank to open an account for you.

The appointed bank will provide you free of charge with all products and services included in the basic banking service (detailed in the Pricing Terms and Conditions).

IF YOU APPOINT A PROXY

Your proxy undertakes to comply with the provisions of these Banking General Terms and Conditions.

PLEASE NOTE

Appointing a proxy is a significant act because the proxy has full authority (unless you set limits in the proxy appointment) and you are fully responsible for all the transactions that he/she carries out as proxy. He/she also has access to your account history while he/she is proxy.

You may appoint and revoke, in writing, one or more proxies, whom we remain free to accept or reject. If the complexity of the mandate you wish to grant is incompatible with our management constraints, we will be forced to reject it. We may require the proxy appointment to be notarised.

Your proxy, who undertakes to act solely in your interests, will be authorised to carry out any transaction involving your account but will only be able to open or close any of your accounts with your consent.

We may, however, ask you to confirm some of his/her instructions before executing them.

You can terminate the proxy's mandate at any time, and the mandate will necessarily be terminated in the following scenarios:

- it is terminated by your proxy;
- incapacity or death (of the proxy or the principal);
- it is terminated by a court;
- the company is wound up or enters insolvency proceedings.

We may also take the decision to terminate it.

In all scenarios, all means of payment in the possession of your proxy must be returned to us.

You shall remain unreservedly bound by the transactions ordered by your proxy until we are notified that the mandate has been terminated.

ACCOUNT TRANSACTIONS

Your payment transactions may only be debited if your account has a sufficient available balance.

A transaction is only credited to your account on a provisional basis. If the corresponding funds are not ultimately received, your account will be debited by the same amount.

Your account transactions may be rectified, particularly in the event of an error. **Your account balance may become totally or partially unavailable pursuant to laws or regulations** (e.g. asset freezes, seizures, third-party debtor notices, administrative third-party attachment orders, requisitions, etc.) and render it impossible to carry out certain transactions.

YOUR ORDERS

We take the utmost care in executing your orders.

We shall only be liable for direct losses where we are at fault, and not those resulting from the fault of a third party, the communication methods you use, or in the event of force majeure.

INFORMATION ON YOUR ACCOUNT TRANSACTIONS

You will be notified of your account transactions via a transaction statement. This statement is sent to you or made available to you at least once a month provided that at least one transaction has been recorded since the date of the previous statement. If you request a statement to be issued at one of our ATMs, we will delay sending or making your next statement available.

You must check the transactions recorded on the statement and keep your statements. If, despite our efforts, you notice an anomaly, we ask that you notify us as soon as possible. Subject to legal exceptions (see p.8), the period for disputing transactions is two months.

Beyond that, you are presumed to have accepted transactions, unless you provide evidence to the contrary. You must therefore inform us of any difficulty in accessing your documents.

You may receive your account statements in electronic form and benefit from them being stored in an electronic safe for 10 years. For more information, please refer to the "Remote banking" section of this document. We recommend that you keep a copy of your statements, particularly before you delete access to remote banking services.

You can access the latest versions of the Banking and Pricing Terms and Conditions on our website free of charge, without any subscription being required. If you so request, we can also send them to you free of charge by post.

You will be informed in writing (electronically or by letter) before any changes are made to the new versions thereof or changes are made to the features offered by a service, or a service is removed, within a reasonable period of at least 1 month before such changes become effective.

You will then have the choice between accepting these changes or rejecting them. If you accept them, you will have nothing to do: your silence will constitute acceptance. If you choose to reject them and close your account or the relevant service free of charge, you will need to inform us before the date on which these changes take effect.

If, once informed of this proposed change, you are unable to find further details about it, we ask that you notify us as soon as possible. Otherwise, you may not rely on this communication failure.

NB:

Changes in VAT, interest and exchange rates take effect immediately without prior notice.

YOUR TRANSACTIONS IN FOREIGN CURRENCIES

Before you can open a foreign currency account, you must hold an account in euros.

If a transaction on your account is denominated in a currency other than your account currency, it will automatically be converted into euros.

Please note that any conversion of your payment transactions, in particular, gives rise to a currency risk borne by you. This risk is generated by the conversion date, i.e. whether it is chosen by you or is based on technical execution times.

Chequebooks and cards cannot be issued for a foreign currency account. When the account is closed, your account balance will be converted if necessary, so that it may be transferred to another of your accounts.

HOW TO USE YOUR ACCOUNT

CREDITING YOUR ACCOUNT

Depositing cheques

When depositing a cheque, you must sign it on the back. Otherwise, you authorise us to endorse it for you in order to credit it to your account. We will then write "For the account" followed by your name, on the reverse of the cheque.

NB: In order to protect you against fraud, if we have any doubt as to the regularity of the cheque you deposit with us, there may be a period of time during which the amount is unavailable. We may also be required to request instructions from the payor's bank. When this cheque is able to be credited to your account, the date will be the date on which you deposited the cheque.

Your account is credited but in the event of payment default, even where delayed, it will be automatically debited.

PLEASE NOTE

If there is a difference between the amount you declare at the time you deposit a cheque and the amount we find, we will contact you in order to give you the opportunity of providing us with evidence to the contrary.

Transfers

You may receive bank transfers*

**Bank transfers are transfers of money from one account to another.*

NB: Remember to notify your payors if your bank details change.

Card

If you have signed an "acceptance agreement", you may receive card payments from your customers.

Direct debit

You may credit your account by direct debit. This payment service requires you to enter into a mandate. It may only be used for euro transactions between two accounts in the EEA*, Switzerland, Monaco, San Marino, Jersey, Guernsey and the Isle of Man.

As at 1 January 2019, the European Economic Area comprises the 28 Member States of the European Union (Austria, Belgium, Bulgaria, Cyprus, Croatia, the Czech Republic, Denmark, Spain, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, the United Kingdom, Slovakia, Slovenia and Sweden) plus Liechtenstein, Iceland and Norway.

To set up a direct debit mandate, you must:

- Provide you with a SEPA Creditor Identifier (SCI);
- obtain IBAN-BIC (International Bank Account Number - Bank Identifier Code) details from your payors;
- give each mandate a unique reference;
- reproduce, in your mandate, the mandatory data and information required by the European Payments Council. You are reminded that you may not provide erroneous information on the mandate, in particular information on the impossibility of your payor revoking the mandate, or make commitments on our or the payor's bank's behalf, unless you obtain our consent;

- state in the mandate your name or business name that will appear in direct debit orders and will be included in the information returned to your payor;
- and arrange for your payor to complete and/or check and sign the direct debit mandate.

For direct debits to be used correctly:

- direct debit orders must only be issued after you have received the signed mandate from your payor authorising you to request that his/her/its bank account be debited and after informing him/her/it of the unique reference corresponding to this mandate;
- direct debit orders must not be issued to us until the above obligations are complied with;
- only one direct debit must be issued in respect of a one-off mandate;
- you must notify your payor of any direct debit at least 14 calendar days (unless you agree a different period) before its due date and using any means: invoice, notice, payment schedule, etc.;
- you must comply with the submission deadlines we have agreed so that we can effect and transmit your instructions on time;
- you must comply with the deadlines for submitting the direct debit;
- you must insert any change to the mandate information received from the payor or made by you into the direct debit orders, e.g. changes to the company's legal name or trading name; in this case, you must contact us so that we may consider the consequences of such a change.

NB:

Don't forget to provide your payors with contact information so that they may amend or revoke their mandate or make a complaint.

Upon termination of the mandate, you undertake to:

- override transmission of the direct debit order at the payer's request or issue an instruction with a view to recalling or requesting the cancellation of the original direct debit order;
- cease issuing any direct debit orders.

PLEASE NOTE

A mandate that has not been subject of a direct debit order for more than 36 months is deemed terminated.

You accept:

- any rejected direct debits presented to us by the payor's bank prior to payment;
- any direct debit reversals presented to us by the payor's bank within five banking business days of payment and the deduction of the relevant amounts from your account;
- any direct debit reversals presented to us by the payor's bank with a request for repayment, within eight weeks (+ 2 bank business days) of the debit and the deduction of the relevant amounts from your account;
- any direct debit reversals beyond a period of eight weeks and for a period of 13 months following the date on which the payor's account is debited (+ 30 calendar days maximum for the dispute procedure + 4 interbank days), on the grounds that the transaction was unauthorised.

The mandate must be retained by you in paper or electronic format, based on its term and the archiving rules in force in your country. After it is terminated, the mandate must be retained for the period in which unauthorised or erroneous transactions may be disputed (for 13 months following the date on which the account is debited) plus a period of 30 calendar days (+ 4 business days) during which the payor's bank shall seek proof of consent.

You will make the mandate (or any proof of its existence) available to us and will provide it to us immediately upon request. Failing that, you agree to the requested reversals.

ATTENTION

We do not intervene in any disputes that may arise between you and your payor and it is your responsibility to directly settle such disputes between yourselves.

SEPA Business-To-Business Direct Debit (B2B SDD).

Where your payor is also a business, you may agree to the direct debit taking the form of a B2B SDD. If you issue direct debits in B2B SDD form, you undertake not only to comply with the rules described in respect of direct debits but also to:

- only offer this payment method to business and ensure that your payor is a business;
- ensure that the format of the IBAN (particularly by checking the control key) provided to you is consistent before creating a direct debit order file;
- agree to the reversals presented to us by the payor's bank within two banking business days of payment and the deduction of the relevant amounts from your account;
- respond within seven days to any request for an investigation into an unauthorised or erroneous transaction initiated within 13 months of the date on which the payor's account was debited. If you do not reply within 7 days, you accept the debit.

ATTENTION: Failure to comply with these rules on the operation of direct debits may give rise to various consequences, which may include us refusing to continue offering you this payment procedure.

SEPA interbank payment order

If you have an SCI, you can be paid by your customers by interbank payment order. The order will be attached to the invoice that you send to your customer. At the time the first payment is made, your customer will send you its bank details so that they can be completed on subsequent transactions. By signing each SEPA interbank payment order, your debtor consents to making payment.

The operations described for direct debits also apply to payment by SEPA interbank payment order.

PAYMENTS FROM YOUR ACCOUNT

ATTENTION

We can provide you with a whole range of payment methods. Before you use them, you must ensure that you have a sufficient balance in your account and that the balance remains in your account until the corresponding debits are made.

You are responsible for the safekeeping of your payment methods and codes (see Responsibility regimes on page 8 and 9).

Each time we provide you with a payment method, we will verify your identity.

PLEASE NOTE

To make your payments more secure, we will regularly ask you to provide specific information within your knowledge or possession when validating your payment requests.

Cash withdrawals

ATM withdrawals may be made using your card. If your card is international, it allows you to make withdrawals abroad.

Cheques

Only cheques that we provide to you may be used.

We may, if you wish, send you chequebooks by post, at your cost. We may refuse to provide you with a chequebook. You may re-apply for a chequebook at a later date. Your situation will be reviewed and you may be granted a chequebook if your situation changes.

You may stop a cheque only in the event that the cheque is lost, stolen or used fraudulently or if the payee enters into court-supervised insolvency, receivership or liquidation. Contact us as soon as possible on 02 98 28 42 28 or +33 2 98 28 42 28 from abroad. You must confirm that you are stopping the cheque and the reason therefor in writing before the cheque is submitted for payment. We may have to isolate the amount of the stopped cheque in an escrow account.

In the event that a cheque is stolen or used fraudulently, you must submit a complaint and provide us with a copy on request.

We will inform the Banque de France* of instances of loss or theft, and it will include them in the Central Cheque File.

** You have the right to access and correct your personal information by contacting the Banque de France.*

ATTENTION

If you stop a cheque without good reason, you risk criminal sanctions.

Issuing a cheque

Issuing a cheque requires the necessary funds to be available until it is cashed or until it expires.

To calculate this amount, you must take account of payments you have made but that have not yet been debited from your account.

NOTE: validity period of cheques as at 1 January 2019

- Cheques issued and payable in mainland France are valid for 1 year and 8 days.
- Cheques issued outside mainland France but in Europe or in a country bordering the Mediterranean Sea, but payable in mainland France are valid for 1 year and 20 days.
- Cheques issued outside mainland France and Europe but

payable in mainland France are valid for 1 year and 70 days.

In the event that no funds or insufficient funds are available, payment of the cheque will be refused. We will have to report the incident to the Banque de France*, and you will be prohibited from issuing cheques, even if it was your proxy who issued the cheque. This prohibition on issuing cheques will continue to apply until you have paid all cheques that have been refused for insufficient funds, or until the end of a period of 5 years beginning on the most recent refusal. This banking ban on issuing cheques will affect not only this account, but all the account holder's accounts.

** you have the right to access and correct your personal information by contacting the Banque de France.*

PLEASE NOTE

If a cheque is drawn on your closed account, payment will be refused unless provision has been made for the amount of the cheque. All consequences of the cheque being rejected will apply.

Before the cheque is rejected, we will inform you of the consequences of the insufficiency of funds by post, or by any other means you request.

We may ask you to return any unused cheques to us when converting your account, or for other reasons that we will provide. Cheques must be returned to us when your account is closed.

Card

Your business card may be issued in your name or in the name of a proxy for your account or in the name of one of your employees. You must then inform your proxy or employee that, as a cardholder, they must comply with the provisions below that apply to all cardholders. You must ensure that they comply with these provisions.

Your business card allows you to make withdrawals, payments or both. The provisions below apply to each card within the limits of its functionalities.

Your business account will be debited by the amount of any withdrawals as soon as they are executed and by payments:

- as soon as they are executed using a debit card;
- on a deferred date if you choose a credit card.

By way of exception, if you request a "cardholder debit" card, the debited account is not the business account but the cardholder's account.

All of our payment cards bear two different logos. You can choose a card with the CB and Visa, CB and Mastercard or CB and Maestro logos.

Each logo allows you to use that specific payment system. When making a payment or withdrawal using your payment card, you may choose which system to use by selecting the relevant logo.

ATTENTION

Make sure that the card's logo, type and payment method (for example contactless payment) are accepted by the place where you want to use it.

Issuing your card

You or your proxy may request a card, which remains our property. In the event that your request is refused, we may provide you with the reasons for our decision.

Your card is personal and only its holder, named on the card, is allowed to use it. **It must be used exclusively for business purposes.**

You must sign it and must never:

- lend it or dispose of it;
- make any alteration whatsoever that may prevent it, the payment terminal or a payment or withdrawal ATM from functioning properly.

Use of your card

You may use your withdrawal card to withdraw cash at an ATM or at an institution that displays any of the logos on your card.

If your card is a payment card, you may also:

- pay in person or remotely if one of the logos of your card is offered by the payment beneficiary, i.e. the merchant or service provider;
- pre-authorise a payment;
- transfer funds (such as loading or re-loading a digital wallet) or make payments (gifts or donations);
- have a payment reimbursed;
- receive funds transfers (except on prepaid cards) from certain business;
- obtain quasi-cash (casino chips, horse racing stakes and foreign currencies) in return for an immediate withdrawal from your account.

NB:

If the authorisation limit (included in your Special Terms and Conditions) is reached, the transaction may be refused.

NOTE: Do not use EPTs or ATMs if you are told that they are not working properly.

If payments you make by card are deferred, there are certain situations (payment incidents or account operation incident (seizure, etc.), aggregate payments exceeding the limits, withdrawal of your card, incapacity, death, account closure, court-supervised liquidation or receivership of the company) in which your payments may need to be debited immediately. You will be informed thereof by any means.

Your foreign currency transactions are recorded in the account by applying the exchange rates and conditions of the system that processes such transactions.

Even if the card is issued in the name of your proxy or employee, you are liable for all the financial consequences associated with use of the card, until it is returned.

Your PIN

Like your card, its PIN code is personal to you. You should keep it confidential and enter it discreetly. You should NEVER share it or write it on your card or on any other document.

If you enter an incorrect code three times in a row, your card will be blocked or even seized.

ATTENTION: You are responsible for the safekeeping of your card, its data and your PIN.

How can you protect yourself against fraud?

We recommend 3 free services:

- GEO-BLOCKING AND GEO-ALERTS

To verify face-to-face payments and withdrawals outside Europe that are not chip-protected, there are two situations and two possibilities:

- If you're travelling The SMS alert service allows you to be notified whenever your card is used.
- If you're not travelling We ask you to activate this service in order to prevent such payments and withdrawals.

You can activate or deactivate these options by calling 02 98 28 42 28, 7 days a week, 24 hours a day.

ATTENTION: Your online payments will not be protected by this service, regardless of the location of the website on which the payment is made.

- ONLINE PROTECTION

It allows you to **block** your card data (number, cryptogram) being used to

make payments on websites. This service is set by default. You can deactivate or reactivate it at any time on our website cmb.fr

Of course, payments by telephone or on hard copy forms, the hotel and rail sectors, EuropAssistance France and FreeMobile (list valid as of 1 January 2019) are not blocked by this service.

- VIRTUALIS

This service allows you to make payments remotely by **creating a single-use virtual payment card** that acts as a substitute for your card. This service is set by default and is accessible via our website cmb.fr.

Transfers

You can issue transfers, i.e. transfer, on your own initiative, sums of money to another account you hold or to a payee.

These transfers may be instant, occasional, deferred or take the form of standing orders. Where they are in the form of standing orders, their amount remains unchanged.

In order to execute a payment order in the EEA*, Switzerland, Monaco, San Marino, Jersey, Guernsey or the Isle of Man, you must provide us with the International Bank Account Number (IBAN) of the payee of your transfer.

**As at 1 January 2019, the European Economic Area comprises the 28 Member States of the European Union (Austria, Belgium, Bulgaria, Cyprus, Croatia, the Czech Republic, Denmark, Spain, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden and the United Kingdom) plus Liechtenstein, Iceland and Norway.*

Direct debit

By signing a direct debit mandate, you authorise a payee to order us to debit your account. To be able to initiate payments, your creditor must have your correct bank details. They are set out on the mandate that you sign and give to the creditor. You can use direct debit for your euro payments between two accounts in the EEA*, Switzerland, Monaco, San Marino, Jersey, Guernsey and the Isle of Man.

If your mandate covers more than one instalment, they may be for different amounts.

You may give us specific instructions such as limiting their payment to a certain amount, a certain frequency or both, blocking any direct debit from your account or based on the identity of the payee of the mandate, or allowing only direct debits initiated by a specific payee.

If no payment orders are issued for a period of 36 months, your mandate will lapse.

NB:

If your bank details change, you must send your new details to your payee.

Inter-company direct debits (B2B SDD)

As a business customer, you can also pay a business creditor by B2B SDD.

In such circumstances, you must:

- provide your payee with your IBAN and BIC and inform them of any changes by providing them with your new bank details;
- provide us with a copy of the signed direct debit mandate, and any subsequent changes thereto (e.g. its expiry) or evidence of it being terminated (we shall not be liable for improper execution resulting from a lack of information);
- sign the mandate registration form;
- check that the terms of the mandate are correct on receiving the pre-notification informing you of the amount and the payment dates of the direct debit(s);

- send us confirmation that the information included on the mandate for the first direct debit is correct;
- ensure that the necessary funds are in your account when payment(s) under the direct debit(s) fall due;
- not dispute an authorised transaction (you may not ask us to reimburse a transaction once you have authorised it);
- directly and immediately contact your payee in the event of a disagreement, so that he or she may override the transmission of the order or issue instructions to revoke your mandate. If your payee refuses this request or is too late to take any action, you may stop the direct debit before the interbank payment is made or subsequently dispute the direct debit within a period of 13 months (from the date the amount is debited) provided that it is unauthorised or incorrect;
- settle any dispute relating to the agreement directly with your payee.

BEFORE EXECUTION OF A PAYMENT TRANSACTION

Caps are placed on your payments by bank transfer and card. These are configured by default and can be reviewed at your request and with our agreement.

STOPPING PAYMENTS

When you make a payment by direct debit or bank transfer, you may **stop** the payment of one or more instalments on a one-off basis or definitively stop all future payments. Payments must be stopped:

- for immediate payments: before we receive your order.
- for the execution of a deferred payment: the day before the business day agreed for its payment.

You must ask us to immediately stop your card in the event that your card or the data associated with your card is lost, stolen, misappropriated or used without your authorisation, or in the event that court-supervised receivership or liquidation proceedings are brought against the payee.

A request to stop a payment may be made 24/7 by calling 02 98 28 42 28 (+33 2 98 28 42 28 from outside France) or via our website.

PLEASE NOTE:

As a preventive measure, we advise you to use our free fraud protection services (see p 6).

BLOCKING ACCESS

You may ask us to **block your means of accessing our remote payment services**, by calling 09.69.36.02.20. (cost of a local call from a landline, excluding any additional cost charged by your operator), or by calling the bank during its opening hours on 01.41.97.80.83.

We may block your card or your means of accessing our remote payment services where we have good reason to do so (security, risk of fraud or inability to pay). We can therefore ask you to return your card to us. We will inform you of the reason for blocking your means of access using any method, if possible before the blocking is implemented; otherwise, you will be informed immediately afterwards. When the grounds for blocking your means of access are no longer applicable, they will be unblocked.

We may refuse to execute a payment order. In such circumstances, we will notify you by any means and, save where we are subject to a legal restriction, we will inform you of the grounds (e.g. no available funds, your account is blocked or insufficient information given to execute the payment order). A rejected payment order shall be deemed not to have been received.

TIME OF RECEIPT OF THE PAYMENT ORDER

The payment order is deemed to have been received when it actually reaches us and not when it is issued. It may be sent to us in hard copy format, by the payee's bank or by a service provider, or by you issuing it using remote banking service, via ATMs or by you signing it at a local bank. The payment order is then irrevocable and this moment constitutes the starting point for calculating the transaction's execution time*.

** Period between the time of receipt of the payment order and the time the amount of the transaction is credited to the payee's account at the financial institution.*

You may, however, withdraw your consent to the execution of one or more future transactions (e.g. for an online subscription) by the day preceding the date set for payment.

NB:

Your transfer is irrevocable. Funds transferred by bank transfer may, however, be returned to you if your payee (at the request of his/her bank) consents thereto and if your request is made within 13 months.

When the order is received after the cut-off time set out in the Pricing Terms and Conditions or the order is not received on a business day*, the payment order is deemed to have been received on the next business day.

**Day on which interbank exchanges may be executed.*

The maximum execution time for an order, excluding cheques and bills of exchange (to the extent executed in the European Union*):

- in euros, from an account in euros, is 1 business day + 1 additional business day if the order is issued in hard copy;
- in any another currency, may be up to 4 business days;
- where the order requires amounts to be converted between two currencies (including the euro), may be up to 4 business days.

** As at 1 January 2019, the European Union comprises Austria, Belgium, Bulgaria, Cyprus, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.*

The Value Date applied to your transactions in euros or any other currency will not be before the amount is debited or after your account is effectively credited (excluding in respect of cheques and savings accounts).

AFTER THE EXECUTION OF A PAYMENT TRANSACTION

After a payment transaction has been **debited from your account** (except as a result of transactions by cheque), **you can contest the transaction** as follows:

FOR AN AUTHORISED TRANSACTION (payments by card or direct debit (other than intercompany payments) may be contested where they are carried out between two financial institutions located within the EEA.)		
The period for disputing the transaction, beginning from the time funds are debited, failing which any claim shall be time-barred	8 weeks.	
Conditions for contesting a transaction	CARD That the amount was not known at the time authorisation was given and the amount debited exceeds the amount that you could reasonably have expected to be debited.	DIRECT DEBIT No conditions.
Procedure for making a claim	On written request	
Reimbursement	We may ask you to provide us with factual evidence supporting your request for reimbursement. Within 10 working days of your request for reimbursement, we will either reimburse you, or we will provide reasons for refusing to reimburse you.	Important: we are responsible for determining whether your request is well-founded and you alone will bear the consequences of the reimbursement.
FOR AN UNAUTHORISED TRANSACTION (by card, by bank transfer or by direct debit, including between companies) OR AN IMPROPERLY EXECUTED BANK TRANSFER (error in respect of the amount, the payee's account or execution date)		
The period for disputing the transaction, beginning from the time funds are debited, failing which any claim shall be time-barred	Immediately and within 13 months. or within three months for payments made using a payment instrument with personalised security credentials. *	
Conditions for contesting a transaction	You have not given your consent to the transaction as executed.	
Procedure for making a claim	On written request.	
Reimbursement	If you notify us of an unauthorised transaction, we will immediately refund the amount of the transaction (except in specific cases reported to the Banque de France) and, if necessary, restore your account to the position it should have been in. Important: if we are materially unable to verify the validity of your objection before reimbursing you, we may subsequently reverse this unduly paid refund.	

NB:

When you ask us to refund an authorised or unauthorised direct debit payment, you must notify your payee.

NOTE: if these unauthorised transactions are carried out using a payment instrument (such as a card) that has personalised security credentials (PIN, etc.)	
BEFORE your request to block your payment instrument (Request to be made as soon as possible)	
<p>You are not responsible and will therefore not bear losses in the event of:</p> <ul style="list-style-type: none"> • loss or theft of your payment instrument where you were unable to detect such loss or theft prior to payment; • unauthorised transactions carried out without the use of the personalised security credentials (unless the payee's financial institution at which your lost or stolen is used is located outside the EEA, you are liable for any losses of up to €50); • loss due to acts or omissions of an employee, agent or branch of a payment service provider or an entity to which our activities have been outsourced; • misappropriation without your knowledge of your payment instrument or the date associated with that payment instrument; • counterfeiting of your payment instrument if, at the time of the transaction, it was in your possession. 	<p>You shall bear all losses in the event:</p> <ul style="list-style-type: none"> • of loss or theft of your payment instrument if the personalised security credentials have been used (whether the payee's bank is in or outside the EEA); • that you have acted fraudulently; • that, either intentionally or through gross negligence, you have not complied with your obligations; or • that you notify us of such transactions after the three-month period.*
AFTER your blocking request	
We shall bear the cost of these transactions, which you have not carried out, unless you have acted fraudulently.	

* Note: this period is only 70 days for unauthorised payments made by card where the payee's financial institution is located outside the European Economic Area

If you are the payee under a transaction that is contested within the permitted time limits, or if a transaction is wrongly credited to your account, you authorise us to automatically debit your account by the amount of such transaction. (we will let you know using any method). Where we are unable to do so, we may send your payor's bank all the information it needs to be able to recover the funds.

RESPONSIBILITIES AND COMMITMENTS

It is your responsibility to check that the payee's account details match his/her identity; if they are incorrect, we are not responsible. In fact, an order executed based on the account number that you send us is deemed to have been properly executed in favour of the payee that you have named. However, we will use our efforts, as far as is reasonable, to recover your funds.

We are responsible for properly executing the payment transaction in accordance with your payment order, until your payee's bank receives your funds.

Where you are the payee of a payment transaction, we are responsible, where applicable, for your order being properly transmitted and being properly executed from receiving the funds from your payor's bank to crediting your account.

If you contest a transaction, we may use all possible resources (such as recordings and reproductions) to confirm that it was authenticated, recorded and accounted for.

You agree to reciprocally provide us with information that is as complete as possible on the conditions on which transactions are to be carried out.

Irrespective of any liability, we may, at your request, endeavour to trace the incorrectly executed transaction and notify you of the results of our investigations.

The fight against corruption is everyone's responsibility. As such, you and your representatives undertake to comply with anti-corruption and influence peddling rules. You must not therefore make or receive (even indirectly) offers, promises or donations, gifts or benefits of any kind for you or a third party in return for an act that you may or may carry out, fail to carry out or facilitate, in breach of your legal, professional or contractual obligations.

ATTENTION

Never disclose your bank details (codes, account number, or a photograph of your bank card, etc.), particularly on social networks.

You may allow an authorised service provider to access your personal data and your account information, provided that, for security reasons, access takes place through our authorised third-party interface.

Your account may only operate with a credit balance or within the limits of the overdraft facility mutually agreed in a specific agreement.

You must therefore ensure that your account balance is sufficient to meet each payment order.

Failing this, you must immediately repay the amount of any unauthorised overdraft which, being unauthorised, may be revoked at any time and without notice.

In the event that your account has an unauthorised debit balance, your payment orders may be rejected or unpaid.

This unauthorised position will be displayed on your account statement, together with interest calculated based on the exact number of days your account has been in debit, as well as any associated costs and fees and the annual percentage rate (APR).

This rate includes the interest rate and fees as set out in the Pricing Terms and Conditions.

As security for the repayment of any debit balance, we enjoy, solely by virtue of document, a lien over your other accounts. As such, you may not grant security over any of your accounts to an external creditor, unless we authorise you to do so or in cases provided for by law.

CLOSING YOUR ACCOUNT

You may wish to close your account. We have planned for this situation so that everything runs smoothly, for you as well as for us.

You can ask for your account to be transferred in the event of, for example, a merger by absorption, and continue under the same agreement, subject to its approval. All contractual clauses in force will continue to apply (interest rates, payment deadlines, guarantees granted, etc.)

WITHOUT NOTICE

At our initiative in the event of:

- an unauthorised debit position;
- non-compliance with any of your obligations;
- abnormal use of the account;
- misconduct on your part;
- any legal, regulatory or legitimate obligations, for example if you refuse to provide us with documents or you provide inaccurate information;

- payment incidents;
- loss of collateral or security for your commitments;
- an inactive account;
- court-supervised liquidation;
- dissolution of the company;
- death.

By mutual agreement.

WITH NOTICE

At our initiative with 60 days' notice.

If your account has been opened under the French "right to an account" (see p. 2), we will inform you and the Banque de France of the reason for our decision.

At your initiative with 30 days' notice.

When the account is closed, the any balancing payments become immediately due and you must leave sufficient funds in the account to settle pending transactions.

In addition, we will keep all the amounts or securities deposited until the debit balance has been fully cleared. The Pricing Terms and Conditions shall continue to apply until such time.

PLEASE NOTE

Bank charges will continue to be deducted and interest, which is calculated and debited quarterly, will be capitalised after the account is closed until amounts due are fully settled, even in the event that amounts are collected through legal channels.

If you have a proxy, you must inform them that the account has been closed and of the consequences of closure.

All means of payment must be returned to us.

Foreign currency accounts

If you have a foreign currency account, its balance will be converted automatically into euros at the exchange rate on the closing date.

Inactive accounts

If you carry out no activity or transactions involving any of your accounts for 12 months (or 5 years if they are securities or savings accounts), your accounts will be deemed to be inactive.

After a period of 10 years has passed since your last activity or transaction, we will close your accounts, liquidate your Financial Instrument assets and pay the resulting balance to the *Caisse des Dépôts et Consignations*. You, your representatives, or your known beneficiaries, will be notified in advance. Under the thirty-year rule, this sum will be definitively retained by the State.

In the case of insolvency proceedings

In case of court-supervised safeguarding or receivership proceedings, we will follow the instructions of the court-appointed receiver. Where court-supervised proceedings are initiated, all loans that we have granted to you and your commitments shall become immediately due and payable.

Remote banking

ACCESSING YOUR REMOTE BANKING SERVICE

You can access our Remote Banking services to manage your accounts and subscribe for certain products online using a PC, tablet or smartphone: at cmb.fr

IMPORTANT

To fully benefit from our services in a completely secure environment, make sure that you update your software, ensure that your equipment is working properly and protect the confidentiality and security of your equipment, in particular through the use of security software (antivirus, firewall, etc.).

You are solely responsible for the use you make of your equipment. The list of our online services may change at any time.

IMPORTANT

The updated balance of your account displayed via the Remote Banking service is provided for information purposes only.

How are remote banking services accessed?

To log in, you must use the authentication credentials (username, activation password, security code, etc.) provided to you and comply with the procedures for use.

When you first use any of our Remote Banking services, you must agree to these General Terms and Conditions.

IMPORTANT

Protect the confidentiality of your authentication credentials.

To securely access our Remote Banking services and carry out some of your more specific operations, we will regularly ask you to provide specific information within your knowledge or possession when validating your request.

If you suspect that your authentication devices have been used fraudulently, notify us as soon as possible so that we can block them.

For technical or security reasons (fraud prevention, etc.), our online services may be temporarily unavailable or their functionality may be limited. We may also block your access to them (see p. 7).

In such circumstances, we will do everything we can to limit any inconvenience.

Dematerialisation of our exchanges and information documents

By using our Remote Banking services, you acknowledge that the information you have provided to us is truthful and accurate and you undertake to update it if your situation changes (e-mail address, mobile telephone number, etc.).

You may dematerialise our exchanges by logging into your Remote Banking space.

If you opt for digital exchanges, you agree that we may use electronic means (internal messaging from your personal space, personal email, video-conferencing, web chats, etc.) to communicate documents and information relating to the accounts, products and services you have taken out with or via us.

These electronic documents (in pdf format) are stored in accordance with statutory retention periods. All your electronic account statements are stored in your electronic safe for 10 years, for as long as you have access to remote banking services. You can ask to return to paper statements at any time. However, you will retain access to previously stored documents until the end of their storage period.

Furthermore, for archiving purposes, you accept that agreements and transactions entered into in hard copy format may be dematerialised and stored electronically.

We also provide you with an online messaging service to facilitate our exchanges. However, you cannot use this service to carry out transactions or transmit orders in relation to your accounts, products and services.

ATTENTION: If your access to these services is removed, regardless of the reason therefor, you may no longer access your documents and information directly via this service.

You may still, however, ask to be sent documents and information within the legal retention period by contacting your branch.

ELECTRONICALLY SIGNING YOUR TRANSACTIONS

Whether at a branch or remotely, we may use technical electronic signature and archiving tools, provided by us or by specialist providers, that offer reliable processes that ensure the security of your personal online banking space, and the signing and archiving of electronic documents.

You therefore have the option of signing certain transactions or carrying out certain actions electronically (agreements, declarations, etc.). To that end, we have put in place a system that ensures your prior authentication as well as the security and integrity of the signed document, in accordance with applicable regulations.

When your identity has been verified:

- you should read the necessary pre-contractual information documents provided to you (online, but you will be able to print and save them), and;
- you may electronically sign the agreements governing the products or services for which you have subscribed, provided to you either online (via the app or website, etc.) or in a branch (on a tablet, other type of screen, etc.).

In practice, for certain operations or actions, we ask you to confirm your acceptance by entering a code that we will send to you by SMS or any other appropriate means (entry of a password or secret code, signing a touch screen or any other method of biometric authentication with your prior consent). By signing electronically, you are deemed to have fully consented and committed to the transaction or action carried out, and your electronic signature is deemed to be equivalent to your handwritten signature on paper, unless proven otherwise.

For agreements entered into online, a confirmation message will be sent to your remote banking space or to your personal email address.

The signed electronic document will be archived, for the legal retention period, on a digital medium, in accordance with procedures that guarantee the integrity thereof.

A copy of the document will be available for the period in which it is stored in your electronic safe, in the form of a pdf file. Unless proven otherwise, you acknowledge that these materials are durable.

At any time during this retention period, you may ask us to issue you with a paper copy.

IMPORTANT: To retain proof of your transactions and ensure that they may be reviewed in the future, remember to retain the electronic agreements and, more generally, the documents that we send you.

Additional Information

DATA PROTECTION: CONFIDENTIALITY RULES

We ensure that your personal data is protected. The section below provides you with information on the conditions under which Crédit Mutuel Arkéa, in its capacity as data controller, collects, processes, stores, archives and deletes your personal data. It also provides information about your rights in respect of your data.

Crédit Mutuel Arkéa's guidelines on the protection of your personal data are also set out in its Personal Data Policy available on the website cmb.fr or, on request, from your branch.

Personal data processed by Crédit Mutuel Arkéa

What categories of personal data are processed by Crédit Mutuel Arkéa?

As part of our contractual or commercial relationship, we principally process the following categories of personal data:

- personal data disclosed by you: i.e. data that Crédit Mutuel Arkéa may collect directly from you or data collected indirectly from third parties with which Crédit Mutuel Arkéa has a contractual relationship;
- personal data relating to the functioning of products and services, generated in particular at the time online services are used;
- personal data derived from publicly available information (e.g. the public sections of social networks) in compliance with regulations;
- personal data inferred or calculated by Crédit Mutuel Arkéa (assessment of credit risk, for example).

Information on cookies is set out in our Personal Data Policy.

What are the bases on which you collect personal data?

In accordance with data protection regulations, the Crédit Mutuel Arkéa collects your personal data and carries out processing that complies with the rights of its customers based on the performance of pre-contractual measures or the agreement, in order to meet its legal or regulatory obligations, based on consent where required or where justified by its legitimate interests.

To learn more about our reasons for processing your personal data, please refer to our Personal Data Policy.

How long do you store your data?

Personal data is stored for the period necessary for the purposes for which it is collected, either for the term of the agreement plus the length of statutory limitation periods, or to ensure compliance with legal, regulatory or professional obligations by which Crédit Mutuel Arkéa is bound.

The principal storage periods for personal data are set out in our Personal Data Policy.

To whom may the personal data processed by Crédit Mutuel Arkéa be sent?

Personal data collected by Crédit Mutuel Arkéa, as well as personal data collected by Crédit Mutuel Arkéa from third parties enjoy the same level of protection. It accordingly ensures that only authorised persons may access it.

Your data may be provided to companies in the Crédit Mutuel Arkéa group, to their service providers, as well as to administrative or legal authorities where such disclosure is necessary for the performance of the agreement or authorised by law.

Crédit Mutuel Arkéa is not responsible for the processing of your personal data that you have authorised third parties to carry out and that is not shared with it, such as, for example, bank account aggregation applications or data on social networks. It is your responsibility to refer to the data protection policies of such third parties to verify the conditions of the processing carried out or to exercise your rights in respect of such processing.

The purposes of processing

The personal data we collect will be used to:

- manage the subscription for and operation of products and services, and in some cases to carry out debt recovery activities;
- classify our customers in terms of risk, tackle fraud and comply with all our regulatory obligations (tax management, anti-money laundering, market abuse, anti-corruption, automatic and mandatory exchange of information relating to financial accounts, etc.);
- carry out statistical studies and take action to optimise our banking relationship by analysing the data we collect from you;

More detail on these purposes is set out in our Personal Data Policy.

Crédit Mutuel Arkéa's security measures

Crédit Mutuel Arkéa implements, in light of the nature of the personal data and the risks involved in the processing, the necessary technical, physical and organisational measures to ensure the security of the personal data and prevent it from being distorted, damaged or accessed by unauthorised third parties.

Crédit Mutuel Arkéa selects subcontractors or service providers that offer guarantees in terms of quality, security, reliability and resources in implementing such technical and organisational measures, including with regard to the security of processing.

To ensure that transfers outside the European Union are secure, Crédit Mutuel Arkéa may, for example, use standard clauses drawn up by the

European Commission to regulate data flows. Additional IT security measures may also be implemented.

Your rights

You may exercise your rights concerning the protection of your personal data in accordance with the terms and conditions set out in our Personal Data Policy.

In respect of your data, you have specific rights such as the right to access, rectify, erase, object to and restrict the processing of your data, and the right to data portability; you also have the right to provide instructions concerning the storage, erasure and communication of your personal data after your death. Finally, you have the right to submit a complaint to the French Data Protection Authority (CNIL).

How do you exercise your rights?

Crédit Mutuel Arkéa has appointed a personal data protection officer. You may contact the data protection officer by post at the following address: The Data Protection Officer-
Email: protectiondesdata@arkea.com
Address: Data Protection Officer - Crédit Mutuel Arkéa-29808 Brest Cedex 9

Personalisation of our banking relationship

Crédit Mutuel Arkéa may undertake activities aimed at optimising the banking relationship by analysing your data, in particular with a view to offering you products and services that meet your expectations and needs.

Crédit Mutuel Arkéa may also carry out automated valuations, the results of which will only be used to support the final decision based on human intervention. This is the case, for example, with respect to the granting of loans.

Direct marketing

Crédit Mutuel Arkéa may only send you direct electronic marketing communications if it has obtained your prior consent, save where permitted by law. However, you may exercise your right to object using the email or postal address included in the communication.

Please note that you can register on the telemarketing objection list at any time.

Specific processing carried out

In situations where Crédit Mutuel Arkéa uses video protection systems, you are hereby informed that such images are recorded and retained and that they may lead to you being identified.

You are also hereby informed that, exceptionally and only where it notifies you beforehand, conversations you may have with Crédit Mutuel Arkéa may be recorded for training or evaluation purposes or to improve the quality of the services provided.

To the extent that Crédit Mutuel Arkéa uses techniques with a view to identifying people based on their physical, biological or even behavioural characteristics, they will take the necessary steps to minimise the risks to your privacy

	By post to the following address: Crédit Mutuel de Bretagne – Customer Relations Department – 29808 Brest Cedex 09 ¹	By e-mail to the following address: relation.clientele@cm.mb.fr ²
Right to access	X	X
Right to rectification	X	X
Right to object (in particular to direct marketing)	X	X
Right to erasure (or the right to be forgotten)	X	X
Right to data portability	X	X
Right to the restriction of processing ³	X	X
Right to provide instructions on what happens to data following death	X	X

¹ If you choose to use this method, proof of identity must be enclosed with your request

² If you choose to use this method, enhanced security measures are implemented.

³ In respect of this right, please state what form of processing it covers and the reason for your request.

OUR APPROVALS

Crédit Mutuel Arkéa has been approved as a mutual or cooperative bank and as an investment services provider by the *Autorité de Contrôle Prudentiel et de Résolution* (French Prudential Supervisory Authority or ACPR).

More specifically, in its capacity as an investment services provider, Crédit Mutuel Arkéa has been granted the following approvals:

- receipt and transmission of orders on behalf of third parties;
- execution of orders on behalf of third parties;
- trading on own account;
- management of portfolios on behalf of third parties;
- investment advice;
- underwriting;
- placement.

These authorisations may be viewed on the Banque de France's website or by writing to: Banque de France - Direction des Agréments, des Autorisations et de la Réglementation (Permits, Authorisations and Regulation Department) - 40.2785 - 75049 Paris Cedex 01.

Crédit Mutuel Arkéa has also obtained authorisation from the AMF (French Financial Markets Authority) to provide a custody account-keeping service in France. Autorité des Marchés Financiers - 17 place de la Bourse - 75082 Paris Cedex 02.

Crédit Mutuel Arkéa is subject to the supervision of the ACPR as regards compliance with the laws and regulations applicable to it as a credit institution and investment firm, as well as an insurance intermediary.

Crédit Mutuel Arkéa is also an insurance broker. In this capacity, it is notably subject to Articles L512-6 and L512-7 of the French Insurance Code concerning financial guarantees and professional third-party liability. It is recorded in the Register of insurance intermediaries kept by ORIAS, under no. 07025585 (Verifiable by contacting ORIAS, 1 rue Jules-Lefebvre - 75331 Paris Cedex 09 - www.orias.fr).

ACPR insurance contact: Autorité de Contrôle Prudentiel et de Résolution - 61 rue Taitbout - 75436 Paris Cedex 09.

Crédit Mutuel Arkéa - a *Société Anonyme Coopérative de Crédit à capital variable et de courtage d'assurances* (open-ended credit cooperative in the form of a public limited company and insurance broker) - ORIAS no.: 07025585. Registered office: 1 rue Louis Lichou - 29480 Le Relecq-Kerhuon - SIREN 775577018 RCS Brest - VAT no. FR20775577018.

CONTACTING US

If you experience any difficulty in operating your account or wish to make a complaint, you may contact your branch from between 8:30 and 12:30 and between 13:30 and 17:30, Monday to Friday.

Address: Tour Ariane – 5 Place de la Pyramide, 92088 PARIS LA DEFENSE

Email address: grandscomptes@arkea.com,

Telephone: 01.41.97.80.83.

If you are not satisfied with the answer you are given, you may then contact Arkéa Banking Services - Customer Relations Department, 5 place de la Pyramide – Tour Ariane 92088 Paris la Défense cedex. Tel. 01.41.97.79.69

If you experience any financing or credit insurance issues, you may contact the Credit Ombudsman at mediateurducredit.fr or on 0 810 00 12 10 (€0.06/min. + price of a local call).

DEPOSIT PROTECTION

Your cash deposits are protected up to €100,000 and your securities deposits are protected up to €70,000 regardless of the number of accounts you hold.

The compensation terms and conditions are available from the Fonds de Garantie des Dépôts et de Résolution - 65 rue de la Victoire - 75009 Paris. www.garantiedesdepots.fr

APPENDIX 1: DEPOSIT PROTECTION INFORMATION FORM

GENERAL INFORMATION ON DEPOSIT PROTECTION	
Deposits made with Crédit Mutuel Arkéa are protected by:	The <i>Fonds de Garantie des Dépôts et de Résolution</i> ("FGDR" of French Deposit Protection Scheme).
Cap on protection:	€100,000 per depositor and per credit institution(1). Your bank uses the following trading names: Crédit Mutuel Arkéa, Crédit Mutuel de Bretagne, CMB, Crédit Mutuel Massif Central, CMMC, Crédit Mutuel du Sud-Ouest and CMSO.
If you have more than one deposit at the same credit institution:	All the deposits held in your accounts at the same credit institution that fall within the scope of the scheme are added together to determine the amount eligible for protection; the amount of compensation is capped at €100,000.
If you hold a joint account with one or more other people:	The €100,000 cap applies to each depositor individually. The balance held in the joint account is distribution between its joint holders; each person's share is added to his or her own assets to calculate the cap on protection that applies to him/her (2).
Other special cases:	See note (2).
Deadline by which compensation paid in the event that the credit institution defaults:	7 business days (3).
Compensation currency	Euros.
Contact:	Fonds de Garantie des Dépôts et de Résolution (FGDR) 65, rue de la Victoire, 75009 Paris Telephone: 01-58-18-38-08 E-mail: contact@garantiedesdepots.fr
For more information:	Refer to the FGDR website: www.garantiedesdepots.fr
Acknowledgement of receipt by the depositor:	Receipt of this form is acknowledged when the Special Terms and Conditions of the account opening agreement are signed. Receipt of this form is not acknowledged where it is sent on the anniversary of the date on which the contract or agreement was entered into.

Additional information:

(1) General cap on protection:

If a deposit is unavailable because a credit institution is unable to comply its financial obligations, depositors are covered by a deposit guarantee scheme. The compensation is capped at €100,000 per person and per credit institution. This means that all accounts with credit balances held at the same credit institution are added up in order to determine the amount eligible for protection (subject to the application of legal or contractual provisions relating to offsetting such balances against accounts with debit balances). The compensation cap is applied to this total. The deposits and persons eligible for this protection are set out in Article L. 312-4-1 of the French Monetary and Financial Code (for further information on this matter, see the *Fonds de Garantie des Dépôts et de Résolution's* website).

For example, if a customer holds an eligible savings account (excluding Livret A, Livret de Développement Durable and Livret d'Épargne Populaire accounts) 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 more than one brands. Crédit Mutuel Arkéa also operates under the following name(s): Crédit Mutuel de Bretagne, CMB, Crédit Mutuel Massif Central, CMMC, Crédit Mutuel du Sud-Ouest and CMSO. This means that all the deposits held by a single person under these trademarks are capped at €100,000.

(2) Main specific cases:

Joint accounts are divided equally between the joint holders, unless otherwise set out

in the agreement. Each person's share is added to his/her own accounts or deposits and this total benefits from protection of up to €100,000.

Accounts over which two or more persons have rights in their capacity as owners of undivided shares, shareholders in a company, members of an association or any similar grouping, without legal personality, are aggregated and treated as if they had a single depositor distinct from the owners of undivided shares or shareholders.

Accounts belonging to an entrepreneur individuel à responsabilité limitée (sole trader with limited liability or EIRL), opened to hold the assets and bank deposits of his/her business activity, are aggregated and treated as if they had a single depositor distinctly from that person's other accounts.

The aggregate cap of €100,000 applicable to other accounts does not apply to amounts held in Livret A, Livrets de Développement Durable (LDD) and Livrets d'Épargne Populaire (LEP) accounts. Amounts deposited in all these accounts, together with interest on these amounts, benefit from protection, per holder, of up to €100,000 (for further details, see the *Fonds de Garantie des Dépôts et de Résolution's* website). For example, if a customer holds a Livret A and an LDD account with a total balance of €30,000 as well as a current account with a balance of €90,000, he/she will receive compensation of €30,000 in respect of its savings accounts and €90,000 in respect of its current account.

Certain one-off deposits (amounts derived from a real estate transaction involving a dwelling belonging to the depositor; amounts constituting lump-sum compensation for a loss suffered by the depositor; amounts constituting lump-sum retirement benefits or inheritance) benefit from increased protection of more than €100,000, for a limited

period following their receipt (for further details, see the *Fonds de Garantie des Dépôts et de Résolution's* website). Compensation:

The *Fonds de Garantie des Dépôts et de Résolution* compensates depositors and those who benefit from protection in relation to deposits covered by the fund within seven working days of the date on which the *Autorité de Contrôle Prudentiel et de Résolution* acknowledges that the unavailability of deposits held by the member institution pursuant to the first paragraph of Article L. 312-5 (I) of the French Monetary and Financial Code. This period of seven business days applies from 1 June 2016 onwards; up until that date, this period is 20 business days.

This period is for compensation where no specific processing is involved or where no additional information is required to calculate the amount eligible for compensation or to identify the depositor. If specific processing or additional information is required, compensation is paid as soon as possible.

The *Fonds de Garantie des Dépôts et de Résolution* may compensate deposit-holders:

- either by sending a cheque by recorded delivery post;
- or by posting the necessary information online on a secure Internet space, opened

specifically for this purpose by the Fund and accessible from its official website (see below), to enable the payee to provide details of the new bank account to which he/she would like the compensation to be paid by bank transfer.

(3) Other important information:

The general principle is that all customers, whether individuals or businesses, and whether their accounts are opened in a personal or business capacity, are covered by the FGDR. The exceptions applicable to certain deposits or certain products are specified on the FGDR's website.

Your credit institution will inform you on request whether or not its products are protected. If a deposit is protected, the credit institution shall also provide confirmation thereof on the account statement sent periodically and at least once per year.

Attention: The Membership Shares issued by the *Crédit Mutuel* local banks are not eligible for the deposit protection and investor guarantee schemes offered by the *Fonds de Garantie des Dépôts et de Résolution* (FGDR).

APPENDIX 2: INFORMATION NOTICE RELATING TO AGREEMENTS ENTERED INTO AS A RESULT OF BANKING OR FINANCIAL DIRECT SELLING

DEFINITION

Banking or financial direct selling

Bank or financial direct selling consists of:

- making unsolicited contact, by any means whatsoever, with a specific natural or legal person, with a view to obtaining their agreement to the execution or supply of a banking or financial transaction;
- travel by direct sellers working for the Bank, with the same aims, to persons' homes, places of work or places not intended to be used for the marketing of financial products, instruments and services, regardless of which person initiated the direct selling.

Distance sales of financial services

The distance selling of a financial service consists of the Bank entering into an agreement relating to this service with its customer, an individual who is not acting in connection with his/her business activity, on a completely remote basis i.e.:

- without the simultaneous physical presence of the parties;
- exclusively using one or more remote communication techniques (mail, telephone, internet, fax, etc.);
- from the pre-contractual relationship stage to the agreement being entered into.

This only covers the first services agreement, if any, and not any transactions resulting therefrom.

Where an agreement is tacitly renewable, only the initial agreement is covered.

As part of the contractual relationship, the customer may alter the remote communication techniques used, unless such changes are incompatible with the remote agreement that it has entered into or the nature of the financial service provided.

INFORMATION

Pre-contractual information

The customer is informed of the features of the product or service that is the subject of the proposed agreement through information documents required to be provided under regulations and/or a sales information sheet, as well as via documents containing the applicable General Terms and Conditions and Pricing Terms and Conditions. These documents, which are in French, are delivered by hand, sent to the customer or made available on the Bank's website, depending on the communication technique used.

Agreements

Agreements relating to the products and services offered by the Bank may be entered into at its premises, at the customer's home or at any other place agreed with the customer. When concluded remotely, the place of entry into the agreement is the location of the Bank's branch that holds the customer's main account.

Agreements are drawn up in French or English and are subject to French law, unless otherwise agreed by the parties. The agreements are communicated to the customer prior to it entering into any commitment and consist of:

- the Special Terms and Conditions containing the special terms and conditions applicable to the account, product or service the customer subscribes for, as well as the terms and conditions governing entry into the agreement (place and date of entry into the agreement, methods of

payment, etc.);

- the General Terms and Conditions applicable to the account, product or services taken out. They supplement the Special Terms and Conditions. They may be contained in a number of documents and set out the contractual rights of termination, the complaints and appeals procedures, etc.;

- any additional document referred to in the agreement as being part thereof, as well as a withdrawal form.

Where the communication technique does not allow for the aforementioned documents to be sent before the agreement is entered into at the initiative of the customer, the information documents and the contractual terms and conditions are sent to the customer in writing immediately after the agreement is entered into. The customer may, at any time during the course of the contractual relationship, ask to receive the contractual terms in hard copy format.

The right of withdrawal

The customer has a right to withdraw from an agreement it enters into with the Bank as a result of direct selling.

The withdrawal period is 14 calendar days. The deadline runs:

- either from the date on which the agreement is entered into or from the date on which the person in question is informed that the agreement has been entered into;
- or from the date on which the customer is provided with all the information and the contractual terms and conditions if later than the date on which the agreement is entered into.

Exceptions

The right of withdrawal does not apply to:

- agreements fully performed by both parties at the express request of the customer, before the customer exercises its right of withdrawal;
- agreements relating to the receipt, transmission and execution of orders on behalf of third parties or the supply of Financial Instruments. If, however, the agreement relating to these services was entered into as a result of direct selling that physically took place at the customer's home, or at his or her place of work or in any other place not intended to be used for marketing purposes, the direct seller may not record any order or collect any funds from the customer before the expiry of a 48-hour cooling-off period beginning on the day following the date on which the direct seller provides the customer with a receipt containing the information required for by law.
- travel or luggage insurance policies or similar short-term insurance policies with a term of less than one month;
- insurance contracts covering losses caused to third parties by motorised land vehicles and any trailers or semi-trailers attached thereto;

Consumer credit:

The withdrawal period is 14 days.

Property loans:

The 14-day right of withdrawal does not apply to property loan agreements. Entry into such agreements is, however, subject to compliance with a 10-day cooling-off period beginning on the date on which the order is received.

Life insurance policies:

The customer has a 30-day right of withdrawal.

PERFORMANCE OF THE AGREEMENT

Distance Selling

Contracts entered into remotely may not begin being performed before the end of the withdrawal period, unless the customer requests otherwise.

Such a request may take the form of the product or service to which the agreement relates first being used at the customer's initiative, such as a payment of funds, release of a loan, etc.

However, for consumer loans, agreements may not begin being performed during the first seven days, even if the customer so requests.

Direct selling

Agreements entered into as a result of direct selling and relating to custody or administration services for Financial Instruments and portfolio management on behalf of third parties may not begin being performed before the end of the withdrawal period, even if the client so requests. If the client requests that the agreement begins being performed before the end of the withdrawal period and nevertheless exercises the right of withdrawal, he/she/it remains liable to make a proportional payment for the financial service received, in accordance with the Bank's Pricing Terms and Conditions in force or the provisions of the agreement, and shall not be liable for any penalty.

APPENDIX 3: GLOSSARY OF SERVICES LINKED TO YOUR ACCOUNT

LIST OF THE MOST REPRESENTATIVE SERVICES LINKED TO A PAYMENT ACCOUNT:

Subscription to remote banking services (Internet, landline phone, SMS, etc.): all services provided by the bank, whether or not it has a branch or a place to welcome customers, and using new technologies (internet, telephone, etc.) to carry out all or some of the transactions involving the bank account remotely.

Subscriptions for products that send alerts on account balances by SMS: the account is debited by the fees payable in respect of the alerts service as well as any fees payable when each SMS message is sent.

Account holding: the institution holds the customer's account.

Provision of a debit card (international immediate debit payment card): the institution provides a payment card linked to the customer's account. The amount of each transaction carried out using this card is debited in full directly from the customer's account, on a daily basis.

Provision of a debit card (international deferred debit payment card): the institution provides a payment card linked to the customer's account. The amount of each transaction carried out using this card is debited in full directly from the customer's account, on an agreed date. It also allows withdrawals to be made, which are debited from the account on a daily basis.

Provision of a debit card (payment card subject to systematic authorisation): the institution provides a payment card linked to the customer's account. The amount of each transaction carried out using this card is debited in full directly from the customer's account, after the balance (or funds) available in the account is systematically and automatically checked.

Cash withdrawal (withdrawals in euros in the eurozone from another institution's ATM with an international payment card): the customer

withdraws cash from their account in euros using an international payment card from another institution's ATM.

Insurance premium for loss or theft of means of payment: the account shall be debited by the fees payable to the institution in respect of the insurance policy premium.

Bank transfer (for an one-off SEPA transfer): the account-holding institution transfers, on the customer's instructions, a sum of money from the customer's account to another account, on a one-off basis.

Direct debit (fees per SEPA direct debit mandate): the customer authorises a third party (the payee) to instruct the institution that holds this customer's account to transfer a sum of money from the customer's account to the payee's account. This institution shall then transfer the amount in question to the payee on the date or dates agreed by the customer and the payee. The amount involved may vary. The account is debited by the fees payable to the institution for the SEPA Direct Debit presented by the payee.

Direct debit (fees for setting up a SEPA direct debit mandate): the customer authorises a third party (the payee) to instruct the institution that holds this customer's account to transfer a sum of money from the customer's account to the payee's account. This institution shall then transfer the amount in question to the payee on the date or dates agreed by the customer and the payee. The amount involved may vary. The account is debited by the fees received by the institution for setting up a SEPA direct debit mandate.

Intervention fee: the amount payable to the institution for intervening in respect of a transaction that gives rise to irregular account operation and that needs to be specifically dealt with (submission of an irregular payment order, inaccurate bank details, lack of or insufficient funds, etc.).

APPENDIX 4: WITHDRAWAL FORM

You have a right of withdrawal in relation to products or services subscribed for as a result of banking or financial direct selling.

You may exercise this right, if you wish, by completing, signing and sending your branch a copy of the form below by registered letter with acknowledgement of receipt, within 14 full calendar days of the agreement being entered into.

FORM CONCERNING THE WITHDRAWAL PERIOD IN THE EVENT OF BANKING OR FINANCIAL DIRECT SELLING

(Article L 341-16 of the French Monetary and Financial Code)

Client identifier:

Agreement name:

Agreement no.:

This withdrawal is only valid if fully and legibly completed and sent prior to the expiry of the 14-day period referred to in Article L.341-16 of the French Monetary and Financial Code.

I, the undersigned (Surname, First name): _____ ,

hereby declare that I withdraw from the agreement on (name of the product or service offered by direct selling in respect of which the customer has signed the agreement) that I entered into on (date) with..... (name of the organisation that sold the product or service).....

Date:

Customer's signature



A Société Anonyme Coopérative de Crédit à capital variable et de courtage d'assurances (open-ended credit cooperative in the form of a public limited company and insurance broker).

ORIAS NO.: 07 025 585

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