

## **General Terms and Conditions**

# I. <u>Provisions applicable to all Accounts, Transactions and Related</u> Services

#### 1. Definitions

Capitalised terms used in these General Terms and Conditions have the meanings given to them in Part IV (Glossary) hereof.

#### 2. Scope

The Harmonised Terms and Conditions shall govern all present and future contractual relations between the Bank and the Customer, and any services or agreements entered into or rendered in connection with such contractual relationships (including any Account, Transaction and Related Service).

The General Terms and Conditions, the Country Terms and Conditions, the Tariff of Standard Charges and any Special Agreement shall be read together and shall constitute a single agreement between the Customer and the Bank.

In the event of conflict between the General Terms and Conditions and the Country Terms and Conditions, the Country Terms and Conditions shall prevail. In the event of conflict between the Harmonised Terms and Conditions and any Special Agreement, the latter shall prevail.

The Harmonised Terms and Conditions supersede any previous agreement or arrangement with respect to any Account, Transaction or Related Service, unless otherwise agreed by the Parties.

#### 3. Information Relating to the Customer

#### 3.1. General Information

The opening and operation of any Account, the execution of any Transaction and the provision of any Related Service are conditional upon the Customer providing the Bank with all the validly executed and delivered Account Opening Documents in the form requested by the Bank. The Bank may require production of a translation of the submitted documents at the expense of the Customer into the English language or the official language(s) of the jurisdiction where the relevant Account is held.

#### 3.2. Power of Attorney

The Bank makes available to the Customer harmonised forms for granting powers of attorney. The Bank may decide that any power of attorney shall not be valid and enforceable against the Bank where (i) there are reasonable grounds for considering so, (ii) the Customer fails to provide the Bank with the Account Opening Documents or (iii) there would be a breach with applicable laws and regulations or internal policies of the BNP Paribas Group.

If an Account has more than one Authorised Signatory but no indication is given as to whether one or all signatories must sign individually or collectively, i) the Bank is entitled to consider that each Authorised Signatory may sign alone (in which case each Authorised Signatory's signature shall be binding on the Customer) and ii) in all cases the Bank can consider that the Customer is liable for the full amount of any debt to the Bank

#### 3.3. Notification of Changes

The Customer shall notify the Bank, without undue delay, of any change in any of the information provided in the Account Opening Documents, including any change to its contact details as well as any change resulting from any modification to the laws and regulations applicable to any Account Opening Document or from a change in the authority of the Authorised Signatories. The Bank will give effect to such changes as soon as practicable. Until such time as the Bank has received such notice of any change, it is entitled to rely on any information, authorisation or document previously provided to it.

#### 4. Orders

#### 4.1. Order Forms

The Customer or its Authorised Signatories, as the case may be, shall give Orders to the Bank using exclusively the forms provided and/or the use of which is authorised by the Bank, in accordance with article 11.

The Bank reserves the right to refuse to execute all Orders given by the Customer in breach of the provisions of this article 4.1.

#### 4.2. Execution of Orders

The Bank may refuse to acknowledge or execute an Order where (i) the acknowledgement or execution thereof would result in the breach of any applicable law, regulation or internal policy of the BNP Paribas Group, in whole or in part, (ii) the relevant Account does not contain sufficient available funds (or if the limit of any overdraft facility made available by the Bank to the Customer is insufficient) or has been attached, or any comparable event occurs, (iii) where it suspects fraud or otherwise unauthorised use of such Order, (iv) the acknowledgement or execution thereof would prove to be excessively complex or entail excessive costs, which were unforeseen by the Bank at the time these Harmonised Terms and Conditions were agreed between the Bank and the Customer, (v) the acknowledgement or execution thereof could possibly damage the reputation of the Bank, (vi) such Order would require to be executed by the Bank outside of a Business Day or (vii) such Order is in a currency which is not processed by the Bank.

Where the Bank receives an imprecise, unclear or incomplete Order, it shall not be obliged to inform or advise the Customer, and it may at its discretion refuse to acknowledge or execute such Order or stay the execution thereof.

Such refusal shall be notified to the Customer. The Bank shall not in any event be held liable for any direct or indirect losses or adverse consequences that the Customer may incur or suffer as a result.

If such refusal is related to a cash withdrawal Order, the Bank may instead, and at its discretion, issue a cheque or request from the Customer details of a bank account to which an amount equal to the one referred to in the cash withdrawal Order should be transferred.

#### 5. Account statements and Transaction confirmations

The Bank will issue account statements in respect of the Customer's Account(s) or confirmations or receipts in relation to Transactions and Related Services at such intervals as the Bank deems customary or appropriate, or as the Bank may otherwise specifically agree with the Customer.

The Customer must examine each account statement, confirmation or receipt promptly. Where such examination discloses any error, the Customer must notify the Bank in writing without delay.

If the Customer fails to notify the Bank within thirty (30) days from its receipt of such account statement, confirmation or receipt, (i) such document shall be deemed to have been approved by the Customer; (ii) each debit, credit or other Transaction contained or recorded therein shall be deemed to be true, correct and binding upon the Customer; and (iii) the Customer shall be deemed to waive any right to raise claims or objections, pursue any remedy or initiate any proceedings against the Bank in respect of such document and/or the Transactions contained or recorded therein.

The Customer authorises the Bank to debit sums incorrectly credited to its Account without further notice or formalities and to reverse or adjust any erroneously entered Transactions, even if the balance of the Account has been expressly or tacitly acknowledged.

#### 6. Sub-contractors

The Bank may appoint sub-contractors who will act under the Bank's responsibility in the performance of any Transaction or Related Service.

The Bank shall exercise due care in the choice of any such sub-contractor.



#### 7. Tariff of Standard Charges

#### 7.1. Tariff of Standard Charges

The Bank shall apply such costs and charges in connection with an Account, Transaction or Related Service as set out in the Tariff of Standard Charges, unless agreed otherwise with the Customer. The Bank shall ensure that the Tariff of Standard Charges as in effect from time to time is made available at all times to the Customer.

#### 7.2. Payment

Where the Customer is the beneficiary of a Transaction, the Bank shall be entitled to deduct any fee, operation cost, charge, commission or interest under the Tariff of Standard Charges prior to crediting the relevant Account.

#### 7.3. Modifications to the Tariff of Standard Charges

The Bank may modify the Tariff of Standard Charges in accordance with article 12, provided that the Customer shall only have the right to close or terminate any Account, Transaction or Related Service adversely affected by such changes under this clause.

Notwithstanding the foregoing and the provisions of article 12, changes decided by the Bank in the interest or exchange rates in respect of any Account, Transaction or Related Service may be applied, with immediate effect and without prior notice and closure or termination right for the Customer, provided that such changes are based on an agreed reference interest or exchange rate.

#### 8. Tax

All payments by the Customer to the Bank shall be made free and clear of and without any deduction for or on account of present or future taxes or otherwise. If the Customer is required by applicable laws or regulations to make such deduction, the sum payable shall be increased so that the net amount received by the Bank shall be the same amount as it would have received had no such deduction been made. The Customer shall bear any taxes, duties or levies that may arise or result from the holding or operation of any Account or from any Transaction or Related Service.

## 9. Duty of Care

The Parties shall exercise due care in the performance of their respective obligations. The Customer shall (i) not act or omit to act in a manner that would cause or facilitate fraud, forgery or similar offence; (ii) as soon as it receives a Payment Instrument, take all necessary steps to keep its personalised security features safe; and (iii) notify the Bank without undue delay on becoming aware of loss, theft or misappropriation of any such Payment Instrument or of its unauthorised use.

#### 10. Collateral for the Bank

## 10.1. One Overall Contractual Relationship

The opening and operation of the Accounts, the execution of the Transactions and the furnishing of the Related Services are and will be carried out and performed as part of an overall contractual relationship between the Parties and, therefore, are and will be interrelated.

As security for the payment, performance and discharge of any obligation or liability of whatever nature (*i.e.* regardless in particular of whether any such obligation or liability is present or future, actual or contingent, primary or collateral, several or joint, due and payable, liquid or ascertainable and of the place of payment, the place of booking or recording of the Bank or the currency of, or the applicable law to such obligation or liability) owed by the Customer to the Bank in connection with any Account, Transaction and/or Related Service, the Bank shall be entitled to exercise the rights set forth in this article 10, without prejudice to any other rights of the Bank as provided for in the Harmonised Terms and Conditions, any Special Agreement and the applicable laws and regulations.

10.2. Set-Off

The Bank may set-off any obligation or liability of whatever nature owed by the Customer to the Bank against any obligation or liability of whatever nature owed by the Bank to the Customer, to the fullest extent permitted under the applicable law. These rights are in addition to any other right of set off or other similar right which the Bank may have.

If any of these obligations or liabilities is unliquidated or unascertained, the Bank may set-off an amount estimated by it in good faith to be the amount of that obligation or liability. The set-off shall occur first and foremost in respect of the non-guaranteed obligation or liability (or portion thereof) of the Customer in the following order: (i) Default Interest, (ii) interest, (iii) charges, operation costs, fees and commissions, and (iv) principal. Thereafter, the set-off shall occur in respect of the guaranteed obligation or liability (or portion thereof) of the Customer in the same manner and order.

#### 10.3. Consolidation of Account

The Bank may, at any time and without prior notice, combine, merge or consolidate all or any of the then existing Accounts, and set-off, apply and/or transfer any sum standing to the credit of any one or more of such Accounts so as to satisfy any obligation or liability of whatever nature owed by the Customer to the Bank in connection with any Account, Transaction and/or Related Service.

Any security or guarantee attached to any Transaction recorded on any combined, merged or consolidated Account shall be deemed to be attached to the balance of the Account resulting from such combination, merger or consolidation.

#### 10.4. General Pledge

The Customer hereby grants a first ranking pledge in favour of the Bank on all its securities, claims, titles, bills and other assets or financial instruments deposited with the Bank, as security for the repayment of its present and future payment obligations towards the Bank, regardless of the cause of these payment obligations. The Customer authorises the Bank to carry out all necessary formalities in order to ensure its first ranking pledge is valid and binding. The Bank hereby accepts this pledge as security. The Bank may not be compelled to relinquish these assets. The right granted by the Bank to the Customer to use pledged assets shall not affect the dispossession thereof

The Customer explicitly acknowledges and agrees that the method of enforcement of the pledge will be determined by the Bank at its own discretion in accordance with applicable laws and regulations. In case of enforcement of the pledge, the Bank may choose between any or all secured assets and may realise the pledge without further notice to the Customer. Where applicable, the Bank is hereby authorised to have inscribed in its name in the registers of the issuer all registered financial instruments to be held by the Customer in its Accounts with the Bank; all other negotiable financial instruments may be furnished by the Bank, in the name and on behalf of the Customer, with a regular endorsement indicating that the financial instruments have been deposited as collateral.

Without prejudice to the preceding clauses or any Special Agreement, the Bank shall be at any time entitled to require the Customer to provide (additional) security to cover the Bank against any risk it incurs or may incur due to Transactions or Special Agreement(s) entered into with the Customer.

## 10.5. Conversion

Where the exercise by the Bank of its rights under this article requires the conversion of one currency into another, the Bank shall use the Spot Exchange Rate prevailing on the date of the set-off, consolidation, combination, merger, payment, transfer, enforcement or other relevant action or event.

#### 11. Notices

Both Parties hereby agree that any notice between them, including in case of fraudulent use of a Payment Instrument, shall be in English or the official



language(s) of the jurisdiction where the relevant Account is held and any such notice shall be given in writing by registered mail or e-mail (always with acknowledgement of receipt) or by any other technical means as the Bank deems customary or appropriate, provided that (i) the Bank may always require the prior execution of a Special Agreement in connection with notices given by certain of these means; and (ii) any termination or modifications refusal notice pursuant to articles 7, 12 or 13 shall be given by registered mail (with acknowledgement of receipt).

When electronic communication is chosen by the Bank, the Customer may request to receive account statements, notices and other notification in hardcopy via ordinary post, for which the Bank may charge a fee specified in the Tariff of Standard Charges and/or communicated by some other appropriate means.

Any such notice to the Customer (including transaction advice, account statements, summary statements and any other correspondence) shall be given to the address or other contact information provided pursuant to article 3 or to such other address confirmed by the Customer in writing and shall be deemed to have been received at the time when such notice would in the ordinary course be received.

Such notice may include a binding decision by an authority that concerns the Customer (particularly attachment orders or orders to produce or submit documents). If the Customer fails to carefully monitor its affairs on a regular basis, or update its contact information, it may, by the passage of time, irrevocably forfeit the right to appeal or challenge the aforementioned binding decisions. Subject to applicable laws and regulations, the Bank shall not be bound to make any enquiry as to the accuracy of the information contained in any notice given by the Customer (or its Authorised Signatories).

#### 12. Amendments

The Bank may modify the Harmonised Terms and Conditions or a Special Agreement by means of a notice sent with its account statements or a letter. Such modifications shall take effect on the first Business Day after the end of the sixty (60) day period following receipt by the Customer of the modification notice. The Bank shall make the modified terms available to the Customer.

If the Customer does not agree with the modifications, it must notify the Bank thereof prior to the expiration of the sixty (60) day period referred to above. In such a case, all and any Accounts, Transactions and Related Services governed by the Harmonised Terms and Conditions or the Special Agreement, respectively, shall automatically be terminated free of charge for the Customer.

The Customer shall be deemed to have accepted a modification if it does not notify the Bank otherwise before the expiration of the sixty (60) day period referred to above. The Bank shall expressly draw the Customer's attention to this consequent approval in its notice.

#### 13. Termination

Any Party may, at any time and in its sole discretion, terminate the Harmonised Terms and Conditions, any indefinite-term Special Agreement, Account, Transaction or Related Service, subject to a thirty (30) day prior notice.

In the event any Party fails to perform or breaches any of its obligations or duties of whatever nature in connection with the Harmonised Terms and Conditions, any Special Agreement, any Account, Transaction or Related Service, the other Party may terminate the Harmonised Terms and Conditions or such Special Agreement, such Account, Transaction or Related Service at any time by notifying such reason with a three (3) Business Day prior notice.

Where the Bank, in its sole discretion, considers there are circumstances under applicable laws or regulations that justify the immediate termination of any Account, Transaction or Related Service, the Bank may do so without prior notice and with immediate effect. The Bank shall have the right not to terminate any Account, Transaction or Related Service where (i) there is any

obligation or liability owed by the Customer or (ii) the Customer has not returned all Payment Instruments.

The provisions of this article 13 are without prejudice to the rights of the Parties pursuant to articles 7 and 12.

#### 14. Consequences of Termination

In the event the Harmonised Terms and Conditions, any Special Agreement, any Account, Transaction or Related Service is terminated, any amount due by the Customer under the Harmonised Terms and Conditions, any Special Agreement, any Account, Transaction or Related Service (by way of principal, interest, commissions, fees, indemnities, costs, charges or otherwise) shall thereupon become due and payable on the applicable termination date. Default Interest (if any) on any such sum shall start to accrue as from such date and the Customer shall return all the Payment Instruments related to such Account or Related Service before that date. The Bank may debit at any time (even after closure) from the balance of an Account (i) any amount owed by the Customer resulting or arising from any arrangement, undertaking or agreement (including guarantees or securities) made prior to the applicable termination date or in connection with such termination, (ii) any charge and cost for any Account, Transaction or Related Service operated, executed and/or furnished by the Bank to the Customer on or prior to such closure or termination, and (iii) the specific costs and charges to be borne by the Customer in relation to such closure or termination (including early termination costs of outstanding Transactions or Related Services).

In case of closure of an Account, the Customer shall provide the Bank with details of the bank account in favour of which the transfer of the remaining balance of such Account is to be made; otherwise, the Bank shall be authorised to issue a cheque to be sent to the latest address or contact information provided to the Bank or to use any other means deemed to be appropriate by the Bank for the purposes of returning the remaining balance of such Account to the Customer. The Customer acknowledges that in executing the Customer's instructions the Bank will fully discharge all its obligations with respect to such Account towards the Customer.

Unless otherwise agreed, any form of security granted as collateral to the Bank under article 10 shall survive the termination of these Harmonised Terms and Conditions and the termination of any Account, Transaction, Related Service and Special Agreement and shall remain binding on and enforceable against the Customer until all amounts payable thereunder (including with respect to any Account, Transaction, Related Service or Special Agreement) have been repaid.

## 15. Severability

The invalidity, ineffectiveness or nullity of a provision of these General Terms and Conditions, of the applicable Country Terms and Conditions, of the Tariff of Standard Charges or of any Special Agreement shall not render the other provisions thereof invalid, ineffective or null. In addition, no forbearance by the Bank from exercising a right granted to it thereunder or by law shall entail a waiver of the said right.

#### 16. Confidentiality and Banking Secrecy

The Customer shall keep confidential the Harmonised Terms and Conditions and each Special Agreement and shall not disclose these to third parties without the prior written approval of the Bank.

The Bank shall keep confidential all information relating to the Customer, the Accounts, the Transactions and the Related Services that the Bank may collect, receive, obtain or be communicated in the course of its relationships with the Customer. However, subject to article 17, the Customer hereby expressly authorises the Bank and each other member of the BNP Paribas Group to collect and disclose information relating to the Customer (including but not limited to information relating to its Representatives and its beneficial owners) to the following recipients:

(a) any member of the BNP Paribas Group, with which the Customer enters or may potentially enter into a relationship or which maintains the Customer's account or provides the Customer with any product or service, to the extent necessary to enable such entity:



(i) to initiate and manage a business relationship with the Customer, and provide any of the products or services that may from time to time be provided to the Customer,

(ii) to fulfil its AML-CFT and Tax obligations resulting from Anti-Money Laundering and Countering the Financing of Terrorism ("AML-CFT") measures, the FATCA Intergovernmental agreements, the Common Reporting Standard which is a part of the Standard on automatic exchange of financial information in tax matters approved by the OECD Council on 15 July 2014 and, where applicable, the Council Directive 2011/16/EU on administrative cooperation in the field of taxation,

(iii) to prevent fraud, or

(iv) more generally, to comply with applicable laws and regulations;

- (b) third party service providers or subcontractors that are used by a member of the BNP Paribas Group, (i) to fulfil all or part of its AML-CFT and Tax obligations or (ii) to provide any of the products or services that may from time to time be provided to the Customer; and
- (c) regulatory, judicial, governmental and other authorities, subject to applicable laws and regulations.

Any Personal Data contained in the information relating to the Customer will be processed in accordance with the following article 17.

#### 17. Data Protection

17.1 The Customer acknowledges that, subject to any applicable law or regulations, the Bank may, as controller (as this term is defined in the EU General Data Protection Regulation 2016/679 ("GDPR")) record, retain, use and otherwise process personal data (as this term is defined in the GDPR ("Personal Data")) about the Customer and any individual whose Personal Data is disclosed to the Bank by or on behalf of the Customer ("Data Subjects"), including Personal Data in the special categories referred to in Articles 9 and 10 of the GDPR), for the purposes of providing Accounts, Transactions and Related Services or other purposes reasonably ancillary thereto or otherwise stated in the Bank's data protection notice referred to in the Country Terms and Conditions as amended from time to time (the "Data Protection Notice") and/or to comply with applicable law or regulations.

The Data Protection Notice sets out the obligations of the Bank and each Data Subject's rights regarding this collection, use and other processing and provides the legally required information in this respect, including information regarding the legal basis for the processing, the sources and categories of the collected Personal Data, the categories of recipients of the Personal Data and the criteria used to determine the period for which the Personal Data will be stored.

- 17.2 The Customer undertakes and warrants that, before disclosing to the Bank any Personal Data in relation to a Data Subject, it has brought to the attention of its Data Subjects the Data Protection Notice and this article 17, and the Customer acknowledges that the Bank and/or any of its affiliates may process the Data Subjects' Personal Data as set out in the Harmonised Terms and Conditions, any Special Agreement and the Data Protection Notice.
- 17.3 Unless legally or contractually obliged to do so, the Customer and its Data Subjects are not subject to any obligation to provide the Bank or any of its affiliates with its or their Personal Data. However, access to and use of any Accounts, Transactions and Related Services provided by the Bank or any of its affiliates may not be able to commence or continue if the Customer or its Data Subjects do not provide Personal Data on request.

# 18. Assignment

The Customer may not transfer and/or assign any of its rights and/or obligations (whether in whole or in part) under the Harmonised Terms and Conditions and any Special Agreement, without the prior consent of the Bank. The Bank may transfer and/or assign all or any of its rights and/or obligations (whether in whole or in part) under the Harmonised Terms and Conditions and any Special Agreement to any member of the BNP Paribas

Group. Such transfer and/or assignment may be made without prior notice to or consent from the Customer.

#### 19. Liability

#### 19.1. General

Without prejudice to any other provision of these General Terms and Conditions (in particular, the provisions of articles 4.2 and 6):

- (a) the Bank shall be liable to the Customer only for fraud, wilful misconduct or gross negligence; and any such liability of the Bank to the Customer shall give rights to compensation and/or indemnification;
- (b) the Bank shall not be liable for any loss or damage, arising from any delay or failure to perform any obligation to the Customer where such delay or failure results from its compliance with what it reasonably considers to be its obligations under any (i) law, decree or regulation, direction or guideline of a public authority (de jure or de facto); (ii) exchange control or currency restrictions and taxes, levies or imposts applicable to any Account balance (or part of it) attributable to the Customer; or (iii) sanctions legislation, anti-money laundering or terrorism financing legislation;
- (c) the Bank shall not be liable for any loss or damage suffered or incurred by the Customer when such loss or damage results from (i) the Customer's own default or breach of any of its obligations or duties under any Service; (ii) any default or breach of its obligations by any third party used or appointed by the Customer in relation to any Account, Transaction or Related Service; or (iii) any Force Majeure;
- (d) in any case, the Bank shall not be liable for any consequential or indirect loss, damages or loss of profit notwithstanding that the Customer may have advised the Bank of the possibility of such loss or damage;
- (e) the Customer acknowledges and agrees that the counter value of the Customer's assets held in a foreign currency (i.e. another currency than the national currency of the country where the respective BNP Paribas Group bank is located) is held by the Bank with its correspondents in the country of the currency in question or another country. Accordingly, all tax or other provisions in the country of the currency in which the Account is held and any measures taken by competent governmental authorities of that country shall apply by operation of law to such Accounts. The Bank shall not be held liable for any losses or adverse consequences that the Customer may incur or suffer as a result of their application;
- (f) the Customer confirms that it has not received and that it does not expect to receive any legal, tax or regulatory advice from the Bank. The Customer is solely liable for analysing and complying with any legal, tax and regulatory constraints that may apply to it in any relevant jurisdiction and for the consequences (especially financial) thereof, particularly the obligation to declare its assets, income and the transactions carried out on its account(s) and/or safe deposit box, and its business relationship with the Bank;
- (g) the Customer furthermore undertakes to indemnify the Bank and hold it harmless from all liability in respect of any claims arising from the violation of the legal, tax or regulatory obligations that could apply to the Customer and to indemnify the Bank for all damages, costs and expenses in connection thereto; and
- (h) the Bank shall not be obliged to defend or represent the Customer's interests in any legal or arbitral proceedings relating to the assets of the Customer, or advise the Customer regarding any action to be taken.

## 19.2. Liability in Connection with Payment Transactions

The provisions of article 19.1 shall not apply to liability of the Parties in the events described in this article 19.2.

(a) Unauthorised Payment Transaction

In the event of an unauthorised payment Transaction, the Bank shall immediately refund to the Customer the amount thereof and in any



event no later than by the end of the following Business Day, after noting or being notified of the Transaction (except where the Bank has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing) and, where applicable, restore the debited Payment Account to the state in which it would have been had such payment Transaction not taken place, unless (i) the Customer has not notified the Bank of the unauthorised payment Transaction within the thirty (30) day period set forth in article 5; or (ii) the Customer has incurred the unauthorised payment Transaction as a result of its own fault or breach of any of its obligations or duties under the Harmonised Terms and Conditions, any Specific Agreement, any Account, Transaction, or Related Service.

The Customer shall not bear any financial consequence resulting from use of any lost, stolen or misappropriated Payment Instrument after receipt by the Bank of its notification pursuant to article 9.

(b) Unexecuted or Improperly Executed Transactions

In the event of an unexecuted or defectively executed payment Transaction, the Bank shall (i) if acting as the payer's bank, immediately refund the amount thereof and if applicable, restore the debited Account to the state in which it would have been had the Transaction not taken place; or (ii) if acting as the payee's bank, immediately place the amount thereof at the Customer's disposal and, if applicable, credit the corresponding amount to the Customer's Account,

both (i) and (ii) above unless:

- the Customer has not notified the Bank of the unexecuted or defectively executed payment Transaction within the thirty (30) day period as set forth in article 5;
- the Customer has incurred the unexecuted or defectively executed payment Transaction as a result of its own fault or breach of any of its obligations or duties under the Harmonised Terms and Conditions, any Special Agreement, Account, Transaction or Related Service:
- the Payment Information provided by the Customer is incorrect; or
- the Bank, if it is acting as the payer's bank, can prove that the
  payee's bank either received the amount of the payment
  Transaction or was the defaulting party involved in the payment
  Transaction; or, if it is acting as the payee's bank, can prove that
  the payer's bank either did not transfer the amount of the payment
  Transaction or was the defaulting party involved in the payment
  Transaction.

Notwithstanding the foregoing, where the Payment Information provided by the Customer is incorrect, the Bank shall make reasonable efforts to recover the funds involved in the payment Transaction. The Bank may charge the Customer for such recovery. In the event that the collection of funds is not possible, the Bank shall provide to the Customer, upon written request, all information available to the Bank and relevant to the Customer in order for the latter to file a legal claim to recover the funds.

(c) Absence of Fraud or Recklessness

Notwithstanding paragraphs (a) and (b) above, in the event the unauthorised, unexecuted or defectively executed payment Transaction results from a Customer's fault or breach of its obligations or duties that is not fraudulent, intentional or grossly negligent, the Bank may, in its sole discretion, decide to refund or make available, as the case may be, to the Customer the amount of such payment Transaction.

#### 20. Representations and Undertakings

The Customer represents and warrants to and for the benefit of the Bank

 (a) it is duly incorporated and is validly existing under the laws of its country of incorporation, has full power and authority to execute the Harmonised Terms and Conditions and each Special Agreement and to open, perform and use any Account, Transaction or Related Service, and has obtained all authorisations necessary for such purposes;

- (b) the Harmonised Terms and Conditions and each Special Agreement constitute legal, valid and binding obligations of the Customer enforceable against it in accordance with their respective terms;
- (c) it is acting in its own name and behalf in connection with the entering into of the Harmonised Terms and Conditions and each Special Agreement, and the opening, performance and use of any Account, Transaction or Related Service;
- (d) neither it nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction;
- (e) neither it, nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, is an individual or entity (a "Person"), that is, or is owned or controlled by Persons that are (i) the target of any Sanctions (a "Sanctioned Person") or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "Sanctioned Country").

The Customer specifically undertakes and warrants that:

- (a) it will promptly notify the Bank of the occurrence of any material deterioration in the Customer's financial or business conditions;
- (b) It will not directly or indirectly, use the proceeds of any payment or collections or lend, contribute or otherwise make available any monies to any subsidiary, joint venture partner or any other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Person.

#### 21. Disputes

The Harmonised Terms and Conditions, any Special Agreement and any non-contractual obligation, dispute or claim arising out of, in connection with or related to the Harmonised Terms and Conditions, any Special Agreement, any Account, Transaction or Related Service shall be governed by and construed in accordance with the law of the jurisdiction designated in the Country Terms and Conditions.

Any dispute or claim arising out of, in connection with or related to the Harmonised Terms and Conditions, any Special Agreement, any Account, Transaction or Related Service (or any non-contractual obligation arising out of, or in connection with them), including any dispute or claim concerning their existence, interpretation, validity or enforcement, shall be submitted to the exclusive jurisdiction of the court(s) designated in the Country Terms and Conditions.

To the extent that the Customer may in any jurisdiction be entitled for itself or its assets to immunity from suit, execution or attachment or other legal process (whether or not such immunity is claimed), the Customer irrevocably agrees not to claim, and irrevocably waives any such immunity to the full extent permitted by the laws of such jurisdiction.

Production by the Bank of the original or a copy of any document or notice sent or communicated to the Customer shall be conclusive evidence of its content and of the fact that it has been received by the Customer, subject to rebuttal evidence produced by the Customer. The form of any such copies may differ from that of any electronically generated document or notice. Subject to rebuttal evidence produced by the Customer, an abstract



from the records of the Bank shall serve as conclusive evidence of (i) the execution, recording and/or provision of the relevant Transaction and/or relevant Related Service by the Bank; (ii) the authorisation by the Customer of the relevant Transaction; and (iii) the non-compliance by the Customer with its obligations and duties under the Harmonised Terms and Conditions or any Special Agreement (in particular with respect to the use of Payment Instruments).

The Customer expressly authorises the Bank to record telephone and electronic communications (including video-conferences used for identification and authentication purposes). The Bank may retain such recordings in accordance with applicable laws and regulations. The books, documents, recording and files of the Bank, in any form whatsoever, will have evidential value, unless proven otherwise. The failure to record or to retain recordings may not be cited as an argument in the event of dispute.

## II. Specific provisions relating to Accounts

## 22. Type of Accounts, Indivisibility

The Bank may open any Accounts pursuant to the Harmonised Terms and Conditions, in Euro or in any other currency.

Transactions denominated in any currency shall be recorded in an Account opened and operated in the same currency or, in the absence of such an Account, in a Euro denominated Account, unless otherwise agreed by the Parties. Therefore, the Bank is not obliged to credit sums to an Account if the Customer does not hold an Account or sub-Account in the currency in which a payment is made. In such event, the Bank may, at its entire discretion, return the funds to the person who initiated the payment or convert the payment into a currency of its choosing. If the recording of Transactions on any Account requires the conversion of one currency into another, the Bank shall use the Spot Exchange Rate prevailing on the date of the recording. Without prejudice to the provisions of article 10, all Accounts opened and operated in the same currency shall be deemed to be part of an Indivisible Account.

## 23. Overdraft

All Accounts must be kept in credit at all times.

If the relevant Account does not contain sufficient available funds (or if the limit of any overdraft facility made available by the Bank to the Customer is insufficient) or has been attached, or any comparable event occurs, the Bank is not obliged to execute or process an Order but may, at its absolute discretion (i) execute an Order, whether in whole or in part; and/or (ii) execute Orders in whatever order it sees fit.

For the avoidance of doubt, overdrawn amounts on an Account which have not been pre-authorised are deemed immediately due and payable at all times, even if the Bank does not specifically request such repayment.

#### 24. Interest

Unless otherwise agreed by the Parties, (i) all Accounts (irrespective of whether they form part of an Indivisible Account) produce debit and/or credit interest; and (ii) to the fullest extent permitted by applicable law, the Customer shall pay interest on any overdue interest and any overdue balance or amount owing to the Bank; in each case at such rate(s) applicable from time to time as specified in the Tariff of Standard Charges.

Unless otherwise agreed with the Customer, interest accruing on the Accounts is to be capitalised monthly or quarterly.

Default Interest shall be automatically due and payable without prior notice and computed from the date on which the payment of the amount due should have been made (included) until the actual payment date (excluded).

## 25. Conditional Credit Entry

Each credit entry of an amount received or to be received in favour of the Customer is made subject to the provision that the Bank actually receives this amount definitely and unconditionally.

If this condition has not been satisfied, the Bank may reverse the credit entry, without prior notification, by debiting the same amount with full retroactive effect (including for value dating purposes).

If the amount received or to be received was converted into another currency when crediting the Account, the Bank may make the debit entry in the other currency at the Spot Exchange Rate available at the time of execution.

#### III. Specific provisions relating to payment services

#### 26. Special Agreements Relating to Payment Services

In addition to the General Terms and Conditions, the Country Terms and Conditions and the Tariff of Standard Charges, payment services provided by the Bank to the Customer in relation to the Accounts may also be governed by Special Agreements related to specific types of payment services or Payment Instruments (e.g. credit card, cheques, transfers or Direct Debit).

#### 27. Consent and Withdrawal of Consent

#### 27.1. Consent

Consent to any payment Transaction shall be given in accordance with these General Terms and Conditions and any other terms governing the issue and use of any relevant Payment Instrument.

#### 27.2. Withdrawal of Consent

Without prejudice to the special provisions that apply to SEPA instant transfers as provided for in Article 29 of these General Terms and Conditions, the following provisions apply to all transfers.

The Customer may revoke its payment Orders (including payment Orders related to Direct Debits) no later than within the end of the Business Day before execution.

If the payment Transaction is initiated by or through the payee, the Customer, acting as payer, may not revoke the payment Order after transmitting the payment Order or giving its consent to execute the payment Transaction to the payee.

The Bank may charge the Customer for revocations of payment Orders in accordance with the Tariff of Standard Charges.

## 28. Execution Time

The maximum execution time for European Payment Transactions is one (1) Business Day from the Point in time of receipt of the Order. The above execution time may be extended by a further Business Day for paper-initiated Transactions.

The Bank will execute any other payment Transaction within a maximum of four (4) Business Days from the Point in time of receipt of the Order, unless applicable laws and regulations allow for a longer period of time and such period is agreed upon between the Bank and the Customer.

By way of exception to the paragraphs above, a SEPA Instant Credit Transfer order shall be executed within ten (10) seconds from the Point in time of receipt.

# 29. SEPA Instant Credit Transfer

The Customer may receive and send SEPA Instant Credit Transfers to/from its Payment Accounts held in the books of the Bank provided that both the payees' and the payers' payment service providers offer this service to their respective customers.

Except in the case of planned and announced maintenance or interruption periods:

• the Bank may receive a SEPA Instant Credit Transfer 24 hours a day on every calendar day.



• The Bank shall execute a SEPA Instant Credit Transfer within the execution time set out in article 28, last paragraph, 24 hours a day, regardless of the calendar day, in accordance with legal requirements.

At the latest upon expiry of the execution time of the SEPA Instant Credit Transfer, the Bank shall inform the Customer whether the amount of the Transaction has been made available on the Payment Account of the payee.

If the Transaction is not carried out within the execution time as set out in article 28, the Bank will immediately restore the Customer's Payment Account to the state it would have been in if the Transaction had not taken place.

#### 30. Verification of Payee service

The Bank offers, at no additional cost and for all SEPA Credit Transfers, a verification of payee service. Within the framework of this service, the Bank verifies, in accordance with the legal requirements, whether there is a match between the name of the payee (or another data element that unambiguously identifies the payee) and the Unique Identifier, when these are provided by the payment service user.

In the context of this provision, the 'name of the payee' shall mean the name and surname in the case of a natural person and the trade name or corporate name in the case of a legal person.

In the event the name of the payee (or another data element that unambiguously identifies the payee) and the Unique Identifier do not match, the Bank shall inform the Customer and warn them that authorising the SEPA Credit Transfer could result in the funds being transferred to a payment account that is not held by the payee specified by the Customer.

If the Bank receives from the payee's Bank a correction to the payee's name associated with the Unique Identifier, the Bank will communicate this name to the Customer.

The Customer is free to decide whether or not to take into account the information provided by the Bank.

If the Customer is not a consumer and submits several payment orders in a grouped format, they may opt out from the verification service. In such an event, the service may be opted in at any time.

Provided that the Bank has complied with the requirements of this article:

- it shall not be liable for the execution of a SEPA Credit Transfer to the wrong payee based on an incorrect Unique Identifier provided by the Customer, and;
- the Customer may not demand a refund due to the fact that the SEPA Credit Transfer was made to the wrong payee. The Customer shall bear all the consequences resulting from failing to take into account the information provided by the Bank.

If the conditions of the payee's verification service are not complied with, and such non-compliance results in an incorrectly executed payment Transaction, the Bank shall reimburse the Customer for the amount transferred and, if necessary, restore the debited Payment Account to the state it would have been in had the Transaction not taken place.

## 31. Blocking of Payment Instruments

The Bank reserves the right to block any Payment Instrument if it suspects or has reason to believe that (i) the security of the Payment Instrument has been compromised; (ii) there has been fraudulent or otherwise unauthorised use of the Payment Instrument; (iii) the Customer may be unable to fulfil its liability to pay; or (iv) the use of the Payment Instrument may be used or result in the violation of sanctions legislation, anti-money laundering or terrorism financing.

If so allowed by the applicable laws and regulations, the Bank shall notify the Customer of the blocking of the Payment Instrument and the reason therefore.

The Bank shall unblock such Payment Instrument or replace it as soon as practicable after the reason for blocking it no longer exists.

## 32. Refusal to Execute a Payment Order

Without prejudice to article 4.2, if the Bank refuses to execute a payment Order, and provided that it is so allowed by the applicable laws and regulations, the Bank shall notify the Customer of such refusal and the reasons therefore, within the applicable execution time as provided in article 28.

The Bank may charge the Customer for such notification, provided that such refusal is justified.

The Bank may suspend the execution of an Order denominated in a foreign currency to the extent that and for as long as such currency may not be obtained by the Bank in an amount sufficient to execute said Order, due to political measures or events in the country of the respective currency.

## 33. Payment Services Charges

If the Customer is the recipient of a payment, the Bank may deduct its charges directly from the amount transferred before crediting it to the relevant Account, in accordance with the Tariff of Standard Charges.

Subject to what is provided in the Tariff of Standard Charges, the Customer pays the charges levied by the Bank, and its counterparty pays the charges levied by its payment service provider.

#### 34. Exclusion of the Payment Service Directive

Unless otherwise provided in the General Terms and Conditions or agreed upon, the Bank and the Customer agree not to apply, to the fullest extent possible, Titles III and IV of the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, in accordance with articles 38 and 61 of such Directive, as implemented in the laws of the relevant Member States of the European Economic Area, as may be amended or supplemented from time to time.

Similarly, unless otherwise provided in the General Terms and Conditions or agreed upon, the Bank and the Customer agree not to apply, to the fullest extent possible, provisions of Regulation (EU) 2021/1230 of the European Parliament and of the Council of  $14^{\rm th}$  of July 2021 (Cross Border Payment Regulation), as may be amended or supplemented from time to time.

#### 35. Financial security policy

The Accounts shall be opened and maintained in compliance with (and subject to) monetary, tax, economic sanctions, asset freeze, anti-money laundering, counter-terrorist financing and anti-corruption laws, in European Economic Area countries, in Switzerland, in the United Kingdom and in the countries involved in a transaction, and in accordance with the conditions set out below.

Therefore, the Bank will ensure that the Transactions it is entrusted comply with the relevant regulations and the financial security policy adopted by the Bank as part of this program.

Within this framework, the Bank generally does not engage in any Transaction or business relationship regardless of the currency:

- For, on behalf of, or for the benefit of any individual, entity, or organization, if such individual, entity, or organization is the target of sanctions by the European Economic Area countries, Switzerland, the United Kingdom, the United States of America, or the United Nations, or in some cases of other local sanctions in the territories in which the BNP Paribas Group operates; or
- Involving directly or indirectly sanctioned territories, including Crimea/Sebastopol, Cuba, Iran, North Korea, or Syria; or
- Involving persons or territories that may be connected to, or controlled by terrorist organizations, recognized as such by the relevant authorities in the European Economic Area countries, Switzerland, the United Kingdom, the United States of America or the United Nations.



The Bank shall not be held liable if it refuses or delays the execution of a Transaction based on its illegality or its non-compliance with its financial security policy. The Customer undertakes to provide the Bank with any document and/or information that the Bank considers relevant in order to determine whether a Transaction complies with the regulations or its financial security policy. Otherwise, the Bank will not be able to execute the Transaction.



#### **GLOSSARY**

**Account** means any current, deposit, payment, checking, savings and/or similar account opened by the Customer with the Bank pursuant to the Harmonised Terms and Conditions or a Special Agreement.

**Account Opening Documents** means (i) the account opening form and the signature card and (ii) the Supporting Documents.

**Authorised Currency** means any currency other than Euro or the official national currency included on the list of currencies that may be used for the opening and operation of Accounts, as determined and made available to the Customer by the Bank.

**Authorised Signatory** means each person duly authorised (whether solely or jointly) to operate an Account or enter into any agreement or Transaction with the Bank on behalf of the Customer.

**Bank** means BNP Paribas S.A., the particular Subsidiary or the Branch of any BNP Paribas Group undertaking where the relevant Account of the Customer is held.

**BNP Paribas Group** means BNP Paribas and any company in which BNP Paribas holds, directly or indirectly, a majority shareholding interest (a "Subsidiary"), any joint venture, as well as any branch of BNP Paribas or its Subsidiaries (a "Branch"), including its successors or assigns.

**Business Day** means any day on which banks located in the relevant jurisdiction(s) are open for business as required to execute Orders, other than weekends and local bank holidays.

Country Terms and Conditions or CTC means for each relevant jurisdiction, the local country terms and conditions that prevail over or supplement the General Terms and Conditions, and that, as between the Customer and the Bank, shall be the Country Terms and Conditions applicable to the jurisdiction in which the Account is opened.

**Customer** means the company or legal entity designated as such in the relevant Account Opening Document.

**Default Interest** means any interest applicable in the event of late payment of any sum due by the Customer to the Bank under the Harmonised Terms and Conditions or a Special Agreement.

**Direct Debit** means a payment service for debiting a payer's Payment Account, where a payment Transaction is initiated by the payee on the basis of the consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider.

European Payment Transaction means any payment Transaction where (i) the payment service provider of the party to the payment Transaction other than the Customer is located within the European Economic Area ("EEA") and the relevant Account is held in a jurisdiction which is also part of the EEA; and (ii) that corresponds to one of the following categories of payment: (a) any payment transaction in euro, (b) national payment transactions in the currency of a Member State outside of the euro area, (c) payment transactions involving only one currency conversion between the euro and the currency of a Member State outside of the euro area, provided that the required currency conversion is carried out in the Member State outside of the euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro.

**Force Majeure** means any event, occurrence or circumstance reasonably beyond the control of a BNP Paribas Group bank, including, without prejudice to the generality of the foregoing, fire, explosion, lack of supply of electrical power, failure in communications networks (including Internet or SWIFT), industrial or civil unrest, terrorist attacks, wars, natural calamities, pandemic and sabotage perpetrated by elements external to a BNP Paribas Group bank.

**General Terms and Conditions** or **GTC** means these general terms and conditions.

**Harmonised Terms and Conditions** means the General Terms and Conditions, any applicable Country Terms and Conditions and the Tariff of Standard Charges (each, as may be amended from time to time).

**Indivisible Account** means the single, indivisible Account consolidating any Account open and operated in the same currency, and the single, indivisible balance of which shall be determined based on the balances of each of such consolidated Accounts.

**Order** means any instruction received by the Bank from the Customer or its Authorised Signatories in connection with any Account, Transaction or Related Service.

Party means the Customer or the Bank, as applicable.

Payment Account means an account held in the name of one or more payment service users which is used for the execution of payment Transactions.

**Payment Information** means the specific information or Unique Identifier that has to be provided by the payment service user in order for a payment Order to be properly executed.

Payment Instrument means a personalised device and/or set of procedures agreed between the Bank and the Customer and used in order to initiate a payment Order, including but not limited to cards, cheques and Direct Debit.

**Point in time of receipt** means the day and time on which the Bank receives the Order of the Customer. Any Order received by the Bank before the applicable cut-off time (as communicated by the Bank to the Customer) on any given Business Day shall be deemed to be received on the same Business Day. Any Order received by the Bank (i) not on a Business Day or (ii) at or after the applicable cut-off time (as communicated by the Bank to the Customer) on any given Business Day shall be deemed to be received on the next Business Day. By way of exception to the foregoing, a SEPA Instant Credit Transfer order is deemed received by the Bank at the moment of its reception, without any cut-off time for receipt and regardless of the calendar day. Subject to the specific provisions provided for in Article 29 of these General Terms and Conditions, if the execution of an Order shall start on a specific day or at the end of a certain period or on the day on which the Customer made the funds available to the Bank, the Point in time of receipt shall be the agreed day (or, if it is not a Business Day before the cutoff time for the relevant branch of the Bank, the following Business Day

**Related Service** means any service provided by the Bank to the Customer in relation to any Account or Transaction (including the delivery of Payment Instruments), as well as any other service as may be agreed upon from time to time.

Sanctions means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, and/or the European Union and/or the French Republic, and/or Her Majesty's Treasury or other relevant sanctions authority.

**SEPA Credit Transfer** means a SEPA payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions, in EUROS, from a payer's payment account by a Payment Service Provider which holds the payer's payment account, based on an instruction given by the payer.

**SEPA Instant Credit Transfer** means a SEPA Credit Transfer which is executed immediately, 24 hours a day and on any calendar day.

SEPA means Single Euro Payments Area.

**Special Agreement** means any specific agreement entered into between the Bank and the Customer with respect to an Account, a **Transaction or a Related Service.** 

**Spot Exchange Rate** means (i) the spot exchange rate observed by the Bank on the continuous foreign exchange market at the time of the payment



transaction processing plus (ii) the Bank's margin. The Spot Exchange Rate is available upon request of the Customer.

**Supporting Documents** means all documents and information reasonably requested by the Bank in connection with the opening and operation of any Account, the execution of any Transaction and the provision of any Related Service, including,

- all constitutive and registration documents (memorandum of association, articles of association, deed or certificate of incorporation, registration certificates and other certificates from the relevant chamber of commerce or registration body, VAT and other tax numbers, etc) as well as corporate documents (minutes of corporate bodies, etc);
- all identity documents (including name or trade name, address, passport, citizenship and power of the Customer and any of its Authorised Signatories, etc); and
- all regulatory information and documents (including all information and forms to be completed in accordance with the prevention of money laundering and unlawful financing activities, or resulting from the United States' "Foreign Account Tax Compliance Act" (FATCA) or the OECD "Standard for Automatic Exchange of Financial Account Information in Tax Matters").

Tariff of Standard Charges means the set of documents setting forth all the fees, operation costs, charges, commissions and interest and exchange rates (including, where reference interest and exchange rates are to be used, the method of calculating the actual interest, and the relevant date and index or base for determining such reference interest or exchange rate) applicable to the opening and operation of any Account, the execution of any Transaction and the furnishing of any Related Service.

**Transaction** means any banking transaction executed by the Bank with respect to any Account or Related Service.

**Unique Identifier** means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment account of that other payment service user for a payment transaction.



## **Country Terms and Conditions - Austria**

#### 1. Scope and identification

These are the Country Terms and Conditions for Austria (hereinafter "CTC") that, together with the General Terms and Conditions (hereinafter "GTC") and the Tariff of Standard Charges, form part of the Harmonised Terms and Conditions and shall govern any Account, Transaction and Related Service that may from time to time be opened, executed or provided by the Bank in connection with its contractual relationships with the Customer.

For the purposes of these CTC, the "Bank" is BNP Paribas S.A. with its registered office at 16, boulevard des Italiens 75009 Paris, and registered at the Paris Trade and Companies Register (Registre du Commerce et des Sociétés de Paris) under n° 662 042 449 and acting for the purpose of these CTC through its Austrian Branch which is registered in Austria under Austrian number FN 468119k and the registered office of which is located at Vordere Zollamtsstraße 13, 1030 Vienna, Austria.

#### 2. Data Privacy

The Data Protection Notice of the Bank that is referred to in the GTC is located on the global CIB website of the Bank:

https://cib.bnpparibas.com/about/privacy-policy a-38-60.html

# I. PROVISIONS APPLICABLE TO ALL ACCOUNTS, TRANSACTIONS AND RELATED SERVICES

3. Governing law, Jurisdiction and Exclusion of certain legal provisions

#### 3.1. Governing law

For the purpose of Article 21 of the GTC, the governing law shall be Austrian law.

## 3.2 Jurisdiction

For the purpose of Article 21 of the GTC, the competent court(s) shall be the courts of Vienna, First District.

## 3.3 Exclusion of certain legal provisions

The obligations of the Bank provided for in Sections 32 to 54 and Sections 56 (1), 58 (3), 66, 68, 70,71, 74 and 80 of the Austrian Act on the Provision of Payment Services 2018 ("Act") shall not apply.

#### II. SPECIFIC PROVISIONS RELATING TO ACCOUNTS

Left blank on purpose

## III. SPECIFIC PROVISIONS RELATING TO PAYMENTS SERVICES

Left blank on purpose