

## CURRENT ACCOUNT AGREEMENT - PERSONAL CUSTOMERS GENERAL TERMS AND CONDITIONS

This agreement, drawn up in application of article L. 312-1-1 of the French Monetary and Financial Code (MFC), applies to all current accounts with the Caisse Régionale held by private individuals for non-professional use, for whom it sets the terms for the opening, operating and closing accounts.

At any time during the contractual relationship, the Customer has the right to be provided, on request, with a copy of the current account agreement on paper or on another durable medium. The Caisse Régionale cannot refuse to provide the Customer with a paper copy of the agreement.

This agreement comprises the following three inseparable documents:

- these general terms and conditions
- the special conditions
- the tariff guide, provided to the Customer with the above-mentioned general and special conditions

### ARTICLE 1 – OPENING AN ACCOUNT

#### 1-1 – Conditions for opening an account

After carrying out the necessary verifications as to the Customer's identity, domicile and capacity by means of official documents, the Caisse Régionale will open an account in the name of the account holder and, where applicable, any joint account holder(s) (referred to as the «Customer» in this agreement), under the heading in the special conditions.

The Customer declares his status of resident or non-resident in accordance with the special conditions. If the Customer is a resident and a national of a country in the European Union or Switzerland, or if he resides in one of these countries, he undertakes to provide proof of his status of resident or non-resident for tax purposes and to provide his Tax Identification Number (TIN). The same rules shall apply and a new agreement will be signed if the Customer opens a new account of the same type in his name.

#### 1-2 – Joint accounts

Transactions may be carried out on a joint account under the signature of any of the joint account holders. Each account holder must inform the joint account holder(s) of the transactions he initiates and the orders he gives. This account is subject to the principles of joint and several liability/authority, i.e. each joint account holder has the entire account balance at his disposal and, in the event the account is overdrawn, Caisse Régionale may demand the entire balance from any joint account holder, including after the account has been closed.

Joint and several liability/authority on the joint account may be terminated at the request of one or all of the joint account holders, either by a written request submitted to a branch or by a registered letter with acknowledgement of receipt.

If the request is made by all joint account holders, it must be co-signed.

If the request is made by a single joint account holder, he must inform the other joint account holders.

The termination will take effect upon Caisse Régionale's receipt of the request or letter.

Without the agreement of the other joint account holders, each joint account holder may:

- end the joint and several liability/authority for the future. In such case, the account can only operate under the joint signature of the joint account holders until it is closed; or
- withdraw from the account, which thereupon will be automatically converted into an account opened in the name(s) of the other joint account holder(s). Such withdrawal constitutes a waiver by the account holder of any right to the account, subject to compliance with his obligations to Caisse Régionale for all transactions prior to his withdrawal. Furthermore, he shall also be personally responsible for changing any existing standing direct debit or credit transfer orders applicable to this joint account.

In either case, if the balance on the account is overdrawn, Caisse Régionale may request immediate repayment from any of the joint and several obligees.

In the event of termination of joint and several liability/authority or a withdrawal, the terminating or withdrawing joint account holder, as well as the other joint account holders, shall be required to return all payment instruments in their possession. As an exception to the foregoing, in the event of withdrawal, the remaining joint account holder(s) will be entitled to retain their personal payment instruments.

If, while the account is in operation, any of the joint holders becomes subject to a court-ordered protection measure (court protection, guardianship, conservatorship, family protection or durable power of attorney), the joint account will be closed or converted into an individual account in accordance with the provisions of Clause 1-5-2 or Clause 1-6-2.

#### 1-3 – Joint signature accounts

A joint signature account functions with the signatures of all of the joint account holders, unless they give a mandate to one of them to manage the account or each give reciprocal mandates. The joint account holders are jointly and severally liable towards the Caisse Régionale which may, if the account becomes overdrawn, require that one of them reimburse the entire balance,

even after closure of the account. The powers of the proxy appointed by the joint holders will cease to be valid if revoked by a single joint holder in a letter addressed to the Caisse Régionale by ordinary post. After revocation, the account will function with the joint signature of all of the joint account holders, until a new proxy is appointed by the joint holders, where applicable. Any power of attorney granted on a joint signature account shall be given or withdrawn by joint decision of all of the joint account holders, except for mandates given as shown in the first paragraph of this article. Any joint account holder may remove himself from the joint signature account without the consent of the other joint account holders. The account shall then be automatically converted into an account open in the name of the other joint account holder(s). Such removal constitutes a waiver by the applicant of any rights over the account, subject to compliance with his obligations towards the Caisse Régionale for any transactions carried out prior to his removal. The account holders shall be personally responsible for changing any existing mandates applicable to this joint signature account.

Unilateral withdrawal by one of the joint account holders takes effect upon receipt by the Caisse Régionale of the request, which must be sent by registered letter with proof of receipt or handed in at his branch in return for a receipt. If the account is overdrawn at this time, the Caisse Régionale may demand immediate reimbursement of the negative balance by any of the joint and several co-debtors. The remaining joint account holders must then return all means of payment in their possession.

### 1-3 *bis* Provisions common to joint accounts and undivided accounts

In the event any of the joint account holders is in a financially vulnerable situation as provided in Articles L.312-1-3 and R.312-4-3 of the Monetary and Financial Code, one or more of the consequences related to such financially vulnerable situation (applying the cap on payment incident charges applicable to customers identified as eligible for the specific offer for vulnerable customers and/or proposing the specific offer for vulnerable customers, etc.) may apply to the joint accounts or undivided accounts he holds with one or more joint account holders. Each joint account holder is advised that, in such case, his joint account holder(s) will be informed of his financially fragile situation. Each joint account holder hereby expressly agrees to this method of operation.

### 1-4 – Accounts for minors

#### 1-4-1 – Accounts for emancipated minors

This account requires only the signature of the emancipated minor.

#### 1-4-2 – Accounts for non-emancipated minors

The account of a non-emancipated minor requires the signature of the legal representative of the minor, who specifically undertakes to refrain from initiating any transactions in breach of the regulations, and specifically those governing the assets of minors.

The legal representative may authorise a minor who is over 16 years of age to operate the account with only the signature of the minor. In any event, the account is operated under the sole responsibility of the legal representative who is liable towards the Caisse Régionale for the consequences of any transactions carried out by the minor or himself on this account. To this end, the legal representative authorises the Caisse Régionale to debit his own account where appropriate.

### 1-5 – Accounts held by a legally protected adult or an adult under family protection

#### 1-5-1 – Opening an account

The first account opened by the representative (the protected adult should not be the holder of any other account or passbook in any other banking institution) does not need the authorisation of a court (nor of the family council if one has been formed).

However, the opening of another account by the representative must be authorised by the court (or the family council if one has been formed). In this case, the authorisation must be provided to the Caisse Régionale and the account shall be opened in line with the conditions laid down in the court decision determining the nature of the protection measure, and setting the rules for representation and operating the account.

The account may not be a joint account. The closure of the account by the representative must be authorised by the court (or by the family council if one has been formed).

Where the protected adult is subject to a family protection measure, the opening and closing of accounts by the authorised person appointed by the court is to be carried out in accordance with the conditions laid down in the measure.

#### 1-5-2 – Adoption of a protection measure

When a protection measure is adopted for an account that is already open, it is the responsibility of the representative of the protected person, or the protected adult himself where the protection order applicable to the protected adult does not provide for a representative, to:

- inform the Caisse Régionale of this measure by providing a copy of the court decision establishing the protection measure,
- return, if applicable, any means of payment held by the person who has become a protected adult,
- request, if applicable, that the name of the account be changed, which will function from then on in accordance with the conditions laid down in the court decision. Any joint account must be closed or converted into an individual account, with the permission of the court or the family council, if one has been formed.

### 1-6 – Accounts held by an adult protected under an agreement (lasting power of attorney)

#### 1-6-1 – Opening an account

The account can only be opened by providing a copy of the lasting power of attorney signed by the clerk of the local court (greffier du Tribunal d'instance) and laying down the rules of representation and for operating the account.

The account may not be a joint account.

#### 1-6-2 – Adoption of a protection measure

When a protection measure is adopted for an account that is already open, it is the responsibility of the representative of the protected person to:

- inform the Caisse Régionale of this measure by providing a copy of the lasting power of attorney signed by the clerk of the local court,
- return, if applicable, any means of payment held by the person who has become a protected adult,
- request that the name of the account be changed, which will function from then on in accordance with the conditions laid down in the lasting power of attorney.

Any joint account must be closed or converted into an individual account.

#### 1-7 – Account held by a person bound by a Civil Partnership Agreement

If the Customer is bound by a Civil Partnership Agreement, except in the case where he expressly decides to open a joint signature account with his partner (cf. art. 1-3), it is expressly agreed that for the opening and operation of this account, the Customer is acting in his own name. Any transactions initiated on this account therefore require only his signature and are made in his sole interest.

#### 1-8 – Customer's duty to provide information

The Customer undertakes to immediately inform the Caisse Régionale in writing of any changes to the information concerning him occurring while this agreement is in force, including any information provided when the account was opened and notified to the Caisse Régionale, such as change of address, tax residence, or email address.

The Caisse Régionale cannot subsequently be held liable for using any information which has not been updated due to a failure to comply with this requirement, including for the purposes of using the Online Service.

#### 1-9 – Powers of Attorney

The Customer has the possibility of granting to one or more persons the power to carry out, on his behalf, in his name and under his full responsibility, any banking transactions laid down in the power of attorney. This power of attorney is granted to the proxy in a separate deed and will cease upon the death of the Customer (the grantor). The Customer's proxy shall thus be authorised to validly carry out, on behalf of the Customer, any transactions stated in the power of attorney that the Customer grants to him and for which the latter is liable.

In the event of revocation of this/these power(s) of attorney on his initiative, the Customer himself undertakes to inform his proxy/proxies and the joint account holders in the case of a joint account, of the end of power(s) of attorney and to notify his branch of the revocation by registered letter with proof of receipt, or to personally hand it in at his branch. The revocation takes effect from the date on which the Caisse Régionale is informed of it. Until this period has expired, the Customer remains liable for any transactions carried out by his proxy.

The Customer undertakes to recover and return any means of payment in the possession of his proxy/proxies.

In respect of the account over which the power of attorney is granted, the Caisse Régionale is released from its obligation to maintain banking secrecy vis-à-vis the proxy/proxies throughout the entire validity of the power of attorney.

For joint accounts, the parties agree that any power of attorney granted to a third party requires the consent of all of the joint account holders. The Caisse Régionale may refuse to accept the power of attorney or render it ineffective, particularly if the proxy does not provide proof of his identity and address.

#### 1-10 – Legal right to a bank account and access to basic banking services

Where the opening of an account by the Customer has been refused by the banking institution of his choice, he may send a request to the Banque de France in his name and on his behalf for the appointment of a credit institution to open an account for him, in accordance with the provisions of article L. 312-1 of the Monetary and Financial Code. If the Caisse Régionale is appointed by the Banque de France, it will put at the Customer's disposal, free of charge, any products and services provided for under the applicable law, which include the following: the opening, operation and closure of an account, one change of address per year, the provision on request of account identification slips, bank transfer mandates, monthly statements of the transactions carried out on the account, the cashing of cheques and bank transfers, SEPA (Single Euro Payments Area) debit transactions, SEPA interbank payment orders or SEPA bank transfers, the latter being possible over the counter or remotely, cash deposits and withdrawals at the counter of the Customer's branch, provision of a debit card with systematic authorisation, allowing online payment transactions and cash withdrawals in the European Union, provision of two cheques or an equivalent means of payment offering the same services per month, and the implementation of cash transactions.

The account must remain in credit at all times.

With this account, all transactions are recorded as simple entries (credit or debit) which, on closure, will produce a balance showing a credit in favour of the Customer or a debt due by him. It is expressly agreed that any securities, as well as any other guarantees linked to any transactions posted to the account, shall remain in effect until the account is closed, their effects being maintained in order to cover any possible outstanding negative balance.

When the account is opened, the Caisse Régionale will provide the Customer on request with his account number which gives the references of the account in the form of a printed account identification slip (Relevé d'Identité Bancaire) and also includes the International Bank Account Number or IBAN.

## **2-1 – Account management**

### **2-1-1 – Recommendation**

The Caisse Régionale will keep the Customer regularly informed of the situation of his account and of the entries made to it. However this does not grant exemption from keeping up-to-date accounts as transactions are carried out, and ensuring that there are sufficient available funds in the account before making any payments, and specifically before issuing a cheque.

Unless prior authorisation has been obtained from the Caisse Régionale, the account must always remain in credit. The Customer therefore undertakes to refrain from initiating any transactions in excess of the actual available balance or, if applicable, the agreed overdraft limit.

### **2-1-2 – Account statements**

Every month on a fixed date, and on condition that a transaction has taken place during this period, a paper account statement is provided free of charge to the Customer. Account statements may also be sent to the Customer in a different durable format, such as electronically:

- if the Customer chooses this option in the special conditions of this account agreement or through a specific agreement;
- at the discretion of the Caisse Régionale, whilst respecting the conditions determined by the regulations in force.

In any event, the Customer may at any time refuse any durable format other than paper and request a paper version.

The Customer may opt by specific agreement for account statements to be provided in an electronic format in his online account on the Caisse Régionale's website.

The parties may arrange for statements to be sent more frequently, in which case a charge may be made as shown in the tariff guide.

This statement is an important document. It allows the Customer to regularly monitor his account. Any failure to comply with this could constitute negligence on his part. If, on an exceptional basis, the Customer notices that a statement has not been made available within a week of the agreed date, he is advised to contact his branch immediately in order to obtain a copy. Also, if the Customer should come to live for an extended period of time at an address other than that to which his bank statement is usually sent, he should arrange for it to be forwarded.

The Customer should closely examine each statement as soon as it arrives or is made available, and inform the Caisse Régionale immediately of any anomaly. Once two months have passed from this date, the Client is presumed to have approved the statement. The same applies to statements for other accounts or savings products. Except in the event of force majeure, any objections raised more than two months after the statement was received or made available could be considered to constitute negligence, although the Customer will not be deprived of the right to contest the transactions. The Customer should be aware of the fact that for any objection concerning the payment services mentioned in article 3-2 the applicable period is 13 months, beyond which no objection is possible. This time limit may even be contractually reduced to 70 days for card payments, if the payment service provider of the payee is located in a State which is not party to the Agreement on the European Economic Area.

Two dates are shown on the statement for each transaction, the transaction date and the value date:

- the transaction date is the date recorded for accounting purposes for a transaction on the Customer's account; this is the date that is used by the Caisse Régionale to determine if there are sufficient funds in the account.
- the value date is linked to the time necessary for the clearing of certain transactions by the Caisse Régionale; this date only affects the calculation of any interest.

### **2-1-3 – Correcting Entries**

The Customer hereby authorises The Caisse Régionale to correct any entries by means of a reverse entry, i.e. by reassigning a corrective entry in the opposite direction, in the following cases:

For cheques :

Deposited cheques that are subject to clearance are recorded provisionally. If they are not honoured, the amount credited to the account may be reversed and the account balance rectified accordingly. This change would be effective on the value date of the initial entry. The debit entry of cheques issued by the Customer to a third party is provisional and does not constitute payment.

The Caisse Régionale can reverse this entry if there are insufficient funds in the account to cover the payment. In this case, the balance of the account would be rectified accordingly.

For payment services:

If the Caisse Régionale is required to support rejections at the request of the institution where the debtor's account is held, it will debit the amount from the Customer's account.

The debit entry of payment transactions made by the Customer to a third party is provisional and does not constitute payment.

The Caisse Régionale can reverse an entry if there are insufficient funds in the account to cover the payment. In this case, the balance of the account will be rectified accordingly.

In addition and generally speaking, debit or credit entries may also be reversed on the initiative of the Caisse Régionale:

- where a payment transaction has been erroneously credited or debited, or when the amount is incorrect;
- if the transactions gave rise to erroneous automatic entries to the account, for example due to computer issues.

In this case, the balance of the account will be rectified accordingly.

In any event, the fact that an account statement with a temporary entry, shown either as a creditor or as a debit, has been sent will not prevent subsequent rectification of this entry.

#### 2-2 – Autonomy of the agreement and conditions for offsetting

In accordance with the provisions of the Monetary and Financial Code and notwithstanding any provision to the contrary which may have previously been agreed by the parties, the latter hereby declare that this account agreement is separate from any other undertaking or agreement binding them or likely to bind them in the future. They expressly exclude any link between the holding and operation of this account, and any debt or reciprocal claim which currently exists or may exist in the future.

Nevertheless, after having firstly informed the Customer by any means available, the Caisse Régionale may offset any outstanding balance of this account against the balance in a different account held by the Customer at the Caisse Régionale, unless such offsetting is impossible under the statutory and regulatory standards governing the operation of these accounts, or causes the Customer to lose advantages without allowing him to avoid the costs and penalties. This clause does not constitute a merging of the interest rate scales of the accounts, which requires a separate deed.

#### 2-3 – Non-availability of funds following enforcement proceedings

Any funds in the account may be blocked through a garnishment or sequestration order served by a judicial officer at the request of an unpaid creditor, or through a third party debt order from the Public Treasury for priority tax debts, or by the attachment of a debt into the hands of a third party. Funds may also be blocked if the Caisse Régionale receives an objection from the Agricultural Social Mutual Fund (MSA), from one of the Old-age Pension Funds, or an administrative objection.

The Customer will automatically benefit, without needing to request it, from a non-attachable bank balance in accordance with the terms of the legislation in force. The Caisse Régionale will leave this sum, within the limit of the credit balance of the account(s) on the day of the proceedings, by priority in the Customer's current account, or if there are insufficient funds, in any other accounts the Customer might have, giving priority to the account which has the simplest rules for withdrawals. This sum may not be seized in the proceedings. The amount may be affected by current transactions, where applicable.

#### 2-4 – Foreign currency accounts

The opening of an account in a foreign currency at the Caisse Régionale is subject to the Customer signing a separate foreign currency account agreement. The operation of the foreign currency account shall be governed by the provisions of this agreement. For the purposes of clearing with Euro accounts, the exchange of foreign currency will take place at the buying and selling rates applied by the Caisse Régionale for the foreign currency in question.

Subject to the legislation in force, funds in foreign currencies deposited in secondary accounts may bear interest at the overnight interest rate set by the Crédit Agricole S.A. for the foreign currency in which the secondary account is held, minus a margin, and any commissions and accessory fees as may be provided for in the bank's general terms and conditions.

Interest paid in the foreign currency is paid in arrears, and the Caisse Régionale has the option of paying it into one of the accessory accounts or into the Euro account, the Customer bearing any exchange charges resulting from this payment.

#### 2-5 – Foreign currency transactions

The Customer authorises the Caisse Régionale to carry out a foreign currency transaction:

- when he asks the Caisse Régionale to initiate a transaction from his account in a currency other than that of the account.
- when he is the payee of a payment transaction carried out in a currency other than that of the account.

Foreign exchange transactions are conducted by the Caisse Régionale based on the buying and selling rates applied by the Caisse Régionale for the foreign currency in question on the day the funds are received or the payment order is issued, on condition that this takes place during the first part of the day (it is the Customer's responsibility to contact his Branch to find out the exact time). Otherwise the exchange rate for the following day will be applied.

The Customer will bear the foreign exchange risks due to fluctuations in the rate of the currency in question.

## 2-6 – Foreign transactions

This account is subject to the provisions regulating foreign transactions contained in the applicable texts. The Customer undertakes to comply with the said regulations for any transactions he initiates on his account, and to provide the Caisse Régionale with all the information required for control and reporting purposes concerning the nature, destination and origin of the movements recorded on the account. The Caisse Régionale reserves the right to suspend or reject any transaction which does not meet these conditions.

## ARTICLE 3 – MEANS OF PAYMENT

### 3-1 – Rules applicable to cheques

#### 3-1-1 – Cheque books

If the Banque de France's central cheque database (Fichier Central des Chèques) and, where applicable, the national database for personal credit repayment incidents (Fichier national des Incidents de remboursement des Crédits aux Particuliers or FICP) allow it, the Caisse Régionale may issue cheque books to the Customer on request. No cheque book other than those issued may be used, and the Customer undertakes to use them without changing, tampering with or deleting what is written on them.

If the Caisse Régionale does not immediately provide a cheque book, the Customer's situation may be re-examined on request, which may be made quarterly.

The Customer has several options for receiving a cheque book :

– to have it sent by standard or registered post,

– to collect it at the branch where the account is held. The choice is made by the Customer when ordering his first cheque book. He may later change his choice at any time, either in writing or by contacting his branch.

The cost of postal delivery is indicated in the tariff guide. Any cheque book that the Customer has in his possession is his sole responsibility. He may be held liable if he fails to take proper care of it.

The Caisse Régionale may refuse to issue, or suspend issuing, cheque books, but must give a reason for its decision, for example in the event that the Customer has been banned from issuing cheques or where an anomaly in the operation of the account has been detected which can be attributed to him, although the closure of the account may not be necessary. In this case, the Customer undertakes to immediately return his cheque books at the request of the Caisse Régionale, which may be made by any means. In the event that the Caisse Régionale has not authorised the Customer to use a cheque book, or has withdrawn the use of it for the above-mentioned reasons, the Customer may subsequently request that his situation be re-examined by sending a letter by standard post.

The Caisse Régionale will debit from the account any cheques that the Customer has issued and which have been presented for payment.

Withdrawing or blocking funds after a cheque has been drawn is prohibited and subject to criminal sanctions.

#### 3-1-2 – Non-crossed cheques

The Customer may be issued with non-crossed cheques on request, in which case the Customer must pay stamp duty, which will be debited from his account. The Caisse Régionale is required to keep a register of anyone who has requested non-crossed cheques. This register is sent to the tax authorities.

#### 3-1-3 – Banker's drafts

Banker's drafts, which are cheques issued by the Caisse Régionale to the order of a named person for a given amount, are available to the Customer provided there are sufficient funds available in the account, which is debited as soon as the request is made.

#### 3-1-4 – Cashing of cheques

As soon as a cheque is deposited, the Caisse Régionale credits the amount to the Customer's account, subject to full clearance. You are informed that under Article L131-82 of the Monetary and Financial Code, the Caisse Régionale is required to honour any cheque for 15 Euros or less drawn from a chequebook it has provided, regardless of the absence, insufficiency or unavailability of funds. In all other cases, the Caisse Régionale may debit the Customer's account in the event that a dishonoured cheque is returned. The Customer may then exercise recourse against the issuer of the cheque and, for this purpose, and under the conditions provided for by law, obtain a certificate of non-payment upon presentation of the cheque directly to the issuer's bank (or through the Caisse Régionale).

For cheques that are payable outside France, it is up to the Customer to obtain information concerning the legislation of the country in which such cheques are payable prior to depositing them for cashing.

The Customer also hereby acknowledges having been informed that the Caisse Régionale reserves the option to credit his account only once the cheque has cleared. In this case, the Caisse Régionale undertakes to inform the Customer in advance and to tell him how much time it generally takes for a cheque to clear. The Caisse Régionale may use any possible means to do so.

#### 3-1-5 – Cheques with insufficient funds

The existence of sufficient funds in the account is judged by examining the situation of the account on which the

cheque is drawn, regardless of the situation of the account(s), including savings accounts, and without the Caisse Régionale being required take into consideration any cheques which have not yet cleared the account.

If there are insufficient funds to cover a cheque, the Caisse Régionale:

1. will inform the Customer before the cheque is rejected, by any appropriate means, that his account balance is insufficient to cover the cheque and ask him to deposit funds into the account to avoid being banned from holding a bank account; for these purposes, the Caisse Régionale will ask him to provide his telephone numbers, postal address, email address and to regularly update this information as applicable, as the Caisse Régionale cannot be held liable if any information sent prior to the rejection of the cheque cannot reach the Customer due to the lack of such details.

2. where a cheque is rejected, send him a letter (lettre d'injonction) when the first incident occurs, prohibiting him from issuing cheques by registered post with proof of receipt, and if other incidents occur, a letter by regular post ordering him to:

- return any chequebooks in his possession, or in the possession of his representatives, to the banking institutions who issued them,
- desist from using any cheques other than "banker's drafts",
- inform the Caisse Régionale of the name and address of any representative(s) in possession of the chequebooks for this account. This letter indicates the conditions to be fulfilled in order to cease to be registered on the Banque de France's central cheque database (Fichier Central desChèques or FCC) and recover the right to issue cheques.

For joint account holders:

These provisions apply to all of the joint account holders and to any accounts held both with the Caisse Régionale and with any other banking institutions issuing chequebooks for individual or joint accounts, unless they have mutually agreed to designate a main account holder, against whom these sanctions are applicable and if the designated joint account holder has not renounced his appointment in a letter submitted to his branch or sent by registered letter with proof of receipt.

Likewise, the Caisse Régionale must take into account any disqualification from holding a bank account resulting from the declaration of another institution.

### 3-1-6 – Stopping a cheque

The Customer may stop a cheque for the following reasons: loss, theft, fraudulent use of cheques or in the case of safeguard, administration or compulsory liquidation proceedings involving the payee. In such a case, it is best to inform the Caisse Régionale immediately by telephone or to go in person to one of its branches. Any request to stop a cheque that the Customer makes by telephone must be confirmed in writing as soon as possible to the Customer's branch, along with proof of lodging a police report for theft, if applicable.

Any written request to stop a cheque on grounds other than those listed above is illegal and cannot be registered by the Caisse Régionale. If the real reason turns out to be illegal, the Customer risks criminal as well as civil sanctions.

## 3-2 – Rules applicable to payment services

### 3-2-1 – The rules applicable to all payment services

#### Consent and revocation

The Caisse Régionale will execute payment transactions or series of payment transactions for which the Customer has given his consent in accordance with the procedures in this agreement. The Customer may withdraw his payment order as long as it has not become irrevocable; any transaction performed after consent has been withdrawn shall be considered unauthorised. The Caisse Régionale may refuse a payment order. In this case the Caisse Régionale will give notice to the Customer of this refusal as soon as possible, by all means available, and provide him with the reasons for the refusal, unless the reasons relate to a statutory or regulatory prohibition. The tariff guide indicates any fees that may be charged where refusal is objectively justified.

#### 3-2-1-1 – Business days

For the purposes of this agreement, business days are, in principal, all the days of the week from Monday to Friday, except when these days are considered as legal holidays within the meaning of article L.3133-1 of the French Employment Code, plus Good Friday and Boxing Day. As an exception, extra days may occasionally be added to the list of non-business days. The Customer may consult the complete list of non-business days on the Caisse Régionale's website or in-branch.

#### 3-2-1-2 – Value dates

A value date that is unfavourable to the Customer may not be applied to payment transactions relating to payment services made in Euros (or in any other currency of a member State of the EEA).

#### 3-2-1-3 – Unauthorised transactions and incorrectly executed transactions.

The Customer must contest immediately and in writing any unauthorised or incorrectly executed transaction.

In any case, no objection will be considered once the maximum time limit of 13 months from the date the Customer's account was debited has elapsed. This time limit does not apply to card transactions involving a financial institution located outside the European Economic Area, for which a shorter maximum time limit is stipulated in the "Cardholder Agreement" defined in article 3-2-2-1.

In the event of an objection to an unauthorised or incorrectly executed transaction, proof that the transaction was authorised or that it was correctly processed must be provided by the Caisse Régionale.

If the objection concerns an unauthorised transaction carried out within the context of a recurring payment service (permanent standing order, direct debit etc.), the Caisse Régionale shall refuse to carry out any subsequent transactions. In the case of an unauthorised transaction, the Caisse Régionale reserves the right to request that the Customer provide any information which seems reasonably necessary to ensure that the Customer has the right to reimbursement for the transaction. In the case of an unauthorised transaction, the Caisse Régionale will immediately restore the balance of the debited account as it would have been in had the unauthorised

payment transaction not taken place.

### 3-2-1-4 – Liability of the Customer and of the Caisse Régionale.

Some payment instruments have a personalised security feature which includes any technical means provided by the Caisse Régionale to a Customer for the use of a payment instrument. For example, a bank card is a payment instrument with a personalised security feature in the form of a personal identification number (PIN).

The personalised security feature, which is Customer-specific and for which he is responsible, is used to authenticate it. The Customer must take all reasonable measures to safeguard the security of his payment instrument. The Caisse Régionale reserves the right to block any payment instrument with a personalised security feature for reasons linked to the security of the payment instrument, or where there is reason to suspect unauthorised or fraudulent use, or a significantly increased risk that the Customer may be unable to fulfil his liability to pay.

In this case, the Caisse Régionale will inform the Customer, by any available means, of the fact that the payment instrument is blocked, if possible prior to blocking it or immediately thereafter, unless providing such information would not be acceptable for objectively justified security reasons or is prohibited by other legislation. In the event of the loss, theft or misappropriation of such an instrument, the Customer must notify the Caisse Régionale without undue delay by any appropriate means, followed by notification in writing.

In the event of an unauthorised payment transaction resulting from the loss or theft of the payment instrument, until the Caisse Régionale is informed of said loss or theft, the Customer shall bear any losses relating to the use of the said lost or stolen instrument up to a legal maximum set at 150 Euros under article L. 133-19 of the Monetary and Financial Code. However, the Customer will bear any losses relating to unauthorised payment transactions in the event of fraudulent action, or if he has failed to fulfil one or more of the abovementioned obligations intentionally or through gross negligence.

The Customer shall not be held liable:

- In the event of an unauthorised payment transaction resulting from counterfeiting of the payment instrument if, at the time of the unauthorised payment transaction, the Customer was in physical possession of it.
- If the unauthorised payment transaction was carried out by misappropriation of the payment instrument or of the information associated with it without the Customer's knowledge.
- In the event of an unauthorised payment transaction carried out without using the personalised security feature.

Without prejudice to any additional claim for compensation that may be made against him, the Customer will bear the consequences of any fraudulent transactions in which he participated.

Specific provisions applicable to incorrectly executed transactions:

In accordance with article L.133-22 of the Monetary and Financial Code, the Caisse Régionale is liable, except in the case of force majeure or of statutory requirements to the contrary, for the execution of any payment transactions ordered by the Customer acting in his capacity as payer until receipt of the amount of the transaction by the payee's payment service provider, who then becomes liable for the transaction until receipt of the funds by the payee.

In the event of incorrect execution, the Caisse Régionale will refund to the Customer, without undue delay, the amount of the transaction and, if necessary, restore the balance of the debited account to the state in which it would have been if the incorrectly executed payment transaction had not taken place. When the payment transaction is ordered by the Customer acting in the capacity of payee, the Caisse Régionale is responsible for the correct transmission of the payment order to the payer's payment service provider.

The Caisse Régionale is not liable for the incorrect execution of payment orders where the Customer has provided an incorrect unique identifier. In the event of an incorrectly executed transaction, at the Customer's request the Caisse Régionale shall make reasonable efforts to trace the payment transaction.

## 3-2-2 – Payment services proposed

### 3-2-2-1 – Issuance and use of a payment card

Subject to acceptance by the Caisse Régionale, any Customer who so desires, may be issued a payment bank card. If the Caisse Régionale refuses to issue one, it shall give the reasons for its decision on written application from the Customer. In this situation, the Customer may subsequently ask for his situation to be re-examined.

When a card is provided, the conditions of its use are laid down in the "Cardholder Agreement". The Cardholder Agreement is a separate contract, the provisions of which must be disclosed to the Customer, who in signing the said contract, is deemed to agree to them.

### 3-2-2-2 – Bank transfers – Direct debits – SEPA payments

#### Transfers Issued

#### SEPA Instant Credit Transfers

The issuance of SEPA Instant Credit Transfers shall be subject to all the rules governing the issuance of transfers as they are laid out in this article, except in special circumstances described below, in which case such rules shall not apply.

The Regional Bank shall notify the Customer using all available means once the SEPA Instant Credit Transfer service becomes available. The Regional Bank shall also inform the Customer using all available means once the various channels have been put in place through which the Customer will be able to make SEPA Instant Credit



Transfers (through remote banking services, online banking facilities - the Cr dit Agricole online service, mobile applications, website - and through the Customer's branch, etc.).

A SEPA Instant Credit Transfer is a credit transfer denominated in euros through which payments can be made between two accounts held with financial institutions located in the same country or in two countries within the Single Euro Payments Area, assuming that both institutions provide such a service. As an exception to the provisions above, to begin with, SEPA Instant Credit Transfers shall only be possible if the financial institution of the recipient of the transfer is located in France. The SEPA Instant Credit Transfer service will subsequently be gradually extended to financial institutions in all countries in the SEPA area. The Customer shall be notified of this using all available means.

Occasional SEPA Instant Credit Transfers for immediate or deferred execution and permanent SEPA Instant Credit Transfers will be possible depending on the channel made available to the Customer by the Regional Bank (remote banking services, online banking facilities - the Cr dit Agricole online service, mobile applications, website - and through the Customer's branch, etc.).

#### Prerequisites:

The Regional Bank shall execute, within the timeframe stipulated below, SEPA Instant Credit Transfer orders placed by the Customer through the channels provided by the Regional Bank. Depending on the channel used, the Customer will be required to enter all or some of the following information: the number of the account from which the transfer will be issued, the transfer amount and the beneficiary's International Bank Account Number (IBAN) or any other element identifying the beneficiary (mobile phone number, email address).

SEPA Instant Credit Transfers shall be subject to a maximum authorised amount per transfer. This maximum authorised amount may change and shall be communicated to the Customer by the Regional Bank using any available means.

#### Execution time for SEPA Instant Credit Transfers:

SEPA Instant Credit Transfers may be issued at any time, except when otherwise dictated by exceptional circumstances, and shall be processed within a maximum timeframe of twenty (20) seconds. Any order not processed within this twenty (20) second timeframe shall become null and void, in which case the Regional Bank shall have the Customer's implicit approval to make a reverse entry in the amount corresponding to the SEPA Instant Credit Transfer debited from his or her account, crediting the account for that amount. Orders that can be processed within the timeframe shall result in an immediate debit from the Customer's account.

#### 3-2-2-2 – Receiving a transfer

##### SEPA or international transfers:

When a transfer is received, the Caisse R gionale is only required to verify the exactitude of the information relating to the Customer that is obligatory for the execution of the transfer.

Transfers received in a currency of a member State of the SEPA are available the day they are received by the Caisse R gionale, on condition that they are converted into the currency of the account in accordance with article 2-5.

If the day the funds are received is not a business day, the funds are made available to the Customer the next business day.

Transfers received in the currency of a country which is not a member of the SEPA are made available as soon as possible, taking into account the nature of the transaction.

The Caisse R gionale is authorised to reverse the transaction and debit the Customer's account where a transfer is erroneously sent or credited or the amount is incorrect.

Information relating to transfer orders appears on the Customer's bank statement, including the name of the issuer, any associated fees, the amount and the date when the Customer's account was credited and, for cross-border transfer orders, confirmation indicating the exchange rate, if applicable.

Instant SEPA Transfer: the receipt of an Instant SEPA Transfer is subject to all the rules regulating the receipt of transfers contained in this agreement, except as specifically given below, which are exemptions from the said rules.

An Instant SEPA Transfer is a transfer made in Euros allowing payments to be made between two accounts held by financial institutions based in the same country, or in two countries in the SEPA, on condition that the two financial institutions in question offer this payment service under the conditions given in this article.

An Instant SEPA Transfer is made within a maximum of twenty (20) seconds. In the event that the issuer's financial institution is informed that it will take longer than twenty (20) seconds, the transfer will not go through. Where the transfer can be carried out within this time limit, the Caisse R gionale will make the funds available to the Customer immediately after they are received in its accounts. It is possible to receive an Instant SEPA Transfer at any time, except in exceptional circumstances.

The amount of an Instant SEPA Transfer is limited. The Customer will be notified of this limit, which is subject to change, by any method by the Caisse R gionale.

The Caisse R gionale will inform the Customer by any method when the service for receiving Instant SEPA Transfers will be available. In addition, for the time being, Instant SEPA Transfers can only be received if the financial institution of the issuer of the said transfer is based in France. The service for receiving Instant SEPA Transfers from financial institutions in all countries in the SEPA will then be implemented gradually. The Customer will also be informed of this by any method.

Receipt of credit transfers using the payee's telephone number:

The service for sending and receiving credit transfers using the payee's telephone number is an interbank payment solution that can be accessed online, in particular from a telephone and a mobile application. This service enables any person who has subscribed thereto to issue credit transfers (SEPA Instant Credit Transfers or SEPA Credit Transfers) simply by entering the payee's telephone number.

To enable the Customer to be the payee of credit transfers issued via this service, Caisse Régionale, on the basis of its legitimate interest (consisting of making available to its Customers the possibility of being payees and being credited with credit transfers made using their telephone number without having to provide their IBAN to the issuer), will process the following two types of personal data: the Customer's mobile telephone number and a technical identifier created for this purpose. In this connection, the Customer is hereby informed that Caisse Régionale will transmit these two types of personal data to its subcontractors involved in providing this service for inclusion in an interbank database managed for this purpose by said subcontractors. Caisse Régionale will only submit the Customer's mobile telephone number to such interbank database after having verified it using a procedure to ensure its reliability.

If the Customer's mobile phone number has already been included in the interbank database under the same conditions by another institution with which he has another account, the Customer may contact Caisse Régionale to request that credit transfers made to him using his mobile phone number be credited to his account with Caisse Régionale.

In any event, Caisse Régionale reserves the right not to process these data and not to submit them to the interbank database for regulatory or technical reasons. This processing will automatically end when this account is closed.

The Customer hereby expressly accepts this method of operation. If the Customer wishes to waive the right to receive credit transfers under the conditions described above and to object to the transfer of his data, he may at any time submit a written request to this effect to Caisse Régionale.

Specific provisions for direct deposits:

The Customer may have his salary or any other income paid directly into his account: all he has to do is provide his bank account details to his employer or to his debtor, who will give the transfer order to his own payment service provider.

SEPA Instant Credit Transfers

Transfers Received

The receipt of SEPA Instant Credit Transfers shall be subject to all the rules governing the receipt of transfers as they are laid out in this article, except in special circumstances described below, in which case such rules shall not apply.

Should the issuer's financial institution be notified that an order cannot be processed within the twenty (20) second timeframe, the transfer shall not be executed. Where a SEPA Instant Credit Transfer can be executed within that timeframe, the Regional Bank shall credit the amount to the Customer's account as soon as it enters its books. SEPA Instant Credit Transfers may be received at any time, except when otherwise dictated by exceptional circumstances.

To begin with, the receipt of SEPA Instant Credit Transfers shall only be possible if the financial institution of the issuer of the transfer is located in France. The receipt of SEPA Instant Credit Transfers will subsequently be gradually extended to financial institutions in all countries in the SEPA area. The Customer shall be notified of this using all available means.

3-2-2-2-3 – Direct debits

A direct debit is a means of payment for which the creditor initiates the payment. Details of SEPA direct debits are provided below. A SEPA direct debit is a payment service that can be used for recurring or single payments in Euros carried out in the Single Euro Payments Area (SEPA).

In order to authorise a direct debit, the Customer must enter his bank account details on the "SEPA direct debit mandate" which his creditor has sent to him, sign it and return it to his creditor (or fill out and sign an e-mandate electronically online).

A "SEPA direct debit mandate" (SDD mandate) is a double mandate given by the debtor authorising his creditor to issue European direct debit orders and the Caisse Régionale to pay these direct debits when they are presented. The creditor must verify the data on the mandate and send it to the Caisse Régionale. He must also keep the mandate. If 36 months pass without a direct debit being executed, a SEPA direct debit mandate becomes null and void. The creditor may initiate a process, after informing the Customer of his intentions, whereby a domestic direct debit migrates to a SEPA direct debit without it being necessary for the Customer to sign a new mandate, whilst continuing to benefit from any stopped payments.

Unless the amounts of the direct debits have been set in advance, the creditor who has been authorised to issue direct debits will inform the Customer prior to each execution date of the amounts to be directly debited.

The Customer may make a request in writing to be reimbursed for the amount of any debit executed under a valid direct debit mandate within eight weeks of the date his account is debited, the Caisse Régionale not being liable for any consequences of the execution of such a measure in relation to the Customer and the payee of the direct debit.

The reimbursement shall be limited to the amount of the contested transaction and will take place within 10

business days of receipt of the request from the Customer. This request for reimbursement does not lead to the revocation of the direct debit mandate.

However, if the objection concerns an unauthorised transaction carried out within the context of a recurring payment service, the Caisse Régionale will refuse to carry out any subsequent transactions.

The Customer also authorises the Caisse Régionale to pay any direct debit presented by a creditor succeeding to the rights of the creditor in whose favour the Customer had originally given his authorisation, for example following a merger or acquisition or the partial sale of assets. The Customer is required to inform his creditor of any change to his bank account details which would prevent the creditor from issuing direct debits.

**Revocations and Objections:**

The Customer may revoke his direct debit mandate, making it impossible for the creditor to issue direct debit orders on the Customer's account, no later than the business day preceding the agreed execution date.

The Customer is requested to inform his creditor of this in advance and will be liable towards his creditor for the consequences of his request for revocation or objection.

When the Customer revokes a direct debit mandate with the creditor, he is advised to also inform the Caisse Régionale. The Customer may oppose any direct debits that might be presented on his account, according to criteria selected from existing options, after signing a mandate or even as a preventive measure in the absence of a mandate. He can thus request the blocking of certain direct debits depending on the payee and/or the amount and/or the frequency. The direct debits thus blocked can be either any direct debit presented on the account, or direct debits issued by certain creditors indicated by the Customer. The Customer may also block any direct debit presented on the account except those issued by creditors to whom he has given prior authorisation. An objection makes it impossible for the creditor to issue direct debit orders on the Customer's account.

In order to be effective, the objection must be lodged no later than the business day prior to the agreed execution date. At both the time an objection is raised and subsequently, the Customer is requested to ensure that the objection will not have harmful consequences for current or future creditors. The Caisse Régionale is not liable for any damage caused by the Customer which might result from an objection to a direct debit carried out as his request.

Where the Customer sets a limited number of direct debits over a given period, the Caisse Régionale will accept an additional direct debit during this period if this additional direct debit was not carried out over the course of the previous period without having been the subject of an objection.

For each objection detailed above, the Customer must fill out and sign a form in-branch. The objection will be effective until it expires or until it is cancelled by the Customer in-branch.

#### 3-2-2-2-4 – TIP (Titres Interbancaires de Paiement - Interbank Payment Orders)

The Customer may use this payment service at the request of an institution who will send a SEPA TIP, which the Customer must then date, sign and return in order to authorise his account to be debited.

In the event that the Caisse Régionale refuses to pay a TIP, it shall inform the Customer of the refusal and of the reason, unless prohibited by law. This information is provided to the Customer by all means available.

#### 3-2-2-2-5. IBAN checks

The Customer is informed that the IBAN that he issues to other payers for the purposes of transfers and direct debits may, at the request of the payer's payment service providers, be subject to compliance checks on the bank details by the Caisse Régionale.

These checks relate to the Customer's first and last names and date of birth. The result of the checks is intended for the payer's payment service provider on behalf of its client and kept for thirty (30) days by the Caisse Régionale. The result may also be used and kept by the Caisse Régionale for five (5) years for the purposes of combating fraud and customer protection. For information concerning him, the Customer has the rights given in article 11 – Computer processing and freedom of information – Professional Secrecy.

#### 3-2-2-2-6 – Cash transactions

The Customer may make cash withdrawals and deposits with the Caisse Régionale.

For deposits, the Caisse Régionale will credit the Customer's account after having verified the authenticity and validity of the cash deposited. The Customer may:

– either pay in cash in his branch if it has a cash desk, in which case the Caisse Régionale will provide a cash deposit slip.

– or by using a depository box. The account will be credited with the sum deposited, subject to verification by the Caisse Régionale of the total cash deposited. The record of the transaction and the amount made by a representative of the Caisse Régionale constitutes proof between the parties, unless proved otherwise by all means available by the Customer or the Caisse Régionale. In the event of a deposit of counterfeit money, the Caisse Régionale will withdraw the money concerned from circulation and will not credit or, if already credited, reverse the corresponding amount in the Customer's account.

#### 3-2-2-2-7 – Other payment services:

Where the Caisse Régionale offers the Customer payment services not mentioned in this current account agreement, the information relating to these new services is covered by a specific payment services framework agreement or an amendment to the account agreement in accordance with the conditions defined in article 9.

## ARTICLE 4 – ONLINE SERVICES

The Caisse Régionale will provide Customers with an online banking service allowing him to carry out banking, financial and other transactions offered by the Caisse Régionale using the various channels of communication defined below, and to take advantage of certain other services.

In this context, the Customer undertakes to comply with the associated procedures and instructions, as provided for in these General Terms and Conditions, or as will be provided to him in advance by the Caisse Régionale in a specific document or separate agreement.

By signing this agreement, the Customer gains access to a service for consulting his accounts remotely via the internet (the Caisse Régionale's website and «Mobile Internet» services) and for making internal inter-account transfers in his Customer perimeter.

The Customer perimeter covers the accounts held with the Caisse Régionale for which the Customer has the role of holder, co-holder, legal representative or proxy. Any additional services are subject to a separate agreement.

## **4-1 – General Description**

### **4-1-a – Définitions**

The online banking Service or the Service means all of the services put at the disposal of the Customer by the Caisse Régionale, or by its intermediary, via one or more channels of communication as defined in article 4-4, allowing the Customer to consult his account, send orders, subscribe to products and services and carry out any other transaction that might be proposed by the Caisse Régionale. In order to perform the same transaction, the Caisse Régionale may offer the use of one or more channels of communication to the Customer. The online banking Service may also be put at the disposal of the Customer for a transaction initiated or finalised in-branch.

The login details for the Service means any login details sent to the Customer by the Caisse Régionale, as well as his personal code or exclusive and confidential access code, which allow the Caisse Régionale to identify him when he logs on to the Service.

Electronic Signature means any identification process used by the Caisse Régionale to identify the Customer, as well as any technical process used by the Caisse Régionale to obtain his consent for transactions carried out using the Service.

### **4-1-b – Conditions of use and operation**

The Caisse Régionale draws the Customer's attention to the fact that using the Service via the internet requires appropriate computer equipment and software, and thus requests that the Customer acquaints himself with and complies with all the general recommendations relating to computer security, in particular when connected to the internet. For this purpose, the Customer must ensure the safe custody and proper functioning of his computer equipment and/or mobile terminal and the codes for accessing any such equipment, if applicable. In the event of failure to do so, the Caisse Régionale cannot be held liable.

Access to the internet (including the choice of internet provider) and the mobile telephone network (including the choice of telephone operator) is the responsibility of the Customer, for which he will pay any connection and subscription charges. The Customer is personally responsible for verifying the compatibility of the equipment and/or mobile terminal with the software to be used with the Service offered by the Caisse Régionale.

The Caisse Régionale cannot be held liable for the quality of the Customer's internet connection. The Caisse Régionale cannot be held liable for any possible malfunctioning of the Customer's apparatus before, during or after using the technical solutions, including in the context of the electronic Signature used for products and services to which the Customer has subscribed.

The Caisse Régionale undertakes to exercise due diligence in order to limit the risks linked to a breach of the security of the Service, particularly with regard to the electronic Signature facility used in connection with the Service.

However, given that the internet is an open network, and as such is vulnerable to a certain number of risks, the Caisse Régionale cannot guarantee access to the service and its unlimited availability. The Customer hereby declares that he expressly accepts these risks and will take all the required and usual and/or necessary precautions to ensure the protection of his personal data and/or software against contamination by viruses that might be contained in files and documents circulating on the internet and mobile phone networks. This article does not apply where the Customer uses the tools put at his disposal by the Caisse Régionale in its branches.

## **4-2 – General contractual framework applicable**

When the Customer uses the Caisse Régionale's Service, he undertakes to comply with the procedures and rules provided herein and/or any that are notified to him in advance, using any suitable means or medium, or in a specific agreement, the provisions of which will be fully and validly binding on him. They may exceptionally derogate from the provisions of these general terms and conditions for the area to which they apply.

If the Customer wishes to subscribe to products or services through the functionalities of the Service, as part of the contractual process the Caisse Régionale may send the Customer any specific contractual provisions which might apply to the products and services selected or, where applicable, to the channel of communication used by the Customer. These contractual provisions may, where appropriate, derogate from the provisions of these general terms and conditions, for example in order to adapt them to any specificities or opportunities linked to the type of online relationship.

However, in the event of a contradiction or inconsistency between the provisions of these various contractual documents, they will prevail in the order in which they are listed below:

- the contractual provisions specific to the products or services offered by the Caisse Régionale or by its intermediary, and subscribed to by the Customer via the Service;
- where applicable, the document containing the terms and conditions applicable to the communications channel used;
- these general terms and conditions;
- where applicable, the Crédit Agricole Online – Personal Customers Subscription Contract.

## **4-3 – Conditions of access to the Service**

When using the service, the Customer may be required to log in by using specific security features set up by the Caisse Régionale, which vary according to the sensitivity of the transactions proposed (electronic certificate, SMS code, login details, etc.) and to the communications channel used to carry out the transaction.

The Customer must refrain from communicating to any third party whatsoever any login details or any other specific security feature which the Caisse Régionale may have sent him.

The Customer undertakes to protect and keep secret his login details or any other specific security features which may have been sent to him by the Caisse Régionale. The Customer undertakes to inform the Caisse Régionale, without undue delay, of any breach of confidentiality, loss or anomaly detected regarding the above. The Customer is solely liable for any change to his personal code.

The Customer alone assumes the consequences of divulging his login details or any other specific security features which may have been sent to him by the Caisse Régionale.

For joint accounts, each holder will be provided with his own login details.

#### **4-4 – Channels for carrying out transactions**

##### **4-4-1 – Website and Mobile Applications / Crédit Agricole Online Service**

The Caisse Régionale will provide customers who are suitably equipped with access to the Service via the Caisse Régionale's website or via the mobile applications offered by the Caisse Régionale, hereafter referred to without distinction as «Crédit Agricole Online Service». The Customer is informed that in order to use the Service via the Caisse Régionale's mobile applications, he must first accept the General Conditions of Use for each application and, if applicable, the General Conditions of Use of the application's downloading service.

The list of operations possible and the functionalities available as described in this article may vary depending on technological and regulatory developments and depending on the channel used by the Customer (website or mobile application).

##### **4-4-1-a – Beneficiaries**

The Service is provided for personal customers with individual, joint, or joint-signature accounts with the Caisse Régionale.

##### **4-4-1-b – Transactions possible**

Access to the Crédit Agricole Online service allows the Customer to carry out various transactions, including:

- consulting the accounts open with the Caisse Régionale of which the Customer has the role of account holder, joint account holder, legal representative or proxy;
- sending orders relating to the abovementioned accounts, depending on the type of products and services to which the Customer has subscribed;
- accessing information related to contracts that he has entered into with the Caisse Régionale or through the latter's intermediary, whether it be contracts already entered into on the date of signing these general terms and conditions, or any that may be signed in the future;
- formalising his consent for transactions linked to the subscription to products or services proposed by the Caisse Régionale or through the latter's intermediary, using an electronic Signature.

The transactions that may be carried out may be modified as part of another agreement signed between the Caisse Régionale and the Customer.

##### **4-4-1-c – Customer messaging service**

As part of the Crédit Agricole Online service, the Caisse Régionale will put at the disposal of the Customer a secure messaging service, hereafter referred to as

«Customer Messaging», which is strictly reserved for the sending of information between the Caisse Régionale and the Customer. Customer messaging allows the Customer to receive, for example, general informational messages on its products and services, commercial messages, safety messages and, where applicable, to communicate with his advisor or any other contact person assigned as part of the banking relationship. As such, the Customer must refrain from sending any messages not directly falling under this remit. In addition, the Customer agrees to make reasonable use of the Customer messaging service (frequency of sending messages, the contents of messages etc.) and is advised that it is subject to technical (storage capacity) and security constraints, which are subject to change over time.

Customer messaging does not allow requests for banking transactions (transfer orders, stock trades etc.) to be implemented or amendments to contracts or the creation or cancellation of mandates. In these circumstances the Customer must either use the functionalities offered through the Crédit Agricole Online service, or make his request in-branch.

The Caisse Régionale is free to agree to any other requests from the Customer via Customer messaging and, when it does agree to implement them, must execute them within the time frame requested by the Customer.

It is specifically stated that any updates to a Customer's personal data and information is always subject to the submission of supporting documents.

The Customer messaging service also allows the Customer to send electronically any documents requested by the Caisse Régionale as part of the banking relationship, such as supporting documents allowing the Customer's data and personal information to be updated, or the subscription of new products and services. The Customer is informed that sending documents through the Customer messaging service does not constitute validation of them by the Caisse Régionale, who will carry out all the usual checks after transmission.

##### **4-4-1-d – Instant messaging via Chat and Video-conferencing**

As part of the Crédit Agricole Online service, the Caisse Régionale may put at the disposal of the Customer an instant electronic messaging service, hereafter called «Chat» and video- conferencing, hereafter «Visio». This service is available to provide information on navigating the communication channel or assistance with a product or service sold by the Caisse Régionale. Communication of information on a product or service does not assume that the user is eligible for the product or service concerned.

The Caisse Régionale reserves the option of offering the Customer the possibility of completing operations relating to the management of his accounts or subscription of financial services (banking products, insurance products etc.) via the Chat or Visio service. In this case, the Caisse Régionale may ask the Customer to undergo additional authentication checks, using specific security features which may vary depending on the sensitivity of the operations (a code by SMS, for example), and to record and retain conversations for a period of time that complies with the legal provisions in force. In addition, all the required documents (general conditions of the products concerned, tariffs, any information sheets, or documents containing the subscription terms and conditions etc.) will be provided to the Customer, in accordance with the legal provisions in force.

#### 4-4-1-e- «E-Documents» Area

As part of the Crédit Agricole Online service, <the Caisse Régionale or the Banque Chalus> puts at the disposal of the Customer an area, hereafter referred to as «e-Documents», where it provides the Customer with any documents on a durable medium in electronic format, including:

-Documents such as account statements may be provided electronically in the e-Documents area:

- if the Customer chooses this option in the special conditions of this account agreement or through a specific agreement;

- at the discretion of the Caisse Régionale, whilst respecting the conditions determined by the regulations in force.

In any event, the Customer may at any time refuse any durable format other than paper and request a paper version.

- a digital copy of documents provided by the Customer as part of the banking relationship and retained by the Caisse Régionale.

The list of electronic documents that may be available in this area is subject to change. In addition, the provision of certain electronic documents in the e-Documents area, such as account statements, is subject to a separate ad hoc agreement signed by the Customer. It is also stipulated that the name of the «e-Documents» area may vary depending on the channel used by the Customer (website or mobile application).

The Customer will be informed when documents are available in his e-Documents area by any appropriate means.

Electronic documents provided in this area comply with the conditions for durable media determined by the regulations in force. They can be freely consulted and saved by the Customer to his personal storage devices (hard drive, USB key etc.). The Customer is informed that these documents are available in the e-Documents area for the predetermined period indicated. The Customer may also ask the <the Caisse Régionale or the Banque Chalus> to ensure that these documents remain available.

The electronic documents available in this area can be consulted freely and saved by the Customer on his personal storage devices (hard drive, USB key etc...). The Customer is nonetheless informed that these documents are only made available and archived in the e-Documents area for the predetermined period indicated.

The Customer undertakes to inform the Caisse Régionale immediately of any anomaly he may detect in the content of the electronic documents available in the e-Documents area. The Customer also undertakes to report any access problems as soon as possible in order to allow the Caisse Régionale to maintain the quality of the service. In the event of a technical problem making it impossible to use the e-Documents area, the Caisse Régionale may, as soon as it is advised of the problem, send documents in paper format. In any event, the Customer may always ask his branch to send documents in paper format.

In addition, the e-Documents area put at the disposal of the Customer may also contain, depending on the channel used (website or mobile application), a special section allowing him to send, in electronic format, any document requested by the Caisse Régionale as part of the banking relationship, such as supporting documents allowing the Customer's data and personal information to be updated, or the subscription of new products and services. The Customer is informed that the electronic transmission of documents via this special section does not constitute validation of them by the Caisse Régionale, who will carry out all the usual checks after transmission.

#### 4-4-2 – Téléphone

The Caisse Régionale reserves the option of offering the Customer the possibility of subscribing to financial products and services (banking products, insurance products etc.) during a telephone conversation. All of the contractual documents necessary (general conditions applicable to the products in question, rate schedules, possible prospectuses, documents containing the terms and conditions of subscription by telephone, etc.) shall be provided to the Customer within the context of this transaction, either prior to the call or immediately afterwards.

#### 4-4-3 – Electronic transactions carried out in-branch

The Caisse Régionale may suggest that the Customer carries out certain transactions in electronic format in-branch, such as subscribing to financial products or services (banking products, insurance products etc.), through the use of an electronic Signature.

All of the contractual documents necessary for subscriptions carried out electronically in a branch (general conditions of the products concerned, tariffs, any information sheets, or documents containing the subscription in

electronic format in a branch, etc.) shall be provided to the Customer prior to subscribing.

Prior to the first use in-branch by the Customer of an Electronic Signature for carrying out banking and financial transactions, a document explaining the conditions of use of the process will be provided to the Customer for acceptance on his part.

#### 4-4-4– Other channels

Transactions may be carried out by all other means of electronic communication, remotely, in-branch or in any other place where the Customer happens to be, depending on technological advances and on the channels offered by the Caisse Régionale.

#### 4-4-5– Rates for the Service

Access to the Service is invoiced in accordance with the provisions of the bank's general terms and conditions..

## ARTICLE 5 – PROOF

### 5-1 – Proof of transactions

The Customer and the Caisse Régionale agree to set, as part of these general terms and conditions, the rules relating to the evidence admissible between them in the event of a dispute relating to the Service. The provisions which follow thus constitute the agreement on proof entered into by them, and they hereby undertake to comply with this article. They may be supplemented, where applicable, by the provisions of the specific document applicable to each type of contract provided to the Customer in the context of the contractual process as referred to in article 4-2.

The Customer and the Caisse Régionale undertake to accept that in the event of a dispute:

- the login details used in connection with the Service proposed by the Caisse Régionale, such as those mentioned in article 4-3 are admissible in a competent tribunal or court as proof of the information and the facts that they contain and of the signatures and the authentication procedures that they represent.

The Customer hereby acknowledges that, once his login details or any other specific security feature which the Caisse Régionale has provided to him have been activated, and in the absence of any revocation application on his part, any actions carried out on his account will be attributed to him. Any revocation application must be made in accordance with the terms that had previously been provided when he was informed of his login details or the specific security feature.

- likewise and generally speaking, entries are posted to accounts based on a handwritten order of the Customer or on an order from the Customer in paperless format (by magnetic, electronic, computerised, or similar means) or their reproduction in a digital format. These elements, as well as any digital evidence produced by the parties to execute the transactions, where applicable, therefore constitute proof that the transactions were carried out and justification of their being posted to the account.

- electronically-certified time-stamped dates, when the Caisse Régionale deems it necessary to generate them, are admissible in a competent tribunal or court as proof of the information and facts that they contain.

- any contracts signed using an electronic Signature and kept in the archives of the Service, associated emails and acknowledgments of receipts, as well as any elements contributing to the online transaction and incorporated into the evidence File, are admissible in court as proof of the information and the facts that they contain.

The evidence File means all the information created when carrying out a transaction by electronic Signature using an electronic certificate between the Customer and the Caisse Régionale, which is then kept for a period which complies with the statutory requirements, thus allowing the traceability of the transaction carried out.

- any transactions made, or contracts concluded, using a Signature and archived as part of the Service, associated emails and acknowledgments of receipt, as well as any elements that contributed to the transaction thus carried out, are admissible in court as proof of the information and the facts that they contain.

As part of the relationship between the Customer and the Caisse Régionale, proof of connections and of other identification information will be established whenever necessary by using the log of transactions and connections kept by the Caisse Régionale and made available to the Customer on request.

In the event of a contradiction between any of the information held by the Caisse Régionale and the written confirmation of the Customer, the information held by the Caisse Régionale shall prevail. Proof to the contrary may be provided by the Customer by all means available.

However, where it is a question of a payment transaction carried out without an order having been signed, for which the Customer denies having given his consent, or claims that it was not executed correctly, it is up to the Caisse Régionale to prove that the transaction in question was authenticated, duly recorded and posted to the account and that it was not affected by a technical or other kind of problem.

For this reason, any paperless recordings linked to the use a payment instrument, or their reproduction in digital format, that may be produced by the Caisse Régionale are not necessarily in themselves sufficient to prove that the transaction had been authorised or that the Customer had not, either intentionally or in a grossly negligent manner, failed to fulfil his obligations.

In any case, it is the responsibility of the Customer to keep all proof of his transactions, originals or copies in whatever the format that may be (account statements, credit card slips, deposit slips, transaction summaries, transaction acknowledgements etc.).

For transactions carried out by telephone, the Customer expressly authorises the Caisse Régionale to record his telephone conversations with any personnel of the Caisse Régionale participating in these conversations for reasons of proof, and also for the training of call centre staff, subject to the provisions of article 11. The recording

of conversations shall take place after informing the Customer, using an approved system.

For transactions carried out by the Customer as part of the Crédit Agricole Online Service, the Caisse Régionale will ensure the traceability of the different phases and functionalities laid down in Article 4-4-1 hereof (such as connections, clicks, any subscriptions to the products or services offered etc.).

Traceability information relating to the subscription of products or services is recorded in a log of transactions and connections, and concerns the identifications, conversations and orders carried out. Each transaction (identification, order) is thus time-stamped and recorded.

As part of the traceability measures taken by the Service, the Caisse Régionale complies with the statutory requirements applicable to gathering connection data, and specifically the provisions of the Computer Processing and Freedom of Information Act of 6 January 1978, as amended.

## **5-2 – Electronic copy of paper documents**

The Caisse Régionale may keep, in a Paperless processes secure format meeting the conditions provided for by law and jurisprudence, any cash-desk documents, proof of transactions or any other documents in paper format bearing the Customer's signature. The parties acknowledge the probative value of reproductions of documents made in these conditions.

# **ARTICLE 6 – TARIFFS**

## **6-1 – Fees and Commissions - Revision**

The tariff guide for personal Customers includes the standard prices and the commissions, interest and/or fees applicable to the transactions and services to which the Customer has access or may have access for managing his current account or pursuant to specific agreements. The tariff guide is given to the Customer with this agreement and forms an integral part of it. As far as non-standard products and services that might be offered by the Caisse Régionale are concerned:

– all the pricing conditions currently applicable at the Caisse Régionale are permanently at the disposal of the Customer in-branch or on its website.

– when the Customer makes an application for a non-standard product or service, the Caisse Régionale undertakes to provide him with the price before subscription and obtain his consent before invoicing him.

The tariff guide also states:

– the value dates applicable to cheque deposits

– the fees relating to the application of the bank card contract called the "cardholder agreement" which is signed by the Customer in a separate document, or to any other specific agreement relating to the use of any other means of payment,

– the fees applicable to incidents relating to the operation of the account resulting, for example, from an overdraft or the use of a means of payment.

The Customer hereby authorises the Caisse Régionale to debit from his account all such fees and commissions, as well as any handling fees and other fees and commissions of any type whatsoever stated in the tariff guide, along with the bank's general terms and conditions.

These general terms and conditions may be revised and new fees, charges and commissions may be added. The Caisse Régionale undertakes to inform the Customer in writing of the new tariff conditions prior to their taking effect at least 2 months before they become applicable. Proof that this information has been sent by the Caisse Régionale may be established by all means available. In the absence of proof to the contrary provided by the Customer, failure to raise an objection within 2 months of sending this information constitutes acceptance of the new tariff. If the Customer refuses, he may terminate this agreement without incurring any fees or commissions, in accordance with the conditions laid down in article 7.

In January each year the Customer is provided with a document, which is separate from his account statements, summarising the total charged by the Caisse Régionale over the course of the previous calendar year for the products and services used by the Customer for the operation of this current account.

## **6-2 – Interest charges and commissions**

### **6-2-1 – General provisions**

There must always be sufficient funds in the account when a payment order is sent. However, the Caisse Régionale may tacitly authorise the Customer to have a negative balance, either by letting the account go overdrawn or by exceeding the overdraft limit agreed in the special conditions, or in a separate document. In this case, interest on the amount of the overdraft would be owed immediately to the Caisse Régionale until full reimbursement, unless the overdraft is due to a mistake or an error on the part of the Caisse Régionale. The borrowing rate applicable to the overdraft, the conditions applicable to this rate, any reference index or rate applicable, as well as any corresponding fees, commissions and penalties that might apply, are indicated in the tariff guide in force at the time, containing the bank's general terms and conditions, unless another rate has been agreed in the special conditions or in a separate document. Any interest, fees, commissions and penalties applicable to the overdraft are paid by debiting the account at the end of each calendar month. Interest charges are calculated on each of the daily debit balances of the account using the value dates.

The Customer is informed of the amount of the account overdraft and of the amount of any fees, commissions, penalties and interest charges in his account statement in accordance with the conditions provided for in article 2-1-2.

Tacitly exceeding the limit constitutes an irregular situation and is only allowed on a temporary and exceptional basis. It does not give the Customer the right to repeat it in the future. If a request for reimbursement of the



debit balance remains unheeded for more than 60 days following formal notice to rectify the situation, and if the amount of the unpaid sums is greater than or equal to the threshold set under the applicable regulations (threshold of five hundred

-500 Euros - as at 26 October 2010), the Customer risks being placed on the national database for credit repayment incidents (Fichier national des Incidents Caractérisés de Paiement or FICP).

#### 6-2-2 – Changes in borrowing rates

The interest rate applicable is variable. Each time the reference index on which it is based varies, the new rate is provided to the Customer by all means available and will be shown on his account statement. The mere mention of this rate on his account statement does not mean that a loan has been or will be granted to him. The decision to initiate transactions having the effect of exceeding the limit, in full possession of the facts, implies his acceptance of the rate.

#### 6-2-3 – Changes in fees, commissions and penalties

The fees, commissions and penalties applicable to the overdraft are modified in accordance with the procedure provided for in article 9.

#### 6-2-4 – Borrowing rates for an account or secondary account in a foreign currency

Interest is calculated at the overnight borrowing rate set by the Crédit Agricole SA that applies to the foreign currency in which the secondary account is held, plus a margin, and any commissions and accessory fees as provided for in the bank's general terms and conditions. In this case, the interest, payable in the currency of the overdraft, is paid monthly in arrears from one of the secondary accounts or from the Euro account at the discretion of the Caisse Régionale.

The Customer bears any exchange charges resulting from this debit. The exchange rate used will be that of the buying rate applied by the Caisse Régionale for the currency of the secondary overdrawn account from the currency of one of the secondary accounts, or from Euros, on the Paris foreign exchange market on the day the interest is due.

### ARTICLE 7 – TERM, CLOSURE AND TRANSFER OF AN ACCOUNT

#### 7-1 – Term – Closure

This account agreement is signed for an indefinite period. The Customer may terminate this agreement at any time, free of charge and without prior notice.

It may be cancelled by the Caisse Régionale provided two months' notice is given. However, the Caisse Régionale is exempted from giving notice and may immediately close the account in the event of a serious anomaly in the operation of the account or of seriously inappropriate behaviour on the part of the Customer, such as sending false or inaccurate documents, threatening or insulting a member of the Caisse Régionale's staff or, more generally speaking, any act which might give rise to civil or criminal legal action.

Notice of the termination of this agreement will be given to the other party by registered letter with proof of receipt. It will require the immediate restitution by the Customer of all chequebooks and withdrawal and payment cards held by him and, if applicable, by his proxy/ proxies or joint account holder(s).

Closure of the account is subject to the clearing of any transactions in progress.

The Customer must keep sufficient funds in the account to ensure that all current transactions are covered for the time required for them to clear.

Termination of this agreement does not prevent commissions from being deducted nor the accrual of interest, which shall be calculated on any negative balance, under the conditions in force on the day of termination, until full settlement.

Furthermore, the Customer has the right to be reimbursed, on a prorata temporis basis, for any charges paid in advance under the service agreements made for the operation of the account, which will terminate on closure of the account.

Joint accounts:

The consent of all of the joint account holders is required to request the closure of an account with the Caisse Régionale. The joint account holders must then return all means of payment in their possession.

If the account is overdrawn when it is closed, the joint account holders shall be jointly and severally liable for reimbursing the balance owed. If there is a credit balance it will be assigned in accordance with the instructions given jointly by all of the joint account holders or, in the absence thereof, with the provisions of an enforceable court order.

Accounts for non-emancipated minors

The closure of an account of a non-emancipated minor is carried out by the legal representative where one parent has legal administration of it, or by both legal representatives where the parents have joint legal administration.

Closure in the event of death:

Once the Caisse Régionale has been informed of the death of one or more account holders, it will block the operation of the account unless it is a joint account.

After any current transactions have been processed, the Caisse Régionale will reimburse the credit balance either to the notary handling the estate, or to the estate's beneficiaries, on condition that they provide proof of their hereditary status by any legally admissible means and that they give joint instructions to the Caisse Régionale. In the absence of instructions by all of the joint account holders, the funds can only be released following an enforceable court order.

If it is a joint account, it will continue to operate with the signature of the other joint account holder(s), unless one of the heirs of the deceased challenges this by informing the Caisse Régionale by registered letter with proof of receipt.

## **7-2 – Transferring accounts**

The Caisse Régionale offers a banking mobility service, a description of which is available in-branch and on its website

## **ARTICLE 8 – INFORMATION, COMPLAINTS AND MEDIATION**

The Customer's branch is at his disposal to provide any the information that he might require concerning the operation of his account or the use of the services provided and to respond to any complaints he might have. If an amicable solution cannot be found, the Customer also has the possibility of calling upon the Caisse Régionale's Customer Service Department which shall make reasonable efforts to find the best solution to the dispute, by writing to the Caisse Régionale at: Qualité Satisfaction Client - 15 Esplanade Brillaud de Laujardière - CS 25014 14050 CAEN CEDEX, or emailing: [contact@ca-normandie.fr](mailto:contact@ca-normandie.fr).

The branch or Customer Services Department will acknowledge receipt of the complaint within 10 days and reply to the Customer within a maximum of 2 months.

If, he has been unable to resolve his dispute directly in writing with the Caisse Régionale's Customer Services Department, the Customer may also contact the Caisse Régionale's mediation service free of charge by writing to the following address: Monsieur le Médiateur du Crédit Agricole Normandie - BP411 - 50303 SAINT MARTIN DES CHAMPS or by using the online form available on the Ombudsman's website: [www.mediateur-ca-normandie.fr](http://www.mediateur-ca-normandie.fr).

The Customer's application must be sent to the Ombudsman within one year of the written complaint to the Caisse Régionale.

The mediation will come to an end no later than 90 days following notification of the referral by the Ombudsman to the Customer and to the Caisse Régionale, unless extended by the Ombudsman in the event of a complicated dispute. The Customer may follow the progress of the mediation proceedings on the Ombudsman's website. For the purposes of these proceedings, the Customer authorises the Caisse Régionale to provide the Ombudsman with any documents and information that may be useful for him in carrying out his mission. The Customer releases the Caisse Régionale from its duty of confidentiality towards him for the purposes of mediation.

For any dispute regarding a contract or online transaction, the Customer may have recourse to the European Online Dispute Resolution (ODR) platform which is available at the following web address: <https://webgate.ec.europa.eu/odr>

## **ARTICLE 9 – RULES CONCERNING CHANGES TO THE AGREEMENT**

Any plan to modify the current account agreement or its pricing conditions, other than those required by law and the regulations, is provided to the Customer on paper or on another durable medium at least two months before the planned application date, in accordance with the conditions determined by the regulations in force. The absence of any objection raised with the banking institution prior to the planned application date constitutes acceptance of them by the Customer. If the Customer refuses the changes proposed by the institution, he may terminate the current account agreement free of charge before the application date.

In the event that the Customer is involved in over-indebtedness proceedings and his case has been declared admissible, the Caisse Régionale may suggest some changes to how his account operates, such as the means of payment at his disposal. Any changes agreed between the Caisse Régionale and the Customer shall become effective as soon as the agreement is formalised without it being necessary to comply with the period of notice mentioned in the preceding paragraph.

## **ARTICLE 10 – DEPOSIT GUARANTEE**

As required by law, the Caisse Régionale is a member of the deposit and resolution guaranteescheme (Fonds de garantie des dépôts et de résolution).

**11-1 – Protection of personal data. This article provides the Customer with a comprehensive overview of how the Caisse Régionale processes personal data.**

Personal data protection This clause provides the Customer and, if applicable, his representatives and/or agents (referred to as the “Person” in this clause) with initial information on the processing of his personal data (hereinafter the “Personal Data”) carried out by Caisse Régionale, in its capacity as controller under this agreement.

The Person may obtain detailed information on Caisse Régionale’s processing of their personal data, in particular concerning the purposes of processing operations, the legal bases entitling Caisse Régionale to process the data, the retention periods, the data recipients and, if applicable, transfers thereof to a country that is not a member of the European Union and the guarantees implemented, in the Personal Data Protection Policy, which is available at the following address: <https://www.britline.com/data-protection-policy.html>, as well as on request from his branch.

The Customer or his representative shall inform any natural person whose data is collected under this agreement of the processing of his Personal Data by Caisse Régionale and inform him of the manner in which the Personal Data Protection Policy may be accessed.

Caisse Régionale will use personal data primarily for the following purposes: managing the relationship with the Person in connection with the products and services subscribed with Caisse Régionale; managing claims, disputes, outstanding payments and debt collection; marketing and sales promotion; risk assessment and risk management; and assessing and managing internal control, as well as compliance, fraud, financial security and anti-money laundering controls. In accordance with customers’ rights, Caisse Régionale may use targeting or profiling operations to implement the aforementioned processing. In addition, certain processing operations Caisse Régionale carries out to assess the risk associated with the activity of a Customer or account uses automated decision-making support systems.

The Customer is informed that his personal data may be transferred to the recipients referred to in Clause 11-2 “Professional confidentiality” and in the Personal Data Protection Policy.

In accordance with the requirements and within the limits prescribed by law, the Person may exercise his Data Protection rights. Therefore, he may at any time access his personal data, have them corrected, request that they be deleted, restrict the processing thereof, request the portability thereof or provide instructions on the use thereof in the event of his death. Under the conditions set out in the Personal Data Protection Policy, the Person may at any time object to the processing of Personal Data about him on grounds relating to his particular situation and, without justification, may also object to the use of his data for marketing purposes by Caisse Régionale or third parties. If the legal basis for processing operations is consent, he may withdraw his consent. However, withdrawing consent will not call into question the lawfulness of processing operations carried out before then. In the event of automated decision-making, he has the right to request human intervention, to express his point of view and to challenge the decision in accordance with the conditions set out in the Personal Data Protection Policy. The Person may exercise his rights by sending an email to: [dpo@ca-normandie.fr](mailto:dpo@ca-normandie.fr), logging in to <https://www.britline.com/data-protection-policy.html> or writing to CA Mutuelle de Normandie, DPO, 15 esplanade Brillaudde-Laujardière CS 25014, 14050 Caen Cedex

The Customer is informed that exercising some of these rights may, depending on the situation, prevent Caisse Régionale from providing certain products or services.

**11-2 – Professional secrecy**

The Caisse Régionale is bound by professional secrecy with regard to all operations and personal information. However, in order to meet the applicable legal and regulatory obligations, the Caisse Régionale is sometimes required to provide information to certain legally authorised judicial or administrative authorities. Thus, for example, certain information must be sent to the tax authorities (declaration of opening of an account, declaration of income derived from securities etc.) or even to the Banque de France (database of persons who are banned from holding bank accounts, national database for personal credit repayment incidents etc.). Furthermore, the Customer expressly authorises the Caisse Régionale to share information about them and any updates with the following third parties: a) the central body of the Crédit Agricole Group, as defined by the Monetary and Financial Code, to enable it to comply, on behalf of the Group as a whole, with its statutory and regulatory obligations, in particular with respect to prudential declarations to any competent authority or regulator;

- b) any entity of the Crédit Agricole Group for sales solicitation purposes or to conclude contracts;
- c) mediators, legal personnel and legal officers in the course of their debt collection duties, as well as persons involved in the assignment or transfer of receivables or contracts;
- d) the payees of funds transfers and their payment service providers for the purposes of preventing money laundering and terrorist financing and in compliance with the laws on embargoes and international sanctions;
- e) the partners of Caisse Régionale to enable customers to benefit from the advantages of the partnership it has entered into, if applicable, solely in connection with the partnership agreements;
- f) the companies of the Crédit Agricole Group responsible for managing and preventing operational risks (risk assessment, security and preventing payment defaults and fraud, preventing money laundering, etc.) for the

benefit of all Group entities;

g) any Crédit Agricole Group entity if resources are pooled or consortia formed to enable such entities to perform the tasks that have been pooled;

h) Caisse Régionale's subcontractors, in particular those who contribute to managing the account and the offer of banking or financial products, solely for the purposes of the work subcontracted;

(i) Crédit Agricole SA or any Group entity, and their subcontractors, in connection with the implementation of computerised systems for analysing client data of Crédit Agricole Group entities with the aim of developing and/or using predictive algorithmic models, in particular scoring, for the purposes of (i) entering into, managing and performing contracts, in particular establishing the schedule of fees and charges, for banking and/or insurance products, (ii) improving the services provided to Customers and the suitability of banking and/or insurance products offered to Customers, (iii) developing statistics and actuarial studies and simulations relating to contracts entered into with the bank and/or (iv) combating fraud;

k) In connection with the business relationship in order to meet the Customer's needs, Caisse Régionale may offer products and services from entities of the Crédit Agricole Group (hereinafter the "Partner"). To improve the efficiency of the subscription and management of the offers for which the Customer has subscribed with the Partner, the Customer also authorises Caisse Régionale to provide the Partner with whom it wishes to enter into a business relationship, or with which it already has a business relationship, with its know-your-customer data and information, updated if necessary (identity, address, source of funds, income and assets, etc.), as well as the associated supporting documents, thereby enabling the Partner to process such data and information without having to directly request it. The data concerned by such transfers, as well as the associated processing operations, are described in Caisse Régionale's Personal Data Protection Policy, which is available on its website or on request from the Customer's branch. Before the initial transfer of data to the Partner, Caisse Régionale will inform the Customer thereof using any available means. The data will be processed, in particular, for the following purposes: compliance with anti-fraud, anti-money laundering and anti-terrorist financing obligations, and management of products and services for which the Customer subscribes or that the Customer holds. The contract that the Customer enters into with the Partner will provide information on the processing of the Customer's data that the Partner will carry out. If the Customer chooses not to establish a relationship with the Partner, the Partner will not retain the information transferred to it unless the Partner enters into an express agreement with the Customer regarding marketing;

l) The Customer also authorises Caisse Régionale to provide the real estate subsidiary(ies) of Caisse Régionale and the Crédit Agricole Group with its identity, contact details, know-your-customer data, financial data on savings and loan products held, or information on insurance products or other services held with Crédit Agricole Group subsidiaries (in particular Pacifica or NEXECUR Protection), as well as his real estate needs, in order to enable the real estate subsidiaries to process this data for the following purposes: marketing, offering suitable real estate solutions, entering into a business relationship if the Customer wishes to be put in touch with them. The Customer may object to these data transfers by sending a written request to Caisse Régionale.

Finally, the Customer authorises Caisse Régionale to provide its personal contact details (to the extent necessary for the survey) to institutes conducting enquiries or surveys exclusively on behalf of Caisse Régionale for statistical purposes. Please note that you are not required to respond to their requests and that your data will be destroyed after processing.

## **ARTICLE 12 – MEASURES AGAINST MONEY LAUNDERING, THE FINANCING OF TERRORISM, CORRUPTION AND FRAUD – COMPLYING WITH INTERNATIONAL SANCTIONS**

The Caisse Régionale is required to comply with the legal and regulatory provisions relating to measures against money laundering and the financing of terrorism and, more generally, to exercise constant vigilance with regard to the transactions carried out by its customers.

The Caisse Régionale is also required to act in accordance with the laws and regulations in force in various jurisdictions, with regard to economic, financial and commercial sanctions, and to comply with any restrictive measures relating to embargoes, the freezing of the assets and financial resources, restrictions on transactions with individuals or entities or relating to assets or defined areas as issued, administered or implemented by the UN Security Council, the European Union, France, the United States of America (including the Office of Foreign Assets Control (OFAC) attached to the Department of the Treasury and the Department of State) and by any competent local competent authorities to enact such sanctions (hereafter «InternationalSanctions»).

The Caisse Régionale may be obliged to suspend or reject a payment transaction or transfer made and/or received, which, in its opinion is, or is likely to be, sanctioned by any competent authority, or, where applicable, freeze funds and the Customer's accounts. The Caisse Régionale may be obliged to ask the Customer to provide information about the circumstances and context of a transaction, such as the nature, destination and origin of the funds, as well as any documents in support of his explanations, particularly in the event of a transaction that appears unusual compared with the transactions normally recorded in his accounts.

The Customer is obliged to immediately provide the information requested. Where the Customer has not provided the information requested by the Caisse Régionale, or the information is considered insufficient, the Caisse Régionale reserves the right to refuse to execute his instructions.

The Caisse Régionale may also be required to carry out investigations into any transaction which, in its opinion is likely to be sanctioned by any competent authority, which may lead to a delay in executing the Customer's

instructions.

The Crédit Agricole Group, which is ISO 37001-certified, attaches the greatest importance to combating corruption and to strict compliance with all legal and regulatory obligations in relation thereto, in particular the obligations imposed by Act No. 2016-691 of 9 December 2016 on transparency, preventing corruption and the modernisation of the economy. The Crédit Agricole Group declares that it complies with these requirements.

The Crédit Agricole Group and Caisse Régionale require that all Customers also comply with applicable laws and regulations on preventing and combating corruption and to become familiar with the anti-corruption section of the code of conduct on the Caisse Régionale de Crédit Agricole extranet page.

Consequently, the Customer shall comply with said laws and regulations and, in particular, shall not carry out financial transactions on his accounts held with the Bank for the purpose of committing acts of bribery, influence peddling, misappropriation of funds, illegal acquisition of interests, embezzlement of public funds or favouritism, and shall not offer any undue financial or other advantage.

Lastly, the Customer shall within a reasonable time inform the Bank of the following situations, if the Customer becomes aware thereof and such information is public:

- any indictment or equivalent measure against him on the grounds of an anti-bribery and influence peddling law and/or regulation;
- any conviction against him and/or against a person acting on his behalf on the grounds of an anti-bribery and influence peddling law and/or regulation;
- if the Customer is placed on any of the exclusion lists of international institutions accessible to the public;
- any settlement agreement entered into in connection with a breach of an anti-bribery and influence peddling law or regulation by the Customer or any person acting on his behalf.

### ARTICLE 13 – AUTOMATIC EXCHANGE OF TAX INFORMATION

In order to fulfil its obligations resulting from article 1649 AC of the General Tax Code and the conventions signed by France allowing the automatic exchange of information for tax purposes (and specifically those resulting from the inter-governmental agreement signed between France and the United States aimed at allowing the application in France of the American Foreign Account Tax Compliance Act, known as FATCA), the Caisse Régionale is required to identify any accounts held by «American» customers or customers who have their tax residence(s) in a State that has signed such a convention with France. The Caisse Régionale is also required to declare such accounts annually to the French administrative services, who are responsible for transmitting the information received to the American tax authorities (IRS Internal Revenue Service) or to the tax authorities in any States linked to France by such a convention that is concerned by these accounts. All customers are concerned by the identification requirements incumbent upon the Caisse Régionale. Clients concerned by the requirement to make a declaration are:

- private individuals who are American citizens or residents, or who have their tax residence(s) in one or more States linked to France by a convention allowing the automatic exchange of information for tax purposes
- any entities created in the United States or under American law, or created in a State linked to France by a convention allowing the automatic exchange of information for tax purposes
- and any entities created outside the United States, but controlled by private individuals who are American citizens or residents, or companies controlled by private individuals whose tax residence(s) are in one or more States linked to France by a convention allowing the automatic exchange of information for tax purposes.

Under this framework, the Caisse Régionale must declare: the identities of persons or entities identified by the Caisse Régionale as American or having their tax residence(s) in one or more States linked to France by a convention allowing the automatic exchange of information for tax purposes; the balances of their accounts, and any financial income paid to them. As part of this, the Caisse Régionale reserves the right to ask the Customer for additional supporting documents to prove his status for the requirements of these conventions. In the absence of a response from the Customer, or in the absence of any of the information requested, the Caisse Régionale is obliged to declare the Customer to the tax authorities as an «American person» or «American entity» or as a person or entity resident in one or more States linked to France by a convention allowing the automatic exchange of information for tax purposes, and send them the abovementioned information about the Customer's accounts.

The Crédit Agricole Group, which is ISO 37001-certified, attaches the greatest importance to combating corruption and to strict compliance with all legal and regulatory obligations in relation thereto, in particular the obligations imposed by Act No. 2016-691 of 9 December 2016 on transparency, preventing corruption and the modernisation of the economy. The Crédit Agricole Group declares that it complies with these requirements.

The Crédit Agricole Group and Caisse Régionale require that all Customers also comply with applicable laws and regulations on preventing and combating corruption and to become familiar with the anti-corruption section of the code of conduct on the Caisse Régionale de Crédit Agricole extranet page.

Consequently, the Customer shall comply with said laws and regulations and, in particular, shall not carry out financial transactions on his accounts held with the Bank for the purpose of committing acts of bribery, influence peddling, misappropriation of funds, illegal acquisition of interests, embezzlement of public funds or favouritism, and shall not offer any undue financial or other advantage.

Lastly, the Customer shall within a reasonable time inform the Bank of the following situations, if the Customer becomes aware thereof and such information is public:

- any indictment or equivalent measure against him on the grounds of an anti-bribery and influence peddling law and/or regulation;

- any conviction against him and/or against a person acting on his behalf on the grounds of an anti-bribery and influence peddling law and/or regulation;
- if the Customer is placed on any of the exclusion lists of international institutions accessible to the public;
- any settlement agreement entered into in connection with a breach of an anti-bribery and influence peddling law or regulation by the Customer or any person acting on his behalf.

#### **ARTICLE 14 – APPLICABLE LAW AND JURISDICTION – LANGUAGE USED**

The law that applies to this agreement is French law. The competent courts are the French courts. The language used in the contract and for the communicating over the course of the contractual relationship is French.

#### **ARTICLE 15 – DIRECT SELLING OF BANKING AND FINANCIAL PRODUCTS AND DISTANCE SELLING**

Where direct selling techniques as defined in article L 341-1 of the Monetary and Financial Code preceded the signing of this agreement, or where it was concluded entirely remotely by the Customer as a private individual not acting in a professional capacity, under article L 343-1 of the Monetary and Financial Code, the Customer has 14 full calendar days to withdraw without incurring any fees or penalties and without being required to give a reason for his decision.

This period runs from the execution of the agreement or from receipt of the contractual conditions and preliminary information, whichever is later.

The fact that execution has begun does not take away the Customer's right of withdrawal. Withdrawal automatically terminates this agreement. The Customer shall be liable to pay the price corresponding to the use of the product or service for the period between the date on which the execution of the agreement commenced and the date of withdrawal, to the exclusion of any other amount.

If the right of withdrawal is exercised and the execution of this agreement has commenced:

– The Caisse Régionale shall, no later than thirty days following receipt of the Customer's request to withdraw, reimburse any sums received under the agreement, except for an amount equivalent to the service provided.

After thirty days, any sums due are automatically interest-bearing at the legal rate in force.

– Starting on the day when the Customer communicates his wish to withdraw to the Caisse Régionale, and within a maximum period of thirty days, the Customer must return to the Caisse Régionale all sums of money as well as all means of payment received in execution of the agreement.

A form template is attached to the special conditions.

The Customer may also exercise his right of withdrawal by making a clearly worded declaration (letter, fax or email).

## CONTACT US

BY TELEPHONE

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BY FAX

**00 33 (0)2 33 72 54 72\***

Monday to Friday

**08.45 to 18.00 (French time)**

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Caisse Régionale de Crédit Agricole Mutuel Normandie a cooperative company with variable capital and an approved credit institution Registered office: 15 Esplanade Brillaud de Laujardière - 14050 CAEN CEDEX - 478 834 930 CAEN RCS (Trade and Companies Register) - SIC Code 6419 Z. An insurance broker, registered under no. 07 008 015 on the ORIAS Register (register for intermediary insurance companies) . Inter-European VAT number: FR 83 478 834 930. Crédit Agricole Britline is a member of the Guaranteed Fund for deposits, the Guarantee of Investors warranties, and Guaranteed Fund for investors.

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- Controlled by the European Central Bank (Kaiserstrasse 29 - 60311 Frankfurt am Main, Germany)

- Approved and controlled by the French Prudential Supervisory Authority (l'Autorité de Contrôle Prudentiel et de Résolution, 61 Rue Taitbout, 75436 Paris Cedex 09, FRANCE. See website : [www.banque-france.fr](http://www.banque-france.fr))

Controlled by the French Financial Markets Authority (l'Autorité des Marchés Financiers, 17 Place de la Bourse, 75082 Paris Cedex 02, FRANCE).

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