

BANKING GENERAL TERMS AND CONDITIONS

APPLICABLE FROM SEPTEMBER 1ST 2023

## INTRODUCTION

This document constitutes the general terms and conditions of the services provided by Arkéa Banking Services' Bank Branch (hereinafter the "**General Terms and Conditions**") governing the relationship between:

- Arkéa Banking Services, a French *société anonyme* (public limited company) with an Executive Board and a Supervisory Board with share capital of €46,500,000, registered on the Créteil Trade and Companies Register under number 440 180 388 and whose registered office is at Bâtiment Le Bristol - 27 Avenue des Murs-du-Parc - 94300 Vincennes (hereinafter "ABS"), and
- any legal entity that applies for or holds an account opened with ABS (hereinafter the "**Account Holder**"), and its appointed representative(s) (hereinafter the "**Representative**").

ABS is a credit institution authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR - 4 Place de Budapest CS 92459, 75436 Paris) and subject to the control and supervision of the same authority. ABS is also registered on the register of insurance intermediaries under no. 17 003 188 (the register is kept by ORIAS (*Organisme pour le Registre des Intermédiaires en Assurances*), located at 1 rue Jules Lefebvre - 75311 Paris CEDEX 9, and can be consulted at [www.orias.fr](http://www.orias.fr)) as an insurance intermediary agent. ABS also has the following unique identification number generated by ADEME (French Environment and Energy Management Agency): FR231846\_03ZXCS.

All transactions between the parties entered into after the effective date of these General Terms and Conditions shall be governed hereby.

The Account Holder and the Representative are deemed to have accepted these General Terms and Conditions either expressly or as a result of using the existing and future services, tools and the website (hereinafter the "**Website**") of ABS. The General Terms and Conditions in force may be consulted on the Website.

The pricing terms in force are described in detail in a separate document, also made available to Account Holders on the Website (hereinafter the "**Pricing Terms**").

Separate contracts and agreements may supplement the General Terms and Conditions and the Pricing Terms to set out the terms of using the specific accounts, services and products offered by ABS. These General Terms and Conditions also apply to such agreements, unless the agreements explicitly state that the General Terms and Conditions are not to apply.

These agreements are listed below (this list is not exhaustive):

- the special terms and conditions negotiated, on a case-by-case basis, by ABS and the Account Holder (the "Special Terms and Conditions") and any amendments thereto;
- the list of Representatives;
- agreements relating to electronic payment services (e.g. the EBICS agreement).

The above agreements together with the General Terms and Conditions and the Pricing Terms comprise the "Account Agreement".

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## OPENING AND USING THE ACCOUNT

### 1. New business relationships - Opening accounts

One or more accounts (hereinafter the “**Account(s)**”) may be opened with ABS in the name of a legal entity, subject to an application being accepted by ABS.

These accounts are governed, where applicable, by the Special Terms and Conditions.

The Account Holder may open more than one type of accounts with ABS, including:

- a segregated account (the “**Segregated Account**”) aimed at protecting the funds required to execute payment transactions resulting from the activity of the Account Holder’s End Customers (the “**End Customers**”).
- an operating account (the “**Operating Account**”) which may be used by the Account Holder to:
  - Pay the costs associated with the services subscribed for by the Account Holder;
  - Pay the costs associated with the implementation and maintenance of the Services;
  - Pay domestic and international interchange fees;
  - Pay the ongoing costs and charges of the schemes;
  - Settle the Account Holder’s overheads;
  - Receive transfers from the Settlement Account corresponding to payments made by the End Customers for services provided to them by the Account Holder.
- a settlement account (the “**Settlement Account**”) which may be used by the Account Holder to:
  - Receive payments from End Customers;
  - Make transfers to a segregated account;
  - Make payments to the banks of the payees of its End Customers;
  - Make transfers to the Operating Account corresponding to payments for services made by its End Customers;
  - Make transfers to the End Customers’ settlement accounts.

The opening of an Account by ABS is conditional upon:

- verifying the accuracy and completeness of the Special Terms and Conditions, duly completed and signed by the Account Holder;
- the receipt by ABS of the necessary documents;
- the actual transfer of funds to the relevant Account, where applicable.

Except where the opening of an account is subject to the specific provisions on the right to basic banking services referred to in Article L312-1 of the French Monetary and Financial Code, ABS shall have the discretion to accept or refuse any request to enter into a relationship or open an Account.

In order to open an Account, the Account Holder must provide ABS with, at the very least, the following documents:

- proof of registration in the various registers and directories;
- a copy of its current articles of association, certified as true and dated by the manager;
- the approval of a supervisory authority if the Account Holder is subject to such formalities or the publication in the Official Journal of the prior authorisation to carry on business, where applicable;
- valid proof of identity and powers of attorney (e.g. a certified true extract from the minutes of the general meeting of shareholders) for any person authorised to work on the Account, with each person’s signature;
- the publication of the annual financial statements, if the Account Holder is subject to such a formality;
- tax returns for the last three years;
- the Account Holder’s banking passport in France (authorisation to freely provide services issued by the ACPR);

- self-certification specifying the Account Holder's European tax number;
- proof of tax residence (if the Account Holder is resident outside France);
- a description of the Account Holder's shareholders and beneficial owners (structure chart of shareholder companies, identity document(s) of the beneficial owner(s), self-certification of the beneficial owner(s)).

These documents will be stored digitally by ABS.

The Account Holder confirms that the information and documents provided to ABS are, and will be, accurate and complete at the time the Account is opened and throughout the term of the business relationship.

The Account Holder undertakes to promptly inform ABS of any change to its legal form, shareholders and management team and, in general, any event that has a direct impact on its corporate governance, including in particular a change of executive management, the initiation of insolvency proceedings or a decision to voluntarily liquidate the legal entity. Similarly, it undertakes to promptly provide ABS with an up-to-date list of the names of the persons authorised to operate the Account(s) held with ABS and shall remain solely liable for the acts or/and operations carried out by its Representative(s) registered in ABS's files and databases.

The Account Holder also undertakes to respond to any request for updates from ABS. ABS shall not be held liable for the consequences of it failing to update the information and personal data relating to the Account Holder and/or its Representative(s). ABS may not be held liable for the consequences that may result from these obligations being breached.

Finally, the Account Holder undertakes to be contactable at any time by ABS, in particular by telephone and/or email. If it turns out that ABS is unable to contact it for any reason, the Account Holder may not hold ABS liable for the transactions carried out and/or decisions taken by ABS, except in the event of proven fault or error.

The Account Holder further represents that all acts and transactions initiated in relation to the Account are, and will be, carried out for business and/or commercial purposes and not for any personal purposes.

Under Article L.312-1 of the French Monetary and Financial Code, if ABS refuses to open an Account, the Account Holder may refer the matter to the Banque de France, with a view to it appointing a credit institution to hold the account. The appointed credit institution will open an account and provide basic banking services free of charge.

## **2. Mandate - Powers of attorney**

The Account may operate with the signature of one or more Representative(s) appointed by the Account Holder and who has/have provided their signature(s) via the "Powers of Attorney - List of Representatives" document drawn up for this purpose, as well as providing the required supporting documents (in particular a copy of a valid identity document and/or self-certification).

ABS may reject, at its discretion, a power of attorney or a Representative, which the Account Holder unreservedly accepts.

The power of attorney is formally documented in a specific "Powers of Attorney - List of Representatives" document provided by ABS, signed by the Account Holder and by the Representative(s). The Representative must also provide proof of their identity.

The signature of a Representative binds the Account Holder vis-à-vis ABS. The operation and proper management of the Account shall remain the responsibility of the Account Holder, without however excluding the liability of the Representative(s) appointed by the Account Holder. The Account Holder shall not bring any action or claim against ABS in the event of acts, even improper acts, by its Representative(s).

The power of attorney must be accompanied by written proof (e.g. a delegation of authority or signature) of the powers of attorney authorising the delegation. All information, representations and information issued by the appointed Representative shall be deemed to have been issued by all other Representatives and shall be jointly and severally binding on them all. In the absence of specific instructions, and subject to regulatory provisions and the operating rules in force at ABS, the Representative may carry out any transactions that may be carried out by the Account Holder in relation to the Accounts in the name of the Account Holder subject to the powers granted to the Representative in the power of attorney. In all circumstances, ABS reserves the right to request the express agreement or confirmation of the Account Holder, if it deems such action appropriate.

All powers of attorney shall terminate:

- in the event of termination by the Representative notified by any written means to ABS at its registered office address, such termination being binding on ABS after the expiry of a period of five business days following receipt of the aforementioned notification;
- in the event of express termination by the Account Holder notified by any written means to ABS at its registered office address, such termination being binding on ABS after the expiry of a period of five business days following receipt of the aforementioned notification;
- in the event of the Representative's incapacity (except in the case of a family power of attorney) or death, notified by any written means to ABS at its registered office address, such termination being binding on ABS after the expiry of a period of five business days following receipt of the aforementioned notification;
- in the event termination by a court;
- at the initiative of ABS informing the Account Holder that the Representative is no longer accredited;
- in the event that the Account Holder's company is wound up;
- automatically if the Account is closed.

The Account Holder is responsible for notifying its Representative of its decision to terminate the power of attorney. It is also required to promptly take all necessary steps to prevent the removed Representative from accessing its Accounts (including changing passwords).

The Representative undertakes to comply with the provisions of these General Terms and Conditions.

### **3. Transactions involving the Account**

Payment transactions may only be debited if the Account has a sufficient and available balance.

A transaction is only provisionally credited to the Account. If the corresponding funds are not ultimately received, the Account shall be debited by the same amount.

The transactions carried out using the Account may be rectified, particularly in the event of an error.

The balance of the Account may become partially or totally unavailable, as a result of legal or regulatory measures (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.

All transactions entered into using the Account generate a single balance. If the Account Holder opens more than one Account, each Account shall remain separate. A non-payment charge for lack of funds (i.e. where the Account's balance is insufficient to debit a payment transaction from the Account) for which the Account Holder is responsible may therefore be debited from an account even though another account is in credit.

To generate a single balance, you will need to sign an account merger agreement.

### **3.1. Orders**

ABS takes the utmost care in executing the Account Holder's orders.

### **3.2. Information on transactions involving the Account**

The Account Holder is informed of Account transactions via a transaction statement.

This statement is sent to or made available to the Account Holder at least once a month provided that at least one transaction has been recorded since the date of the previous statement

The Account Holder must check the transactions recorded on the statement and keep their records. If the Account Holder notices an anomaly, it must report it to ABS within the period for disputing transactions provided for herein.

## **4. How to use the Account**

### **4.1. Crediting the Account**

#### **4.1.1. Bank transfers**

An Operating Account may be credited by:

- transfers from third-party accounts and/or accounts opened by the Account Holder with other banks;
- transfers from the Settlement Account corresponding to payments made by the End Customers for services provided to them by the Account Holder.

A Settlement Account may be credited by:

- transfers from a segregated account in order to cover the execution of an outgoing transfer of funds on behalf of the End Customers;
- incoming funds received from a payment system on behalf of End Customers.

A Segregated Account may be credited by transfers that protect, as provided for in the French Monetary and Financial Code, the funds required to execute payment transactions resulting from the activities of End Customers.

#### **4.1.2. Direct debit**

The Account Holder may credit the Account by issuing direct debits. This payment service is based on the existence of a direct debit mandate. It may only be used for euro transactions between two accounts in the EEA<sup>1</sup>, Switzerland, Monaco, San Marino, the United Kingdom or Jersey, Guernsey and the Isle of Man, the Principality of Andorra and Vatican City/Holy See.

To set up a direct debit mandate, the Account Holder must:

- have a SEPA Creditor Identifier (SCI);
- obtain IBAN-BIC (International Bank Account Number - Bank Identifier Code) details from its payors;
- give each mandate a Unique Reference;
- reproduce, in your mandate, the mandatory data and information required by the European Payments Council. In this respect, it is reiterated that the Account Holder 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 the relevant bank has agreed thereto;

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<sup>1</sup> As at 1 January 2023, the European Economic Area\* comprises the 27 Member States of the European Union (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden) plus Liechtenstein, Iceland and Norway.



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

Setting up direct debits is not a “standard” service offered by ABS. In this respect, if the Account Holder wishes to set up direct debits from its Account, the Account Holder must inform ABS, which shall review its request. The setting up of direct debits will be conditional on being accepted by ABS.

For direct debits to be used correctly:

- direct debit orders must only be issued after the Account Holder have received the signed mandate from your payor authorising it to request that the payor’s bank account be debited and after informing the payor 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;
- the payor must be notified of any direct debit at least 14 calendar days (unless the Account Holder and the payor agree a different period) before its due date and using any means: invoice, notice, payment schedule, etc.;
- the submission deadlines agreed by ABS and the Account Holder must be complied with so that ABS can effect and transmit the instructions on time;
- the deadlines for submitting the direct debit must be complied with;
- any change to the mandate information received from the payor or made by you must be inserted into the direct debit orders, e.g. changes to the company’s legal name or trading name; in this case, the Account Holder must contact ABS so that ABS may review the consequences of such a change;
- contact details must be provided to the payor so that they are able to change or revoke their mandate or make a complaint.

Upon termination of the mandate, the Account Holder undertakes to:

- override transmission of the direct debit order at the payor’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 debits.

The Account Holder will accept:

- any rejected direct debits presented to ABS by the payor’s bank prior to settlement;
- any direct debit reversals presented to ABS by the payor’s bank within five banking business days of payment and the deduction of the relevant amounts from their account;
- any direct debit reversals presented to ABS 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 their 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 the Account Holder, in paper or electronic format, depending on its term and the archiving rules in force. 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.

The Account Holder shall make the mandate (or any proof of its existence) available to ABS, and shall provide it to ABS immediately upon request.

ABS shall not intervene in disputes that may arise between the Account Holder and the payor. It is up to the Account Holder and the payor to directly settle such disputes.

In order to prevent fraud, ABS carries out compliance checks. In this context, ABS may ask the Account Holder to provide copies of direct debit mandates. The Account Holder undertakes to provide these within a maximum of 2 working days. If the Account Holder fails to do so, or if ABS observes an irregularity, ABS will be obliged to take, for the duration of its analysis, any precautionary measures to ensure the security of the funds debited under these mandates over the last 13 months.

#### **4.1.3. SEPA Business-To-Business Direct Debits (B2B SDD)**

Where the payer is also a business, the Account Holder and the payor may agree to use direct debits in the form of B2B SDDs.

Setting up direct debits is not a “standard” service offered by ABS. In this respect, if the Account Holder wishes to set up direct debits from its Account, the Account Holder must inform ABS, which shall review its request. The setting up of direct debits will be conditional on being accepted by ABS.

If the service is put in place and the Account Holder issues B2B SDDs, it undertakes not only to comply with the rules described in respect of direct debits but also to:

- only offer this payment method to businesses and ensure that the 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 ABS 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 no response is received within 7 business days, the Account Holder will accept the debit.

Failure by the Account Holder to comply with these rules on the operation of direct debits may give rise to various consequences, including ABS refusing to continue offering this payment procedure to the Account Holder.

#### **4.1.4. SEPA interbank payment order**

If the Account Holder has an SCI, its customers can pay it by interbank payment order. The order will be attached to the invoice that the Account Holder sends to the customer. At the time the first payment is made, the customer will provide the [Account Holder] with their bank details so that they can be completed on subsequent transactions. By signing each SEPA interbank payment order, the debtor consents to the payment.

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

The Account Holder is responsible for keeping its means of payment and its codes secure.

### **4.2. Payments from the Account**

#### **4.2.1. Bank transfers**

The Account Holder may make bank transfers, i.e. transfer a sum of money at its own initiative to be debited from its Account to another of its Accounts 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 constant.

In order to execute a payment order in the EEA\*, Switzerland, Monaco, San Marino, Jersey, Guernsey or the Isle of Man, the United Kingdom, the Principality of Andorra and Vatican City/Holy see, you must provide us with the International Bank Account Number (IBAN) of the payee.

An Operating Account may be debited by:

- transfers enabling the Account Holder to pay the costs associated with the subscription for, implementation and maintenance of the Services;
- transfers enabling the Account Holder to pay the ongoing costs and charges of the schemes;
- transfers allowing the Account Holder to pay its overheads;
- transfers to third-party accounts and/or accounts opened by the Account Holder with other banks.

A Settlement Account may be debited by:

- transfers made to the Segregated Account;
- payments to the banks of the payees of End Customers;
- transfers to the settlement account opened by the End Customer.

A Segregated Account may only be debited by transfers to the Settlement Account in order to cover the execution of an outgoing transfer of funds on behalf of End Customers.

#### **4.2.2. Direct debit**

By signing a direct debit mandate, the Account Holder authorises a payee to instruct ABS to debit the Account. To be able to initiate payments, the creditor must have the Account Holder's correct bank details. They are set out on the signed mandate that is given to the creditor by the Account Holder.

The Account Holder can use direct debits for their euro payments between two accounts in the EEA\*, Switzerland, Monaco, San Marino, Jersey, Guernsey and the Isle of Man, the Principality of Andorra and Vatican City/Holy see.

Setting up direct debits is not a "standard" service offered by ABS. In this respect, if the Account Holder wishes to set up direct debits from its Account, the Account Holder must inform ABS, which shall review its request. The setting up of direct debits will be conditional on being accepted by ABS.

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

If the service is put in place, the Account Holder may give ABS specific instructions, such as limiting payment to a certain amount, a certain frequency or both, blocking any direct debit from the Account or based on the identity of the payee, or allowing only direct debits initiated by a specific payee.

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

In the event the Account Holder's bank details change, they are responsible for sending the new bank details to the payee under the direct debit.

#### **4.2.3. SEPA Business-To-Business Direct Debits (B2B SDD)**

As a business customer, the Account Holder may pay a business creditor by B2B SDD.

Setting up direct debits is not a "standard" service offered by ABS. In this respect, if the Account Holder wishes to set up direct debits from its Account, the Account Holder must inform ABS, which shall review its request. The setting up of direct debits will be conditional on being accepted by ABS.

If the service is set up, the Account Holder must then:

- provide the payee with their IBAN and BIC and inform them of any changes by providing them with the new bank details;
- provide ABS with a copy of the signed direct debit mandate, and any subsequent changes thereto (e.g. its expiry) or evidence of it being terminated, with ABS not being 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 the Account Holder of the amount and the payment dates of the direct debit(s);
- confirm to ABS that the information included on the mandate for the first direct debit is correct;
- ensure that the necessary funds are in the Account when payment(s) under the direct debit(s) fall due;
- directly and immediately contact your payee in the event of a disagreement, so that they may override the transmission of the order or issue instructions to revoke the mandate. If the payee refuses this request or is too late to take any action, the Account Holder 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 the payee.

## **5. Before execution of a payment transaction**

Caps are placed on your payments by bank transfer. These are configured by default and may be reviewed at the request of the Account Holder and with ABS's agreement.

### **5.1. Stopping payments**

Where a payment is made by direct debit or bank transfer by the Account Holder, it may 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 ABS receives the payment order;
- for the execution of a deferred payment: the day before the business day<sup>2</sup> agreed for its payment.

Where a payment is made on behalf of the Account Holder's End Customers, the End Customers may not revoke the payment order once it has been received by the Account Holder, unless otherwise provided for herein. Without prejudice to the foregoing, where the payment transaction is initiated by the payee, the payor may not revoke the payment order after sending it to the payee or after giving its consent to the execution of the payment transaction to the payee.

In all circumstances, ABS will not be responsible for verifying the merits of the stop payment order.

### **5.2. Blocking Access**

The Account Holder may ask ABS to block their means of accessing the remote payment services, by writing to the ABS' Bank Branch at [grandscomptes@arkea.com](mailto:grandscomptes@arkea.com).

ABS may block the Account Holder's means of accessing the remote payment services where it has good reason to do so (security, risk of fraud or inability to pay).

ABS will inform the Account Holder of the reason for blocking access using any means, if possible before the blocking is implemented. Otherwise, the Account Holder will be notified as soon as possible after the blocking. When the grounds for blocking the means of access are no longer applicable, they will be unblocked.

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

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<sup>2</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open.

## 6. Time of receipt of the payment order

The payment order is deemed to have been received when it is actually received by ABS and not when it is issued. It may be sent to ABS in hard copy format or by email, or by the payee's bank, or by a service provider, or via the remote banking service.

The payment order is then irrevocable and this moment constitutes the starting point for calculating the transaction's execution time<sup>3</sup>.

When the payment order is received after the cut-off time agreed by ABS and the Account Holder, or if the payment order is not received on a business day<sup>4</sup>, the payment order is deemed to have been received by ABS on the following business day<sup>5</sup>.

The maximum execution time for an order, excluding cheques and bills of exchange (to the extent executed in the European Union<sup>6</sup>) is:

- 1 business day<sup>7</sup> (+ 1 additional business day<sup>8</sup> if the order is initiated in hard copy format) for orders denominated in euros, from a euro account;
- 4 business days<sup>9</sup> for orders denominated in a currency other than the euro;
- 4 business days<sup>10</sup> for orders requiring conversion between two currencies (including the euro).

The value date applied to transactions in euros or any other currency will not be before the amount is debited or after the Account is effectively credited (excluding in respect of cheques).

## 7. After the execution of a payment transaction

After the execution of a payment transaction, it may be disputed as follows:

CHALLENGE OF AN UNAUTHORISED TRANSACTION		
	BY THE HOLDER FOR TRANSACTIONS CARRIED OUT ON ITS OWN ACCOUNT	BY THE ACCOUNT HOLDER'S END CUSTOMER
The period for disputing the transaction, beginning from the time funds are debited, failing which any claim shall be time-barred	Maximum period of 13 months beginning from the time funds are debited, failing which any claim shall be time-barred. When the transaction was initiated via the payee (card) or by the payee (direct debit) and the amount is disputed, the period for disputing the transaction is reduced to 8 weeks.	
Conditions for contesting a transaction	The Account Holder did not consent to the payment transaction as executed.  Inadmissibility of the objection in the following	The End Customer did not consent to the payment transaction as executed.  Inadmissibility of the objection in the following cases where ABS is able to demonstrate that:

<sup>3</sup> 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.

<sup>4</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

<sup>5</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

<sup>6</sup> As of 1 January 2023, the European Union comprises: Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, the Czech Republic, Romania, Slovakia, Slovenia and Sweden.

<sup>7</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

<sup>8</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

<sup>9</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

<sup>10</sup> A day that is not a public holiday, excluding weekends and/or days on which exchange and payment systems are open

	<p>cases where ABS is able to demonstrate that:</p> <ul style="list-style-type: none"> <li>- the payment transaction was duly authenticated, recorded and accounted for.</li> <li>- the payment transaction has not been affected by a technical or other deficiency.</li> </ul>	<ul style="list-style-type: none"> <li>- ABS has properly transcribed into the Accounts the transactions issued to exchange and payment systems and received from exchange and payment systems, as issued and/or received by ABS (with the Account Holder being responsible for the transmission of the payment transactions of the End Customers to the exchange and payment systems).</li> <li>- a payment transaction was carried out using a payment instrument with personalised security credentials (card, code, password, etc.) provided by the Account Holder (the End Customer will, in such circumstances, bear any losses incurred before it contacts ABS to block the payment instrument, of up to €50 in the event of the theft or loss of the payment instrument).</li> <li>- the unauthorised payment transaction is the result of fraudulent activity by the End Customer and/or an intentional or negligent breach by the End Customer of its contractual obligations to the Account Holder.</li> </ul>
<p>Procedure for making a claim</p>	<p>Upon written request to ABS.</p>	<p>Upon written request from the End Customer to the Account Holder, the Account Holder must then notify ABS of the request in writing.</p>
<p>Reimbursement</p>	<p>If the transaction in question is shown to be an unauthorised transaction, ABS will immediately refund the amount to the Account Holder (except in special cases reported to the Banque de France) and, if necessary, return the Account to the state it would have been in if the unauthorised payment transaction had not taken place.</p> <p>Important: if ABS is materially unable to verify the validity of the objection before making repayment, ABS may subsequently reverse this unduly paid refund. This reversal will only be carried out after the evidence collected has been sent to the Account Holder, on which the Account Holder may comment.</p>	<p>If the transaction in question is demonstrated to be an unauthorised transaction, ABS will compensate the Account Holder for the amount of the payment transaction in question subject to any conditions and limits set out in the Special Terms and Conditions.</p>

CHALLENGE OF AN INCORRECTLY EXECUTED TRANSACTION		
	BY THE HOLDER FOR TRANSACTIONS CARRIED OUT ON ITS OWN ACCOUNT	BY THE ACCOUNT HOLDER'S END CUSTOMER
<p>The period for disputing the transaction, beginning from the time funds are debited, failing which any claim shall be time-barred</p>	<p>Maximum period of 13 months beginning from the time funds are debited, failing which any claim shall be time-barred.</p> <p>When the transaction was initiated via the payee (card) or by the payee (direct debit) and the amount is disputed, the period for disputing the transaction is reduced to 8 weeks.</p>	
<p>Conditions for contesting a transaction</p>	<p>There was an error in processing a payment transaction.</p> <p>Inadmissibility of the objection in the following cases where ABS is able to demonstrate that:</p> <ul style="list-style-type: none"> <li>- for outgoing bank transfers and direct debit notices received: ABS sent the funds to the payee's payment service provider by the stated deadline</li> <li>- for incoming bank transfers: ABS credited the funds to the Account immediately after they were received</li> <li>- for direct debit notices issued: ABS sent the payment order to the payor (debtor)'s payment service provider by the direct debit date specified by the Account Holder and ABS credited the funds to the Account immediately after receipt thereof.</li> <li>- a payment transaction was incorrectly executed due to the Account Holder providing non-existent or erroneous bank details (with ABS not being required to check that the account to which payment is made is in fact held by the payee named by the Account Holder)</li> </ul>	<p>There was an error in processing a payment transaction.</p> <p>Inadmissibility of the objection in the following cases where ABS is able to demonstrate that:</p> <ul style="list-style-type: none"> <li>- ABS has properly transcribed into the Accounts the transactions issued to exchange and payment systems and received from exchange and payment systems, as issued and/or received by ABS (with the Account Holder being responsible for the transmission of the payment transactions of the End Customers to the exchange and payment systems).</li> <li>- a payment transaction was incorrectly executed due to the Account Holder and/or the End Customer providing non-existent or erroneous bank details (with ABS not being required to check that the account to which payment is made is in fact held by the payee named by the End Customer)</li> </ul>
<p>Procedure for contesting a transaction</p>	<p>Upon written request to ABS.</p>	<p>Upon written request from the End Customer to the Account Holder, the Account Holder must then notify ABS of the request in writing.</p>
<p>Consequences</p>	<p>If ABS is responsible for incorrectly executing a payment transaction and unless otherwise instructed by the Account Holder, ABS, as the case may be:</p> <ul style="list-style-type: none"> <li>- will promptly re-credit the Account with the amount of the incorrectly executed transaction, and where necessary, restore the Account to the position it would have been in if the transaction had not been carried out (outgoing transfers or direct debit notices</li> </ul>	<p>If ABS is responsible for incorrectly executing a payment transaction carried out on behalf of an End Customer of the Account Holder, ABS will compensate the Account Holder for the amount of the incorrectly executed payment transaction subject to any conditions and limits set out in the Special Terms and Conditions.</p>

	<p>received).</p> <ul style="list-style-type: none"><li>- will immediately credit the Account with the amount of the transaction (incoming transfers or direct debit notices issued).</li><li>- will immediately forward the payment order from the payor (debtor)'s payment service provider (direct debit notice issued).</li></ul> <p>Important: if ABS is materially unable to verify the validity of the objection before making repayment, ABS may subsequently reverse this unduly paid refund.</p>	
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## **8. Responsibilities and commitments**

ABS shall act in compliance with prevailing laws and regulations and with industry customs and practices.

ABS will be subject to an obligation of means and will only be liable for direct losses resulting from a fault attributable to it. ABS may not be held liable for indirect losses, such as a loss of profits, loss of earnings, loss of data or time, or for any loss, of any kind whatsoever, resulting either from the Account Holder's breach of its responsibilities set out in these General Terms and Conditions, or, inter alia, from an erroneous choice or the defective operation of the Account Holder's hardware or software, from a fault or error by the Account Holder, from defective telecommunications services offered by third parties, from the content of messages sent or from the disruption or failure of the service due to circumstances beyond its control, or in the event of contractual breaches resulting from ABS's compliance with its regulatory or legal obligations.

ABS may not be held liable for any loss or failure in the performance of its obligations due to the occurrence of a force majeure event, as defined by the French courts, or any other circumstances beyond its control.

ABS undertakes to do everything possible to resolve any malfunction by its tools and software as quickly as possible. If necessary, ABS shall inform the Account Holder of the communication methods at its disposal.

ABS is responsible for properly executing payment transactions in accordance with the payment order issued by the Account Holder up until the funds are received by the payee's bank.

Where the Account Holder is the payee under a payment transaction, ABS is responsible, where applicable, for the proper receipt of the order and for properly executing it, from receipt of the funds from the payor's bank to crediting the Account.

The Account Holder is solely responsible for the hardware, software, browser, modem, telephone line, Internet access, computer systems and the extensions thereto, of any kind whatsoever, and any other equipment it requires and not supplied by ABS used in accessing and using the services, and for the adaptation, installation, maintenance, operation and update thereof and for any related improvements or repairs.

The Account Holder is solely responsible for verifying that the account details match the details of the payee that are provided. If they are incorrect, ABS will not have any liability in this respect.

The Account Holder is responsible for the data and documents provided to it and for the use made thereof in connection with the services offered by ABS.

The Account Holder agrees to provide ABS in writing with information that is as complete as possible on the circumstances on which transactions are to be carried out. Irrespective of any liability, ABS may, at the request of the Account Holder, attempt to trace the incorrectly executed transaction and notify the Account Holder of the results of the investigation. If the complaint has been made orally, it must be confirmed in writing as soon as possible. Without delaying the reimbursement of the Account Holder, ABS may ask the Account Holder for a copy of the complaint. The Account Holder authorises ABS to use the information provided by the Account Holder to enable the Account Holder to file a complaint if necessary.

Regardless of any liability, ABS may, at the request of the Account Holder, attempt to trace the improperly executed transaction and notify the Account Holder of the result of the search.

## **9. Banking secrecy**

As part of its business relationship, ABS will collect personal information about the Account Holder and its End Customers. This information is protected by the professional secrecy obligation to which ABS is bound pursuant to Article L.511-33 of the French Monetary and Financial Code. The third parties, including service providers and subcontractors, that ABS may engage in carrying out its obligations under this agreement, are subject to professional secrecy rules or bound by commitments or obligations concerning the protection of personal data and privacy.

The Account Holder expressly agrees, throughout the term of its account relationship, that personal information concerning it or its End Customers may be sent by ABS to the subcontractors that provide services to it. The Account Holder agrees to its contact details and those of its End Customers being sent to the companies in the Crédit Mutuel Arkéa group with which it has, or will have, a contractual relationship, for the purposes of being updated.

Professional secrecy obligations may be waived in certain cases in accordance with the laws in force, in particular at the request of the supervisory authorities, the tax or customs authorities, or a criminal judge.

## **OVERDRAFT CONDITIONS**

The Account may only operate with a credit balance or within the limits of the overdraft facility agreed by the Account Holder and ABS in a specific agreement.

The Account Holder must therefore ensure that the Account balance is sufficient to meet each payment order.

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

In the case of an unauthorised debit balance, your payment orders may be rejected or unpaid.

## **PRICING**

All transactions and all banking products and services may incur fees and charges, unless otherwise provided by applicable laws. The prices in force are listed in the Pricing Terms available to the Account Holder and can also be viewed on the Website.

The Account Holder shall be liable for the costs and fees at the prevailing rate set out in the price list. Fees and expenses shall be subject, where applicable, to applicable taxes and duties, including VAT (Value Added Tax).

Where transactions are denominated in foreign currencies, ABS will apply the exchange rates and fees in force.

The prices are subject to change. The Account Holder acknowledges that it has familiarised itself with the price list and agrees to the conditions thereof, and accepts that prices may be revised. To that end, the Account Holder hereby irrevocably accepts and agrees that all amounts for which it is liable may be deducted directly from its account. If the Account Holder requests a specific service from ABS or a service that is not routinely offered by ABS, ABS may charge other costs and fees, subject to the Account Holder's prior agreement. In such circumstances, if the Account Holder does not agree to the proposed charges, the specific, non-routine service will not be provided to the Account Holder.

By law, any proposed price changes must be communicated to the Account Holder in paper form or on another durable medium, no later than one month before the proposed implementation date for the price change. Where a change is required by law, it may apply immediately. The proposed price change shall be deemed to have been accepted by the Account Holder if it does not object thereto before the implementation date of the changes. The draft price change may be communicated to the Account Holder by any means, including email and post.

Since the Pricing Terms are regularly updated, the rate in force at the time the relevant services are used shall be applied, to which the Contract holder expressly agrees. Changes in interest rates and exchange rates will apply immediately.

## **TERM OF THE GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are entered into for an indefinite term.

The General Terms and Conditions in force are available at all times on the Website or upon request from ABS' Customer Service Department.

## **AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

In accordance with and subject to the limits of prevailing laws, the Account Holder unreservedly agrees that this agreement may be transferred by ABS, in particular as part of a merger by absorption, to an entity with the necessary authorisations to continue providing the services and products that are the subject of this agreement.

The General Terms and Conditions are subject to change. Any proposed amendment to the General Terms and Conditions shall be communicated in paper form or on another durable medium, by any means, including by email or by post, to the Account Holder no later than 1 (one) month before the proposed implementation date. Where a change is required by law, it may apply immediately. The Account Holder is deemed to accept such amendments if it fails to notify its refusal thereto to ABS before the date on which they come into effect. If the Account Holder refuses such amendments, it may terminate the Account Agreement(s) (and consequently close its Account(s) free of charge, before the date on which such amendments take effect).

## **INVALIDITY**

If a clause of the General Terms and Conditions is held to be invalid, it shall be severed herefrom but the other clauses hereof shall continue to have effect.

## CLOSING THE ACCOUNT

### 1. Account closure procedure

The Account Agreement(s) may be terminated provided the following conditions are met:

#### WITHOUT NOTICE

At the initiative of ABS in the event of:

- an unauthorised debit position;
- non-compliance by the Account Holder with any of its obligations;
- abnormal use of the Account;
- misconduct by the Account Holder;
- legal, regulatory or legitimate requirements (e.g. refusal by the Account Holder to provide the required documents, provision by the Account Holder of inaccurate information);
- payment incidents attributable to the Account Holder;
- loss of collateral or security covering the Account Holder's commitments (only if such security has been validated by ABS and the Account Holder and put in place);
- an inactive account;
- court-ordered liquidation of the Account Holder's company;
- the winding-up of the Account Holder's company.

By mutual agreement between ABS and the Account Holder.

#### WITH NOTICE

At the initiative of ABS subject to providing 60 days' notice unless otherwise specified in the Special Terms and Conditions.

If the Account has been opened under the right to basic banking services, ABS will inform the Account Holder, as well as the Banque de France, of the reason for this decision.

At the initiative of the Account Holder subject to providing 30 days' notice.

When the account is closed, any balancing payments become immediately due and the Account Holder must leave sufficient funds in the account to settle pending transactions. In addition, and where applicable, unless otherwise set out in a security agreement signed by ABS and the Account Holder, ABS shall keep all the sums or securities deposited, until (i) the debit balance has been fully cleared by the Account Holder and (ii) the services have been paid for in full by the Account Holder. Until then, the Pricing Terms shall continue to apply in full until such time.

Where applicable, the Account Holder must provide ABS with the name of the institution to which the Account's credit balance is to be transferred as well as the account number to which it will be transferred.

## **2. Inactive accounts**

In the event that the Account Holder's Account becomes inactive within the meaning of Article L.312-19 of the French Monetary and Financial Code, the amounts deposited in that Account shall be transferred to the *Caisse des Dépôts et Consignations*, as required by law.

For the purposes of Article L.312-19 of the French Monetary and Financial Code, an Account is considered to be inactive after a period of 12 months in which the following two conditions are met:

- The Account has not been the subject of any transaction, excluding interest credited to the account and expenses and fees of any kind debited by ABS or payments for products or the repayment of capital securities or debt securities;
- The Account Holder, its legal representative or the Representative has not communicated, in any form whatsoever, with ABS or carried out any transaction using another account opened in its name with ABS.

An Account that meets the aforementioned conditions due to the application of laws or regulations or a court decision is not an inactive account within the meaning of the regulations.

The cash deposits and assets held in an inactive account will be deposited with the *Caisse des Dépôts et Consignations* at the end of a period of 10 years beginning on the date of the last transaction, excluding interest credited to the account and expenses and fees of any kind debited by ABS or payments for products or the repayment of capital securities or debt securities, or from the date of the last contact made by the Account Holder, its legal representative or the Representative. The later of the two aforementioned dates is the relevant date for these purposes.

Six months before the expiry of the aforementioned period, ABS will notify the Account Holder, its legal representative or the Representative, by any means available, that the assets are to be deposited with the *Caisse des Dépôts et Consignations*.

This transfer will result in the Account in question being closed, without further notice.

Any assets deposited with the *Caisse des Dépôts et Consignations* that are not claimed from it by the Account Holder will vest in the State at the end of the periods provided for in Article L.312-20 of the French Monetary and Financial Code.

## **3. In the event of insolvency proceedings**

In the event of court-supervised safeguarding or receivership proceedings that have an impact on the Account Holder, ABS will follow the instructions of the court-appointed receiver.

Where court-supervised proceedings are initiated, all loans granted to the Account Holder by ABS and the Account Holder's commitments will become immediately due and payable.

## **REMOTE BANKING**

### **1. Accessing remote banking**

The Account Holder may access remote banking services to manage the Account(s) via the Website [www.arkea-banking-services.com](http://www.arkea-banking-services.com) using a PC, tablet or smartphone.

The Website is normally accessible 24 hours a day, 7 days a week, without prejudice to the provisions of these General Terms and Conditions relating to any suspension.

Suspension of the service:

- ABS may temporarily suspend, in full or in part, general access to the Website and/or the use of other remote services, including:
- if checks or servicing, maintenance, improvement or repair work of any kind are required (in particular due to a production release or overloading) and, more generally, any force majeure event outside ABS' control;
- if such a disruption proves to be useful or necessary for the security of the system or in order to protect the interests of ABS and/or the Account Holder;
- if such a suspension is required or desirable by law;
- for any other legitimate reason.

ABS shall use reasonable means to limit such disruption and to notify the Account Holder, where possible in advance, of the start and duration of such disruptions. However, the services may be disrupted without prior notice being given to the Account Holder, if, for example, a technical incident or a force majeure event occurs, in particular following a strike or another incident outside ABS' control.

In order to access the full benefits of the Remote Banking services in a fully secure manner, ABS recommends that the Account Holder should update its own software, ensure that its equipment is working properly and protect its confidentiality and security, in particular through the use of security software (antivirus software, firewalls, etc.).

### **1.1. Receiving Remote Banking Services**

The Account Holder can access its customer space once identified and authenticated.

To that end, the Account Holder must use the authentication credentials (username, activation password, security code, etc.) provided to it.

When the Account Holder first uses any of our Remote Banking services, it must agree to these General Terms and Conditions.

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.

As the authentication credentials are personal and confidential, any order transmitted or any transaction carried out using them shall be deemed to have been placed by the Account Holder, who shall be responsible for all the consequences thereof. The Account Holder acknowledges that the authentication credentials are personal and confidential in nature. It undertakes to keep them confidential and not to disclose or communicate them to any other person.

In the event of the loss, theft or suspected fraudulent use of the identification and authentication credentials, the Account Holder must immediately inform ABS by telephone, email or in writing. ABS will then disable the identification and authentication credentials in question as soon as possible. Similarly, for technical or security reasons, ABS may block your access to them. ABS will, in such circumstances, make every effort to limit any inconvenience. However, the Account Holder will be responsible for any transactions that are entered into using the credentials until they are deactivated by ABS.

## **1.2. Digitisation of exchanges and information documents**

When connecting to the Remote Banking space, the Account Holder is offered the option of digitising exchanges with ABS.

If the Account Holder opts for such digitisation, it expressly agrees to receive the documents and information relating to the Accounts, products and services subscribed for with ABS in its Remote Banking space. By doing so, the Account Holder therefore expressly accepts that documents stored by ABS and/or telematic, computer or magnetic recordings of the remote methods of communication used, and stored by ABS, may be produced as evidence of the acts and transactions ordered and/or carried out by it and/or its Representative(s) using the remote banking services or by ABS.

These documents, which are prepared in electronic format (pdf), are stored by ABS in accordance with legal storage periods.

The Account Holder expressly accepts that the information and supporting documents provided by the ABS IT infrastructure or the infrastructure used by ABS shall be authoritative between ABS and the Account Holder to the extent that they are not contradicted by any other document or reliable item of information.

The Account Holder acknowledges that electronic documents are equivalent to written documents for the purposes of the provisions of the French Civil Code and constitute a reliable, faithful and durable medium.

The Account Holder may, at any time, request that the documents be stored in paper format. The Account Holder shall nevertheless maintain access to previously stored documents until the end of their storage period.

Furthermore, for archiving purposes, the Account Holder agrees that agreements and transactions entered into in paper format may be digitised and stored in electronic format.

If the Account Holder's access to these services is removed, regardless of the reason therefore, the Account Holder will no longer be able to directly access its documents and information associated with this service. The Account Holder may, however, still ask to be sent documents within the legal storage period by contacting the ABS Bank Branch.

## **2. Electronic signatures and document storage**

Evidence of legal acts (agreements entered into, orders placed, etc.) may be established in accordance with the provisions of Articles 1366 et seq. of the French Civil Code on electronic documents. The Account Holder acknowledges that, under such legal provisions, agreements entered into electronically using the IT resources provided by ABS has the same evidential value as agreements entered into in hard copy format.

ABS may use technical electronic signature and archiving tools, provided by it, its parent company, Crédit Mutuel Arkéa, or specialist providers, that offer reliable processes that ensure the security of the Account Holder's personal online banking space, and the signing and archiving of electronic documents.

To that end, ABS has a system in place that ensures prior authentication as well as the security and integrity of the signed document, in accordance with applicable regulations.

When the identity of the Account Holder has been verified:

- the Account Holder should read the necessary pre-contractual information documents provided to it (online, but you will be able to print and save them); and
- the Account Holder may electronically sign the agreements governing the products or services for which it has subscribed, provided online (via the app or website, etc.).

In practice, for certain operations or actions, ABS will ask the Account Holder to confirm its acceptance by entering a code that will be sent to it by SMS or any other appropriate means (entry of a password or secret code). By signing electronically, the Account Holder is deemed to have fully consented and committed to the transaction or action carried out, and its electronic signature is deemed to be equivalent to a handwritten signature on paper, unless proven otherwise.

The Account Holder also acknowledges that it is solely responsible for storing the various documents, and that it should save them on another device at its convenience.

A copy of the electronically signed deed will be archived, for the legal storage period, on a digital medium, in accordance with procedures that guarantee the integrity thereof. At any time during this retention period, the Account Holder may ask for a copy of the deed.

A copy of the document will be available during its storage period in your electronic safe (if the Account Holder has opted for an electronic safe), in the form of a pdf file. If the Account Holder has not opted for an electronic safe, a copy of the document will be sent by email. Unless proven otherwise, the Account Holder acknowledges that these constitute durable mediums.

The Account Holder acknowledges that it is aware of the benefit of storing the information documents required by law that have been sent to it electronically or by post, including documents establishing the execution or completion of transactions of any kind involving its Account(s), for the statutory limitation periods in force.



## **ADDITIONAL INFORMATION**

### **1. Protection of personal data**

As required by law, ABS ensures that personal data is protected.

Personal information is collected as part of establishing a relationship or, subsequently, during the term of the relationship with the Account Holder. This information is strictly confidential and is used by ABS or its subcontractors in accordance with the [Personal Data Protection Policy](#) accessible on the Website or on request by writing to [contact-abs@arkea.com](mailto:contact-abs@arkea.com) or to: Arkea Banking Services - Personal Data Protection Officer - Bâtiment Le Bristol - 27 Avenue des Murs-du-Parc - 94300 Vincennes.

The Personal Data Protection Policy applies to all services provided by ABS to the Account Holder pursuant to these General Terms and Conditions.

By way of reminder, the Account Holder has a right of access, a right to data portability, and the right to modify, rectify and delete personal data.

### **2. Policy on managing conflicts of interest**

ABS applies a system for detecting and managing conflicts of interest in order to protect Account Holders' interests.

ABS' system is integrated into the system used by the Crédit Mutuel Arkéa group.

This system is based on:

- separation between the various financial activities within the Crédit Mutuel Arkéa group;
- rules governing the circulation of information between the various entities of the Crédit Mutuel Arkéa group;
- recommendations that are binding for employees;
- periodic or permanent controls of the compliance of operations carried out within the Crédit Mutuel Arkéa group.

These rules extend to entities that have a direct or indirect control relationship with ABS.

ABS' [Policy on managing conflicts of interest](#) is available on the Website.

### **3. Anti-money laundering and counter-terrorist financing**

The anti-money laundering and counter-terrorist financing provisions of the French Monetary and Financial Code require ABS to collect information on the Account Holder's knowledge and about the business relationship and, in certain cases, all supporting information about any transaction on which the Account Holder may not have acted on its own account or that may exceed, individually or on an aggregate basis, a specific amount or that was unusually complex and that does not appear to have any economic justification or lawful purpose.

The Account Holder undertakes to comply with applicable laws in force, in particular by providing any information or supporting documents requested by ABS. Failing this, ABS reserves the right not to execute the transaction, to suspend access to its services or to terminate the relationship.

Before entering into a relationship and at any time, ABS may be required by law to contact the Account Holder in order to get to know him better, to understand his motivations and to answer any questions ABS may have regarding certain transactions.

In addition to keeping a close watch on the nature and legality of transactions carried out on its bank accounts, the Account Holder undertakes, in good cooperation, to respond to ABS' requests for information and/or supporting documents: these may relate in particular to the Account Holder's situation, income, assets, or even transactions, the origin of funds, etc.

In certain cases, ABS may unfortunately be obliged to delay or refuse certain transactions, or even to suspend various services. Failure to cooperate or to obtain relevant information may also lead ABS to terminate the relationship.

#### **4. Governing law - Language - Jurisdiction**

This agreement is governed by French law and the language used is French.

Any disputes or litigation that may arise concerning the proper functioning of the Account opened by the Account Holder and any resulting debts shall, if unable to be resolved by the parties out of court, be submitted exclusively to the courts with jurisdiction over the place where the Account is held, namely ABS' registered office.

#### **5. Contact**

In the event it has any difficulty in operating the Account or it wishes to make a complaint, the Account Holder may contact ABS using any method: ABS Bank Branch, open Monday to Friday from 8.30am to 12.30pm and from 2pm to 5.30pm, Bâtiment Le Bristol - 27 Avenue des Murs-du-Parc - 94300 Vincennes, [grandscomptes@arkea.com](mailto:grandscomptes@arkea.com), 01.41.97.80.83.

The Account Holder may also contact Arkéa Banking Services - Service Relations Clients - Bâtiment Le Bristol - 27 Avenue des Murs-du-Parc - 94300 Vincennes. Tel.01.41.97.80.83.

#### **6. Deposit guarantee**

ABS is a member of the *Fonds de Garantie des Dépôts et de Résolution* (FGDR).

The terms and conditions of intervention of the FGDR are set out in Articles L.312-4 et seq. of the French Monetary and Financial Code. They may be consulted at [www.garantiedesdepots.fr](http://www.garantiedesdepots.fr).

## APPENDIX 1: INFORMATION ON DEPOSIT PROTECTION

### GENERAL INFORMATION ON DEPOSIT PROTECTION

GENERAL INFORMATION ON DEPOSIT PROTECTION	
Deposits held at Arkéa Banking Services are protected by the	Fonds de Garantie des Dépôts et de Résolution (FGDR).
Protection cap	€100,000 per depositor and per credit institution <sup>11</sup> . Your lending institution uses the following trading names: Arkéa Banking Services.
If the Account Holder has more than one deposit at the same credit institution	All the deposits held in the Account Holder's accounts at the same lending 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.
Other special cases	For example: <ul style="list-style-type: none"> <li>- 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.</li> <li>- Accounts belonging to an <i>entrepreneur individuel à responsabilité limitée</i> (sole trader with limited liability or EIRL), opened to hold the assets and bank deposits of their business activity, are aggregated and treated as if they had a single depositor distinctly from that person's other accounts.</li> </ul>
Deadline by which compensation must be paid in the event that the lending institution defaults	7 business days <sup>12</sup> .
Currency of compensation	Euros.

<sup>11</sup> General protection limit: If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are compensated via a deposit guarantee scheme.. Compensation is capped at €100,000 per person and per lending institution. This means that all accounts with a credit balance held with the same lending institution are added together in order to calculate the amount eligible under the guarantee scheme (subject to the application of the legal or contractual provisions on offsetting accounts with a debit balance). The compensation cap is applied to that total.. The deposits and persons eligible for the guarantee scheme are listed in Article L. 312-4-1 of the French Monetary and Financial Code (for further details, go to the website of the *Fonds de Garantie des dépôts et de résolution*). This method also applies where a lending institution operates under multiple brands.. This means the compensation payable in respect of all deposits held by the same person under these brands is capped at €100,000.

<sup>12</sup> 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 of the French Monetary and Financial Code. 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, to enable the payee to provide details of the new bank account to which they would like the compensation to be paid by bank transfer.

Address:	Fonds de Garantie des Dépôts et de Résolution (FGDR) 65, rue de la Victoire, 75009 Paris Telephone no.: 01-58-18-38-08 Email address: <a href="mailto:contact@garantiedesdepots.fr">contact@garantiedesdepots.fr</a>
For more information:	FGDR's website: <a href="http://www.garantiedesdepots.fr">www.garantiedesdepots.fr</a>
Acknowledgement of receipt by the depositor:	Receipt of this form must be acknowledged when the Special Terms and Conditions of the account opening agreement are signed. Receipt of this form does not need to be acknowledged where it is sent on the anniversary of the date on which the contract or agreement was entered into.

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

### **DEFINITIONS**

#### **Banking or financial direct selling**

Under Article L.341-1 of the French Monetary and Financial Code, banking 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 or the provision of a payment service;
- 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.

Under Article L.341-2 of the French Monetary and Financial Code, the regulations banking or financial direct selling do not apply:

- activities carried out at the Account Holder's business premises at its request;
- where the person in question is already a customer of ABS, to the extent the proposed transaction corresponds, as a result of its characteristics, risks or the amounts in question, to transactions routinely carried out by ABS;
- the dissemination to legal entities of simple advertising information, other than any contractual or pre-contractual document, regardless of the medium used.

### **INFORMATION**

#### **Pre-contractual information**

The Account Holder 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. These documents, which are in French or English, are delivered by hand, sent to the Account Holder or made available on ABS's Website, depending on the communication technique used.

#### **Agreements**

Agreements relating to the products and services offered by ABS may be entered into at its premises, at the Account Holder's premises or at any other place agreed with the Account Holder. When agreements are entered into remotely, the place of entry into the agreement is the location of the ABS Bank Branch that holds the Account Holder's 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 Account Holder 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 subscribed 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 and the Pricing Terms applicable to the Account, product or services subscribed for. 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 Account Holder, the information documents and the contractual terms and conditions are sent to the customer in writing immediately after the agreement is entered into.

The Account Holder may, at any time during the course of the contractual relationship, ask to receive the contractual terms in hard copy format.

#### Right of withdrawal

Under Article L.341-16 of the French Monetary and Financial Code, the Account Holder has the right to withdraw from an agreement it enters into with ABS as a result of direct selling.

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

- from the date on which the agreement is entered into; or
- from the date on which the Account Holder receives the contractual terms and conditions and information documents, if later than the date above.

#### Exceptions

Under section III of Article L.341-16 of the French Monetary and Financial Code, the right of withdrawal does not apply to agreements performed in full by both parties at the express request of the Account Holder, before the Account Holder exercises its right of withdrawal.

### **APPENDIX 3: GLOSSARY OF SERVICES LINKED TO THE ACCOUNT**

**Subscription to remote banking services (Internet, landline phone, SMS, etc.):** all services provided by ABS and using new technologies (internet, telephone, etc.) to carry out all or some of the transactions involving the bank account remotely.

**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.).

**Direct debit (fees for payment of a SEPA direct debit):** the Account Holder authorises a third party (the payee) to instruct ABS to transfer a sum of money from the Account Holder's Account to the payee's account. This institution will then transfer the amount in question to the payee on the date or dates agreed by the Account Holder and the payee. The amount in question may vary. The fees payable to ABS for paying a SEPA direct debit presented by the payee are debited from the Account.

**Direct debit (fees for setting up a SEPA direct debit mandate):** the Account Holder authorises a third party (the beneficiary) to instruct ABS to transfer a sum of money from the Account Holder's Account to the account of the beneficiary. This institution will then transfer the amount in question to the payee on the date or dates agreed by the Account Holder and the payee. The amount in question may vary. The fees payable to the institution for setting up a SEPA direct debit are debited from the Account.

**Account keeper:** the institution that holds the Account Holder Account.

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

**APPENDIX 4: WITHDRAWAL FORM**

The Account Holder has a right of withdrawal in relation to products or services subscribed for as a result of banking or financial direct selling.

The Account Holder may exercise this right, if it wishes, by completing, signing and sending ABS 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 (Last name, First name):

..... hereby declare that I withdraw from the agreement on ..... (name of the product or service offered by direct selling for ..... 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:.....

Account Holder's signature: