

## ACCOUNT GENERAL TERMS AND CONDITIONS

These General Terms and Conditions relate to the account or accounts (the "**Account**") to be opened in the Bank's books in the name of a Client in accordance with Applicable Law.

These General Terms and Conditions relate to the terms and conditions applicable to operations on the Account and shall not be construed as an offer of any banking service or product. Certain operations on the Account (e.g. e-banking, direct debit as creditor) may require the completion of a separate agreement and/or are subject to terms and conditions which are set out in technical notices that will be provided to the Client.

These General Terms and Conditions are supplemented by the applicable Country Conditions and, in the event of any conflict between these General Terms and Conditions and the Country Conditions, the Country Conditions shall prevail. These General Terms and Conditions and the applicable Country Conditions must be read together and together with the Account Opening Form/Forms executed by the Client and each Bank where an Account is opened and any local law general business conditions (to the extent stated in the relevant Account Opening Form as applicable) shall constitute a single agreement between the Client and the Bank.

Without prejudice to any terms governing channels for operating the Account, the operation of Accounts that are accessible through such channels shall continue to be governed by and subject to the terms of the Account Agreement.

Unless the contrary is expressly provided in the terms governing any other agreement related to the Account, including but not limited to, any terms and conditions governing channels, in the event of any conflict or inconsistency between those terms and the terms of this Account Agreement, the terms of this Account Agreement shall prevail to the extent of such conflict or inconsistency.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

"**Account Agreement**" refers to (i) these General Terms and Conditions, and (ii) Country Conditions that apply to each entity of the Bank where an Account is opened, and (iii) Account Opening Form/Forms executed by the Client and each Bank where an Account is opened, and (iv) any schedules and/or appendices such as in particular but not limited to the Payment Services Terms and Conditions Schedule and the SEPA Direct Debit general business conditions (to the extent stated in the relevant Account Opening Form as applicable), and (v) any appendix or supplementary documentation as listed in the Country Conditions and/or the Account Opening Form.

"**Account Opening Form**" means the account opening application form agreed and submitted by the Client to the Bank for applying for and availing of the services/facilities and agreed by the Bank and the Client regarding the opening, establishment and operation of the Account(s) and all other information, clarifications and declarations, if any, furnished by the Client or any other person from time to time in connection with the Account.

"**Applicable Law**" means, in relation to any particular person

or persons, the laws, rules, regulations, requests, orders, directives, announcements, codes, guidance, decisions, procedures, terms, circulars, guidelines, notifications, other requirements and/or customs and market practices (all as amended, supplemented or replaced from time to time, and whether or not any of the foregoing has the force of law) of any jurisdiction, or made, given or issued by, or published under the authority of, any regulatory body, statutory body, court, exchange, market, clearing house or system, applicable to that person or persons.

"**Authorised Person**" means the authorised signatory of the Client appointed in accordance with the provisions of any Applicable Law, and includes a person appointed by a power of attorney, corporate resolutions or otherwise authorised to give instructions on behalf of the Client regarding the Accounts; and "Authorised Person" means each or any one of them.

"**Bank**" means a member of the Bank's Group including CA Indosuez (Switzerland) S.A as designated in the relevant Country Conditions.

"**Bank's Group**" refers to an entity of Crédit Agricole Corporate and Investment Bank group comprising (i) Crédit Agricole Corporate and Investment Bank SA, a public limited company ("*société anonyme*") incorporated in France and registered under "Siren" number 304 187 701 on the Nanterre trade and companies register, and any of its branches registered and/or operating outside of France (ii) companies and partnerships in which Crédit Agricole Corporate and Investment Bank owns, directly or indirectly, a majority stake including CA Indosuez (Switzerland) S.A, or exercises the dominant influence or appoints the directors or managers and as detailed in the Account Opening Form. It shall include its successors, assigns, transferees and any person deriving title under any of them.

"**Business Day**" means a day on which banks are open for business in the relevant country or jurisdiction where the Account is opened and when a payment in a foreign currency is to be operated, a day on which the principal financial center for that currency is open for business.

"**Client**" refers to the person / persons whose details are more particularly set out in the Account Opening Form and shall include, a body corporate (including but not limited to, partnership firms/limited liability partnerships represented by its/their partners) represented by its authorised representatives, a trust represented by the trustees /authorised representatives or society represented by its authorised representatives.

"**Confidential Information**" means all information relating to the Client, the Account or the Account Agreement of which the Bank becomes aware or which is received by the Bank in relation to the Account Agreement or the Account from the Client or any of its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- a) is or becomes public information other than as a direct or indirect result of any breach by the Bank of the Account Agreement; or
- b) is identified in writing at the time of delivery as non-confidential by the Client or any of its advisers; or
- c) is known by the Bank before the date the information is disclosed to it or is obtained by the Bank after that date, in either case, from a source which is as far as the Bank is aware, has not been obtained in breach of any or is not otherwise subject to any obligation of confidentiality.

**"Country Conditions"** mean the particular local country or jurisdiction terms and conditions that will apply in order to supplement and/or amend these General Terms and Conditions for the opening and the operation of Accounts with the Bank, as amended, supplemented or replaced from time to time.

**"Crédit Agricole Group"** means the group formed by (i) Crédit Agricole SA, (ii) regional mutual banks known as the Caisses Régionales de Crédit Agricole Mutuel ("Caisses Régionales de Crédit Agricole"), (iii) the Fédération Nationale de Crédit Agricole, (iv) the company La Boetie (v) the subsidiaries as defined in article L. 233-1 of the French business Code, of one and or the above mentioned company (vi) the companies and partnerships in which one or more of the above-mentioned companies own(s), jointly or separately, directly or indirectly, as defined in article L. 233-2 of the French business Code, (7) companies and groups that one and/or other(s) of the above-mentioned companies control, directly or indirectly, together or separately, within the meaning of articles L. 233-3 and L. 233-16 of the Code of commerce, and (8) companies and groups over which one and/or other(s) of the above-mentioned companies exercise, together or separately, a dominant influence within the meaning of Article L. 233-16 of the Commercial Code.

**"General Terms and Conditions"** means these general terms and conditions that will apply to an Account, as amended, supplemented or replaced from time to time.

**"Payment Services Terms and Conditions Schedule"** means the schedule, part of the General Terms and Conditions providing terms and conditions related to payment services provided in European Economic Area.

**"Sanctioned Country"** means any country or territory which is, or whose government is, the target of country-wide or territory-wide Sanctions.

**"Sanctions"** means any economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures adopted, administered, enacted or enforced by the United States of America; the United Nations; the European Union (or any of its member states); the United Kingdom; or the respective institutions and agencies of any of the foregoing including the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the United States Department of State, the United States Department of Commerce, the French Treasury and His Majesty's Treasury.

**"SEPA Direct Debit Terms and Conditions Schedule"** means the schedule, part of the General Terms and Conditions providing terms and conditions related to direct debit services provided in the Single European Payments Area.

## 1.2 Interpretations

Unless otherwise provided, capitalised terms used in the Account Agreement have the meaning as set out in these General Terms and Conditions.

In the Account Agreement, unless the context requires otherwise:

- a) references to "include", "includes" and "including" as they appear in the Account Agreement are not limiting and are deemed in each instance to be followed by the words "without limitation" and references to "in particular" and related expressions shall be construed similarly;
- b) where the Client comprises more than one person, the undertakings and obligations of the Client whether set out in the Account Agreement or otherwise shall be construed as the joint and several undertakings and obligations of each such person, and all references to the Client shall where the context so requires also be construed as a reference to any one or more of the persons constituting the Client;
- c) any headings in the Account Agreement are for ease of reference only and shall not be relied upon in the construction of any of the provisions of the Account Agreement;
- d) a reference to any statute, statutory provision or regulation shall be construed as a reference to the same as it may be amended, modified or re-enacted from time to time;
- e) reference to any document or agreement shall be deemed to include reference to such document or agreement as amended, novated, supplemented or replaced from time to time;
- f) the singular includes the plural and vice versa;
- g) any determination to be made by the Bank or any exercise by the Bank of any rights or entitlement may be made at the Bank's sole and absolute discretion and, in every case, shall be conclusive and binding on the Client; and
- h) the "Bank" and "Client" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and any person deriving title under any of them.

## 2. ACCOUNT MANAGEMENT

### 2.1 Supporting documents to be provided

Before business relations are initiated or such other time as the Bank determines, the Client shall submit to the Bank all the documents, evidence, and information concerning the Client and its/their Authorised Persons, connected parties and/or beneficial owner(s)(where applicable) relating to identity (including name or unique identification number), date and place of birth, citizenship(s), residency(ies), legal and tax status, domicile, residential and mailing address, any taxpayer identification number, social security number, tax residency status, and its personal and professional situation or any other personal data as the Bank may require and such information as they relate to any connected parties. The Client undertakes to inform the Bank promptly of any change in the information or personal data provided, including information regarding his/their identity, citizenship(s), residency(ies), legal or tax status, domicile, residential and mailing address and other contact details, any taxpayer identification number, social

security number, tax residency status or personal situation. The Client acknowledges that the Bank is obliged to carry out "Know Your Client" procedures and anti-money laundering and counter terrorism financing checks in accordance with the Bank's policies and Applicable Law.

Unless the Bank determines otherwise, no Account will be opened at the Bank in the name of or for the Client and no services will be carried out for and on behalf of the Client, until the Client has completed and submitted the Account Opening Form, any other Account opening documents (including documents requested for in these General Terms and Conditions and the Country Conditions), questionnaires, forms, consents or waivers as may be requested by the Bank, to the Bank's satisfaction and the Client is assessed by the Bank to be eligible for the opening of an Account, the provision of any service or otherwise.

Notwithstanding anything in the Account Agreement, the Bank shall, in its absolute discretion, have the right to (i) request such further information and/or documents from the Client as it may deem necessary, (ii) refuse to open the Account or accept the Client as a Client of the Bank and/or (iii) terminate the Client relationship forthwith if the Bank is of the view that the Client has not fully complied with the Bank's account opening criteria, including, the Bank's "Know Your Client" procedures and anti-money laundering and counter terrorist financing checks and/or where the Bank, in its absolute discretion, determines it should not accept or retain the Client in order to comply with its anti-money laundering and counter terrorist financing obligations. Where the Bank determines that it should not open the Account, accept the Client or should terminate the Client relationship it may but shall not be required to provide reasons for doing so.

### **3. OPERATION OF THE ACCOUNT**

#### **3.1 Authorised Persons**

The Account shall be operated on the signature of Authorised Persons. A specimen of such signatures shall be provided to the Bank.

##### **3.1.1 Authorisation**

The Client may grant an authorisation to one or more persons under an authorisation to perform all or a limited number of operations on the Account and such Authorised Persons may in turn grant the authority given to them to such other Authorised Persons as they in turn may appoint.

Any Authorised Person shall provide the Bank with such information required by the Bank to prove their identity and if needed with a specimen signature.

The Client undertakes to notify the Bank if any of its Authorised Persons is not, or ceases to be, authorised to write cheques or give any instructions in respect of the Account. The Bank reserves the right, at its sole discretion, not to accept any instructions from any of the Client's Authorised Persons or to cease to regard such person as an Authorised Person.

##### **3.1.2 Termination and change of an authorisation**

The Client shall notify the Bank by registered letter with acknowledgment of receipt sent to the address of the Bank as per the Account Opening Form of any cancellation or modification of the authority of any Authorised Person.

Any such cancellation or modification shall apply two (2)

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Business Days after the Bank's receipt (in accordance with the Account Agreement) and after satisfactory verification of the due authorization and issuance of the relevant notice. The Client shall be responsible for all instructions under the existing authorisation until the expiry of such time period.

Authorisations are granted by the representatives of a Client in favour of Authorised Persons. Therefore, if any such representative ceases to occupy a particular role with the Client, then this does not affect any authorisation that such representatives have granted to such Authorised Person as long as the Bank has not received notice of the cancellation or modification of such authorisation.

#### **3.2 Receipt of the Client's instructions**

The Bank will carry out instructions in relation to the operation of the Account (i) in accordance with specific agreements made between the Bank and the Client (such as distance banking agreement) or, (ii) if the instructions are given by the Client in writing, on paper and bearing a signature that appears to the Bank on its face to be that of an Authorised Person.

Failing this, the Bank may defer acting on an instruction until it is confirmed in a form acceptable to the Bank. If the Bank does carry out an instruction given by the Client in a form other than duly signed in writing on paper, the Client hereby releases the Bank under and in the limit of any Applicable Law, from all liability and all or any consequences which may result from the Bank acting on such an instruction, including without limitation those arising from any technical failure, error, or lack of precision of the instructions or from any abusive or fraudulent use or hacking of a transmission method.

#### **3.3 Authorisation to debit the Account**

Where the Bank is required by a third party Bank under an Applicable Law to refund a payment transaction made to the credit of the Client's Account, the Client authorises the Bank to debit its Account

#### **3.4 Provisions relating to Accounts and transactions in foreign currencies**

At the request of the Client, the Bank may:

- open Account(s) in the name of the Client in foreign currencies; and/or
- perform payment instructions in foreign currencies, in the currencies as specified and agreed with the Bank.

The Bank may refuse to open Accounts or decline instructions in other currencies.

Unless otherwise agreed between the Client and the Bank, for the purpose of payment instructions in foreign currencies, the Bank is authorised to exchange currencies when either:

- The Client requests the Bank to undertake an operation on its Account in a currency other than the currency of the Account; or
- The Client is the beneficiary of an operation in a currency other than that of the Account.

Foreign exchange transactions are carried out by the Bank based on the daily exchange rate for a relevant currency on the most appropriate foreign exchange market including foreign markets, on the date of the foreign exchange transaction.

In all cases, the Client will bear the risk of any exchange rate changes.

Statements of Account for a foreign currency Account shall show the payments and the balance expressed in that foreign currency.

The Client accepts that the sums held in foreign currencies in the Client's name by the Bank may at the Bank's discretion be deposited with the Bank's foreign correspondents or the Bank's foreign branches located either in the country or jurisdiction of the currency concerned or another country or jurisdiction. The Client shall bear the economic, financial and legal consequences which could affect the sums so held whether from the foreign currency or the country or jurisdiction where the funds are deposited.

If any foreign currency is (subject to the laws, regulatory measures and usual practice of the countries concerned) unavailable, inconvertible or non-transferable for any reason whatsoever, including force majeure, the Account Agreement shall be suspended to the extent of such unavailability, inconvertibility and non-transferability of such foreign currency. In any such case, the use of the foreign currency sums on those Accounts shall be subject to the restrictions applicable to those foreign currencies.

### **3.5 Other Accounts maintained abroad**

Accounts in the Client's name held with the Bank's foreign branches shall be governed by the applicable Country Conditions of each of those branches and by the legal and regulatory provisions then in force in the country or jurisdiction of each branch.

The Bank may set off the credit balances of such Accounts against any amount owed by the Client to the Bank whether at the branch concerned or elsewhere within the Bank subject to any applicable statutory provision preventing any such set-off under any Applicable Law.

Deposits with the Bank are repayable only at the counters of the Bank in the jurisdiction where such deposits were placed.

If it is impossible to return sums deposited with the Bank's foreign correspondents or the Bank's foreign branches due to the occurrence of events referred to in the final paragraph of Article 3.4, the Bank shall have no liability to the Client and the Client may not set-off those sums against any debit balance, on any other Account that it may hold with the Bank or any of its branches or entities or otherwise against any amounts owing by the Client to the Bank.

## **4. BANK'S RECORD CONCLUSIVE**

### **4.1 Evidence of balance and transactions**

Conclusive evidence of any transaction or balance may be provided by the Bank by any means with respect to the Client or any third party including, but not limited to, the Bank's accounting documents and books.

Such investigations as the Client may request in respect of the Account or which are necessary in the case of dispute shall be subject to such charges as set out in the Bank's charges brochure then in force or if requested by the Client an estimate of such amount will be provided by the Bank.

### **4.2 Recording of telephone calls**

The Client acknowledges that its telephone calls to the Bank, including, without limitation, those of its Authorised Persons

may be recorded and agrees to notify or receive consent from such persons accordingly to the extent required. The Client authorises and consents to any such recording.

The recordings shall be kept by the Bank in accordance with the applicable regulations. The Client agrees that such recordings may be used as evidence in case of any dispute.

## **5. COSTS AND EXPENSES**

The Client is responsible for its own costs and expenses incurred in connection with the Account Agreement (including any costs and expenses involved in delivering to the Bank the documents referred to in the Account Agreement).

The Client undertakes to pay any and all expenses, charges and fees relating to operating and running the Account as well as management expenses and any and all expenses and fees of any nature whatsoever. Charges are specified in the Bank's charges brochure and/or any other documentation as agreed otherwise, as the case may be.

The Bank's charges brochure in force, if available, or any other documents listing fees, costs and expenses, may be provided to the Client with these General Terms and Conditions.

The Bank shall have the right, without any reference to the Client, to debit the Client's account with all expenses, fees, interest, commissions, taxes and stamp duties paid or incurred on its behalf, or arising out of any dealings between the Bank and the Client.

## **6. AMENDMENTS TO THE SERVICES AND TO THE ACCOUNT AGREEMENT**

The Bank may from time to time alter its services, normally as a result of technology changes, regulatory requirements or to improve the security of transactions.

The Bank may alter the Account Agreement including the Bank's charges brochures at any time, whether to change the existing rate of interest, expenses, charges or fees, to introduce new interest rates, expenses, charges or fees or otherwise to amend or supplement any other terms and conditions and the Client accepts that the Bank may do so.

Any changes in the Account Agreement including the Bank's charges brochure, previously notified to the Client, shall take effect from their effective date as set out in the notice sent to the Client.

Unless expressly specified otherwise, any amendment at the Bank's initiative shall be notified to the Client at least thirty (30) Business Days before its effective date. In case of disagreement with such amendment, the Client can terminate the Account Agreement without prior notice. Any use of the Services after the effective date of the amendment represents the Client's acceptance of these amendments.

## **7. REPRESENTATIONS BY THE CLIENT**

The Client represents and warrants to and for the benefit of the Bank on the date of executing this Account Agreement and at all times during the continuance of the Account Agreement by reference to the facts and circumstances then existing that:

- a) it is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation. It has the power to own its assets and carry on its business as it is being conducted;

- b) it has the power to enter into and perform, and has taken all necessary corporate and other action to authorise its entry into and performance of, the Account Agreement;
- c) the execution and the performance of the Account Agreement and of obligations arising therefrom:
  - comply with its constitutional documents;
  - fall within the scope of its corporate purposes;
  - are properly internally authorised and that the signatories are duly empowered to bind the company to the Account Agreement;
  - do not contravene in any way any Applicable Law or any agreement or other document that is binding on it or any of its assets; and
  - are not, and are not likely to be, detrimental to its creditors.
- d) the obligations assumed by it in the Account Agreement are and shall continue to be after its execution legal, valid, binding and enforceable obligations;
- e) in entering into and exercising its rights and performing its obligations under this Account Agreement it is acting as principal for its own account and not on behalf of any other person (whether as agent, trustee or otherwise);
- f) it has obtained appropriate advice from its financial, legal, tax and other advisors to ensure the legality, validity and the enforceability of the Account Agreement, and, in particular, with regard to the provisions of Applicable Law in its country or jurisdiction of incorporation;
- g) the payment of all and any amounts under the Account Agreement does not require any authorisation from any public authority which has not yet been obtained and is not and will not be liable to any withholding or deduction at source or any tax, duty or other levy whatsoever;
- h) no judicial action is pending which would prevent or forbid the execution or the performance of the Account Agreement or which could have a material adverse effect on its activity, assets or financial condition;
- i) it is not subject to any amicable settlement proceeding, winding up, dissolution, liquidation, suspension of payments, moratorium of any indebtedness, court ordered reorganization or judicial liquidation, any proceeding entered into with a view to its creditors agreeing to vary their contractual entitlements, or any similar measure in its country or jurisdiction of registration or incorporation;
- j) all information provided to the Bank under or in relation to the Account Agreement is true and accurate in all respects;
- k) its obligations under the law governing the Account Agreement and the choice of jurisdiction therein do not and will not conflict with any Applicable Law;
- l) any judgment obtained in the relevant jurisdiction in relation to the Account Agreement will be recognised and enforced in its jurisdiction of incorporation; and
- m) it does not benefit from any immunity from jurisdiction or execution.

## **8. UNDERTAKINGS OF THE BANK AND THE CLIENT**

### **8.1 Bank's limitation of liability**

In carrying out the services to be provided to the Client pursuant to the Account Agreement, the Bank undertakes to apply its skills and expertise in its performance of the Account Agreement and to perform the tasks entrusted to it in accordance with usual banking practice.

The Bank may use clearing or settlement systems as well as the Account Opening Agreement GTC -07/2024

services of any authorised intermediary or any correspondent at the Bank's option. In the event that it uses such a system, the rules of such system then in force shall apply and shall be binding both upon the Client and the Bank.

The Bank shall only be liable in connection with the Account Agreement for any damage directly due to its gross negligence, fraud or wilful misconduct that is solely attributable to it, and to be evidenced by the Client. The Bank shall not be liable for any consequential or indirect loss or losses representing loss of business or profit.

The Bank shall not be liable for any delay in or refusal of execution of a payment instruction or rejection of any transaction or funds or for the blocking or freezing of any Account or funds or otherwise in relation to the Bank's investigation of any information or transaction in connection with any Account or any action taken by it to comply with Sanctions or applicable anti-money laundering and anti-corruption laws or fraud prevention.

### **8.2 Client's undertakings**

The Client hereby agrees that it shall:

- a) provide the Bank, at the start of the business relationship and then annually, within the six (6) months following the close of its financial year, or as otherwise agreed with the Bank, with the accounting and related documents that show its financial position (balance sheet, statement of income, notes to the financial statements) and, as the case may be, the statutory auditors' report certifying its financial statements. In addition, it shall provide such other documents and information about its economic, accounting and financial situation as the Bank may request;
- b) immediately notify the Bank of any fact or event which may substantially increase its commitments, prejudice the Bank's rights and position and, more generally, of any event which may affect its continuing existence;
- c) at the request of the Bank, return to the Bank any and all cheque books and cards in its possession;
- d) comply with all laws and regulations applicable to the operation of the Account and the performance of its obligations under the Account Agreement, including but not limited to those relating to Sanctions and applicable anti-money laundering and anti-corruption laws;
- e) not use the Account or any service provided by the Bank in connection with the Account to directly or indirectly finance or facilitate any activity or transaction in a Sanctioned Country or in any manner that would result in a breach of or penalty under any Sanctions or any applicable anti-money laundering and anti-corruption laws;
- f) promptly supply information required by the Bank in respect of any payment or transfer or other operation relating to any Account, including without limitation, the purpose, nature, destination and origin of funds relating to any operation in connection with the Account and any supporting documents and other evidence in relation thereto and agrees that the Bank shall have the right to:

- suspend or delay executing or processing any instruction or transfer in connection with any Account in order to carry out such investigations with respect to any information or transaction relating to such instruction or

transfer as the Bank in its sole discretion deems necessary for the purposes of compliance with Sanctions and applicable anti-money laundering and anti-corruption laws; and

- reject or suspend any instruction or transfer into or from any Account and to block or freeze the related funds or any Account, where the Bank determines in its sole discretion that any such instruction or transfer may result in a breach of or a penalty under any Sanctions or applicable anti-money laundering and anti-corruption laws;
- g) perform its business activities in compliance with the provisions of all laws and regulations applicable to it and such business activities;
- h) notify the Bank forthwith of:
  - any change to its articles of incorporation (or the equivalent document in its jurisdiction);
  - when it is published, any projected merger, split of assets, amalgamation or partial contribution of its assets; any winding up, liquidation, declared stoppage of payments, court ordered reorganization or judicial liquidation against it;
  - any change in its Authorised Persons;
  - any significant change in the distribution of its share capital or control, any change in those shareholders who effectively control the Company;
  - any and all documents and information required for the performance by the Bank of its regulatory and prudential obligations; and
  - any representation or warranty made in Article 7 above being or becoming untrue, incomplete or inaccurate

## **9. NO WAIVER**

No failure to exercise nor any delay in exercising on the part of the Bank, any right, power or remedy under the Account Agreement will impair that right, power or remedy or be construed as a waiver of it, nor in any way affect the validity of the whole or any part of the Account Agreement nor prejudice the Bank's right to take subsequent action. Nor will any single or partial exercise of any right, power or remedy prevent any further or other exercise or the exercise of any other right, power or remedy.

The rights, powers and remedies provided in the Account Agreement or other binding arrangement between the Bank and the Client are cumulative and not exclusive of each other or any rights or remedies (whether provided by Applicable Law or otherwise).

## **10. PARTIAL INVALIDITY**

If, at any time, any provision of the Account Agreement or any binding arrangement between the Bank and the Client is or becomes illegal, invalid, or unenforceable under any Applicable Law of any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect or impair the legality, validity or enforceability of that provision under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **11. NO DEDUCTION**

Any payments to be made by the Client under the Account Agreement will be made without any set-off, counterclaim or

equity and (subject to the following sentence) free from, clear of, and without deduction for, any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Client is compelled by any Applicable Law (or by an order of any regulatory authority in that jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the Bank under the Account Agreement or, if any withholding or deduction is made in respect of any recovery under the Account Agreement, the Client will pay an additional amount so as to ensure that the net amount received by the Bank will equal the full amount due to it under the provisions of the Account Agreement (had no withholding or deduction been made).

## **12. FORCE MAJEURE**

The Bank shall not be liable for any delay or non-performance of any of its obligations under the Account Agreement arising from any cause not within the Bank's control including, without limitation, any of the following: wars, riots, acts of terrorism, sabotage, computer hacking, acts of God, explosions, fire, flood, natural disaster, destruction of any machines or systems, boycott, strikes and lock outs, any acts of any government or of any governmental, inter-governmental, supranational, regulatory, supervisory, monetary, foreign exchange body, authority, agency, instrumentality, organisation, exchange or market, such as restrictions on the convertibility or transferability of currencies, moratoriums, expropriations, seizures, disruptions to any energy or others suppliers, breakdown of telecommunications or the failure of any systems.

## **13. DISCLOSURE**

### **13.1 Confidentiality**

Transactions are subject to the banking duty of confidentiality which the Bank must comply with under all Applicable Laws.

The Bank is authorised as it deems necessary to disclose any information concerning the Client and any operation relating to the Account to any regulatory, supervisory, prudential, judiciary or administrative authority, including without limitation to tax authorities (including reporting the opening of Accounts or declaration of income from assets), the local central bank or to any authority or agency administering or enforcing any anti-money laundering laws or anti-corruption laws, or Sanctions.

Additionally, the Bank is authorised to disclose any information provided to the Bank relating to the Client to:

- any entity of the Crédit Agricole Group, including without limitation for marketing purposes or for the purpose of their pooling of resources or consolidation;
- any sub-contractors and/or service providers whether engaged in the management of the Account, the provision of banking and financial products or otherwise as required by the sub-contracted work; and
- its advisers.

The Client further authorises the disclosure, if applicable, of information about it to any company of the Crédit Agricole Group in charge of the management and prevention of operational risks (including, without limitation, risk assessment, security, prevention of dishonoured items, fraud) and carrying out the Bank's "Know your customer" procedures and anti-

money laundering checks and screening and monitoring compliance with Sanctions for the Crédit Agricole Group. The Client may request a list of those members of the Crédit Agricole Group who may receive information about it by sending a request to the address specified in the Account Opening Form.

### **13.2 Data protection – Access rights**

Personal data concerning individuals that the Client provides to the Bank shall only be used for those purposes that the Bank has advised the Client of, for the management of the banking relationship, the granting of credit, the provision of products and services, debt recovery, marketing and commercial presentations, statistical studies, evaluation and management of risk, the application of anti-money laundering, anti-bribery and corruption laws, security and prevention of fraud, and compliance with Sanctions. All individuals concerned have the right to object, on legitimate grounds, to the processing of their personal data.

## **14. DISPUTES**

The Client shall address all complaints concerning its relationship with the Bank to its relationship manager or its usual contact at the Bank or their immediate manager, whose details will have been provided to it on its first becoming a customer or subsequently during its relationship with the Bank. The Bank will take all measures it deems necessary to consider the complaint.

## **15. TERMINATION OF BANKING RELATIONSHIP**

### **15.1 Term of the Account Agreement**

The Account Agreement will continue until terminated by the Bank or the Client. The Account can be closed at any time either by the Client or by the Bank subject to fifteen (15) days' prior notice or such other period as specified in the applicable Country Conditions. During such notice period, the Bank shall continue to perform transactions and provide services to the Client in accordance with the terms of the Account Agreement subject to there always being sufficient funds in the Account.

To the extent permitted by Applicable Law, in the event of the judicial liquidation or sale of the Client in any insolvency process, the Bank may close the Account.

On a court ordered reorganisation in case of insolvency process, to the extent permitted by Applicable Law, the Account shall be ruled off and balanced. All the debts due before the order shall be applied against the balance at that time. In the event the Account continues after the date of the order, any later operations shall be booked under a new Account number.

### **15.2 Closure of Account**

When the Account is closed, the Client must return all wholly or partially unused cheque books and other means of payment or equipment issued to it that enable it to perform transactions,

and which are held by it or by its representative or representatives.

Closing the Account starts a liquidation period for pending transactions. At the end of this period, the final balance on the Account shall be calculated.

During such liquidation period, the Client must keep a sufficient credit balance on the Account to cover all outstanding operations.

In connection with the liquidation of outstanding operations to the extent permitted by Applicable Law, the Bank may without limitation:

- a) reverse the debit of the Account with the amount of returned drafts and other dishonoured remittances and retain any amounts it is holding if there are insufficient funds on the Account;
- b) post to the debit of the Account the amounts that it has to pay under any obligations as guarantor, backer/endorser or in any other capacity; and
- c) generally, post to the debit of the Account all amounts which may be due from the Client under any obligations whatsoever which are undertaken/incurred prior to the closure of the Account.

Notwithstanding the reason for closing the Account, if the final balance is a debit balance, the Client shall promptly reimburse such balance and pay interest, charges and fees on this balance. The interest rate will be the last rate applicable to the Account plus 3% (three per cent) a year until final and full payment.

Transactions in foreign currencies may be converted by the Bank without any further act or authority from the Client or the Bank.

## **16. NOTICES**

Any notice, demand or communication which may or must be made under the Account Agreement may be made, unless otherwise expressly specified, by letter delivered by hand or by registered letter with acknowledgment of receipt requested, telefax or e-mail and shall be deemed to have been validly sent upon receipt by the recipient at the addresses as specified in the Account Opening Form or any other address and/or contact details previously notified for such communications.

The Client hereby agrees to indemnify and hold the Bank harmless for and against the consequences of an abusive or fraudulent use which could result from such channels.

## **17. GOVERNING LAW AND JURISDICTION**

These General Terms and Conditions shall be governed by and construed in accordance with the relevant laws of the jurisdiction stated in the relevant Country Conditions governing the Account. The Client hereby irrevocably submits to the courts of the jurisdiction set out in the relevant Country Conditions governing the Account.

BANK REPRESENTATIVE SIGN OFF / DATE	CLIENT LEGAL REPRESENTATIVE SIGN OFF / DATE
Date:  (Company seal <sup>1</sup> of the Bank, and Name & Signature of Bank Representative)	Date:  (Company seal <sup>2</sup> of the Client , and Name & Signature of the Client legal representative)

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<sup>1</sup> Company Chop for CACIB China

<sup>2</sup> Company Chop for a Client in China