

JANUARY 2022

Account Terms & Conditions

Bank ABC SA

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INTRODUCTION

1. GENERAL INFORMATION

- 1.1 Please carefully read these service terms and conditions (the “**Account T&Cs**”) which cover the provision of accounts by Arab Banking Corporation SA (“**Bank ABC SA**” or the “**Bank**”). They are to be read together with Bank ABC SA’s General Terms and Conditions (the “**General T&Cs**”) and will apply to you, in addition to the General T&Cs, for as long as we provide accounts to you.
- 1.2 **THESE ACCOUNT T&CS SUPERSEDE ANY TERMS AND CONDITIONS APPLICABLE TO YOUR ACCOUNT WHICH HAVE PREVIOUSLY BEEN SENT TO YOU AND SHALL BE DEEMED ACCEPTED BY YOU, AND BINDING UPON YOU, IF YOU CONTINUE TO TRANSACT WITH US AFTER RECEIPT OF THESE ACCOUNT T&CS, AND SUBJECT TO THE CONDITIONS STATED IN ARTICLE 1.5.**
- 1.3 Additional specific terms and conditions (the “**Additional Terms**”) apply to transactions, services, facilities or accommodations which Bank ABC SA may agree to provide to you from time to time. If there is any inconsistency between the Additional Terms and the Account T&Cs, the Additional Terms shall prevail for the purpose of the relevant Transactions.
- 1.4 If you have an account with, or receive any services from, another entity within the Bank ABC Group, or another branch of Bank ABC SA, that entity or branch will have its own terms and conditions which will apply to that account and/or service.
- 1.5 The Account T&Cs may be modified, varied or amended by Bank ABC SA from time to time and you will be informed if any such amendments are made. Bank ABC SA will give you sixty (60) days written notice before any changes take effect.

You are deemed to have accepted the amendments in the absence of any objection made by registered letter with acknowledgment of receipt addressed to Bank ABC SA within sixty (60) days from the date of such notice. Bank ABC SA may change these Account T&Cs at any time to reflect changes in law, regulation or codes of practice which are applicable to Bank ABC SA.

In such circumstances it may not be possible for us to give you any written notice though we shall endeavour to give you as much prior notice as is possible. Please refer to Article 17 of the General T&Cs for more details.
- 1.6 These Account T&Cs apply in relation to all Bank ABC SA’s Transactions with you and apply from the date upon which we first deal or conduct business with you.
- 1.7 If you require any further information please contact your Relationship Manager.

INTRODUCTION

2. DEFINITIONS & INTERPRETATION

2.1 Key words capitalised and used within the Account T&Cs are defined as follows:

Account means any account in your name which Bank ABC SA agrees to open;

Available Funds means the cleared funds held in your Account (including any agreed overdraft (if any)) less the total amount of the payments due to be effected from the Account;

Bank ABC Group means our branches, Bank ABC SA's parent company, ABC International Bank Plc, and any entities and branches wholly or partially owned by it, and Arab Banking Corporation (B.S.C.) and any entities and branches wholly or partially owned by it;

Business Day means a day, other than Saturday or Sunday, on which banks are open for general business in Paris and the financial centre of the relevant currency;

Confirmation means any confirmation which we send you (through any Form of Communication) setting out the terms of a Treasury Transaction;

Customer means any business customer, which is not a consumer, including large corporate customers as defined in the Commission Recommendation 2003/361/EC;

Euro means the lawful currency of the Participating Member States;

Form of Communication means any of the following methods of communication: post; courier; telephone call; electronic (including, but not limited to, SWIFT messages and emails (including any attachments to any email));

Instructions means any instructions given or purported to be given by you or on your behalf which we receive via any Form of Communication;

MFC means the French Monetary and Financial Code;

Participating Member State means any member state of the European Union that adopts or has adopted the Euro as its lawful currency in accordance with the legislation of the European Union relating to Economic and Monetary Union;

Payment Instruction means an Instruction by you to Bank ABC SA to effect a payment from your Account;

Relationship Manager means the Bank ABC SA employee with whom you ordinarily liaise in relation to the Account and/or the business you transact with Bank ABC SA;

Secured Form of Communication means any Form of Communication which is not an Unsecured Form of Communication and makes use of a secured communication channel (for example, SWIFT instructions which are not x99 format, and any other Form of Communication which Bank ABC SA confirms to you in writing is a Secured Form of Communication);

Telephone Callback means our decision (in our absolute discretion) to contact you by telephone in order to confirm any Instructions if: (i) we receive an Instruction through any Unsecured Form of Communication; or (ii) we have reasonable cause (in our absolute discretion) to believe that such Instructions may not be properly authorised by you.

Third Party Payment means a payment for or on behalf of a third party which you propose to make from or receive into your Account (If there will be third party payments made into/from the Account, this needs to be checked with Compliance as there may be KYC implications).

Transaction means any transaction, service, facility or other accommodation agreed by Bank ABC SA with you from time to time;

Treasury Transaction means any of the following Transactions: (i) money market transactions; (ii) foreign exchange transactions; (iii) derivative transactions, in each case as set out in more detail in Articles 9 to 11 (inclusive) below;

Unsecured Form of Communication means any Form of Communication which is not a Secured Form of Communication and makes use of an unsecured communication channel (for example email or fax);

US Dollar means the lawful currency for the time being of the United States of America;

“we”, “us” and “our” means Bank ABC SA;

“you”, “your” and the “Customer” means you the Customer in whose name(s) an Account is opened and/or who has a business relationship with Bank ABC SA. Where an Account is operated by more than one person or has more than one authorized signatory, “you” or “your” refers to any one, both or all of you depending on the context.

- 2.2 Save when specified otherwise in this or other documents from Bank ABC SA, the terms:
- a) **“from”, “to”, “until” and “between” shall include the date or dates mentioned; and**
 - b) **“before” and “after” shall exclude the date or dates mentioned.**
- 2.3 Words importing the singular shall include the plural and vice versa.

ACCOUNT CONDITIONS

3. GENERAL

3.1 To help protect you, us and third parties against the fraudulent use of the banking system we will require you to complete certain documents if you wish to open an Account. If you would like to open an Account, or for more information, please contact your Relationship Manager.

You represent and warrant that at the time you become bound by these Account T&Cs you are the Customer as defined above and Bank ABC SA relies on your representations and warranties in that regard.

You undertake that you shall inform us forthwith upon any change in your status resulting in your ceasing to be the Customer.

3.2 Accounts may be in Euros or in such foreign currencies as we may approve.

3.3 Interest on foreign currency accounts, whether or not held outside France, may be subject to a deduction or withholding under the laws of a jurisdiction other than France.

4. PAYMENTS INTO YOUR ACCOUNT

4.1 You may make payments into your Account by way of forms of electronic payment which we accept. These include, but are not limited to, direct bank transfer and telegraphic transfers. Payments into your Account may not be made by any other method. Third Party Payments may NOT be paid into your Account.

4.2 We shall place the amount of the Transaction at your disposal immediately after our own account has been credited, including for payment transactions which take place within a single payment service provider where, for its part, there is no conversion.

The debit value date for your payment Account shall be no earlier than the day on which the amount of the payment transaction is debited from that payment Account.

4.3 An electronic payment received by us in Euro on a Business Day will be credited to your Account on the same Business Day following receipt of the funds by us. It may take us up to two (2) hours to process the electronic payment. An electronic payment in US Dollars (or other such currency as we may approve) received by us before 3pm on a Business Day will be processed on the same day.

If such US Dollar electronic payment is received after 3pm on a Business Day it will be processed on the next Business Day. An electronic payment in US Dollars which is received after 3pm on a Business Day may, in certain circumstances, be processed on the same Business Day on a best efforts basis.

4.4 If a payment is fraudulently or mistakenly paid into your Account or is confiscated by any competent authority or if we are obligated to return a payment (or any part of it) to the payer for any reason after it has been credited to your Account, you agree that we may subsequently debit your Account with the amount of the payment, together with interest (if any) which has accrued on such payment.

This may happen even if the funds are included in your Account balance, you have used the funds to make a payment or have transferred all or part of the funds.

4.5 An incoming transfer of funds in a currency that the Account to which the transfer has been instructed does not support will automatically generate a foreign exchange transaction with Bank ABC SA into the currency of the Account before crediting the relevant Account.

Bank ABC SA may convert the incoming payment into the currency of the Account at Bank ABC SA's prevailing exchange rate or, in the absence of a prevailing exchange rate, such other exchange rate as Bank ABC SA may reasonably apply. Foreign exchange fees usually applied by Bank ABC SA to foreign exchange transactions shall also apply.

4.6 Transfers received in a currency of the European Economic Area ("**EEA**") by the Bank on your behalf shall be credited to your Account immediately after they are received by the Bank, with the value date on the day they are credited to the Bank's account if it is a Business Day, or on the following Business Day if the date of receipt is not a Business Day.

5. PAYMENTS FROM YOUR ACCOUNT

5.1 The Bank may make available to you upon your request, means of payment such as cheques, transfers, withdrawals and/or the payment bankcard, provided that you are not prohibited from issuing cheques, has not had a bankcard withdrawn for abusive use, and has not been the source of a payment incident recorded on the National File of Consumer Credit Repayment Incidents (Fichier National des Incidents de Remboursement des Crédits aux Particuliers) kept by the Banque de France.

5.2 Payment Instruction may be sent to us by any Form of Communication except telephone call. It shall be filled in by you and bear your original signature. It may be delivered at the counter or sent by mail, email, SWIFT or fax.

When the payment order is sent by post, the order is deemed received at midday on the day of receipt by the Bank.

5.3 You must provide us with the following information below before we will give effect to a Payment Instruction:

- a) **your account number;**
- b) **the amount and currency of the payment;**
- c) **the name, address and any applicable reference of the recipient to whom the payment is being made;**
- d) **the details of the recipient's bank (or its RIB), including the bank's SWIFT code, sort code, account number, International Bank Account Number ("IBAN") if relevant, and the correct Bank Identifier Code ("BIC") if relevant;**
- e) **the date the payment is to be made; and**
- f) **any further information we may require from time to time.**

For standing orders, you must indicate the frequency of the payments.

5.4 We will process a Payment Instruction if:

- a) **you have sufficient Available Funds in your Account;**
- b) **we are not aware of any inaccuracy in the payment details;**
- c) **we are not aware of any reason to stop the payment that may arise due to financial crime prevention purposes, fraud checks or otherwise due to any legal step taken or proceedings commenced;**
- d) **effecting the payment would not be contrary to any applicable law or regulation;**
- e) **any Telephone Callback has been performed to our satisfaction;**
- f) **we are reasonably satisfied that the payment and authorisation are lawful;**
- g) **it is NOT a Third Party Payment; and**
- h) **you have provided us, to our satisfaction, the information required pursuant to Article 5.3.**

5.5 We must receive your payment order by midday.

When the Bank receives the order after midday, or when it is a non-Business Day, the order shall be deemed received at 9.30 a.m. on the next Business Day.

When the payment order is sent by post, the order is deemed received at midday on the day of receipt by the Bank.

When the order is executed on the "remote bank" and outside the Bank's normal opening hours, the order shall be deemed received at 9.30 a.m. on the next Business Day.

5.6 We will process payments solely on the basis of the information provided pursuant to Article 5.3. If incorrect payment details have been provided by you, the payment may be delayed or credited to the wrong account and we will not be liable for any loss incurred by anyone and/or for any delay to the payment being made.

- 5.7 If you ask us, we will make reasonable efforts to recover a payment that has been made following the provision of incorrect payment details. We will tell you the amount of our charges (if any) for doing so at that time.
- 5.8 For any transfer issued and made in Euros, the account of the beneficiary's payment service provider shall be credited by the corresponding amount no later than the end of the first (1st) Business Day following the date of receipt of the order by the Bank, if the beneficiary's payment service provider is located in the EEA. This time limit shall however be extended by one (1) Business Day if the payment order is forwarded by letter or fax.
- For any transfer issued in a currency other than the Euro, the account of the beneficiary's payment service provider shall be credited by the corresponding amount no later than the end of the fourth (4th) Business Day following the date of receipt of the order, if the beneficiary's payment service provider is located in the EEA.
- Transfers issued in Euros or in any other currency to an account opened with a payment service provider located outside the EEA shall not be subject to a maximum performance time.
- For transfers issued in a currency of the EEA, your Account shall be debited with the value date on the day the Transaction is actually recorded.
- 5.9 Unless: (i) it is unlawful for us to provide you with such details; or (ii) we suspect fraud or any financial crime, if we decline to effect a Payment Instruction we will tell you so as soon as reasonably possible after you have authorised us to make the payment about the reasons why it was declined and how to correct any details that may have stopped it from going through. We may charge you every time we tell you that we have declined the Payment Instructions.
- 5.10 To effect an international payment, we may have to route it through other banks. If this is the case, we will use a bank that is chosen by us, a bank in the country the payment is being sent to and/or, where you have asked us to make the payment in a foreign currency, in the country where that currency is the national currency. If we do use an intermediary, you accept that we are not acting as your agent by routing your payment through them.
- 5.11 A payment may be returned to you if the bank we chose as a correspondent returns the payment to us. Bank ABC SA accepts no liability for any loss incurred if a correspondent returns the payment and, whilst we will use reasonable efforts to determine the reason for the return, we cannot guarantee that any reason will be provided to you.
- 5.12 If you are making a payment in a EEA currency or in US Dollar or to a person with an account at a bank in the EEA or the United States of America, we will normally effect the payment and debit your Account on the same Business Day on which we receive the Payment Instruction if the Payment Instruction is received before: (a) 3pm in relation to an EEA currency; or (b) 3pm in relation to US Dollars, on that Business Day. If the Payment Instruction is received after the above times we will normally effect the payment and debit your Account on the next Business Day.

5.13 If you are making a payment to a person with an account at a bank not in the EEA or the United States of America or in a currency which is not an EEA currency or US Dollar the payment may take longer. We may give you an indication of the date on which the payment should be effected.

5.14 There may be a delay in giving effect to a Payment Instruction while crime prevention and due diligence checks take place.

5.15 You may instruct us by any Form of Communication (except telephone call) to cancel a Payment Instruction provided that the Payment Instruction has not yet been processed or effected.

As such, you may withdraw your payment order until receipt of the order by the Bank. For transfers that must be made on a date agreed between you and the Bank, you may withdraw your order no later than the end of the Business Day prior to the agreed date for payment.

For standing orders, the withdrawal of your order shall apply to all future Transactions concerning this standing order unless otherwise indicated by you.

5.16 You acknowledge that Payment Instructions you give us are irrevocable and can be relied on by us in making payments and discharging our obligations to any external payment systems.

5.17 Our responsibility for payments from your Account pursuant to Payment Instructions which we receive is limited to making the payment. We will have no responsibility for any payment being received by the recipient's bank or for any agent or correspondent bank which is involved in the payment. If you ask us, we will use reasonable efforts to trace payments and will tell you of

the outcome. We will tell you the amount of our charges for doing so at the time.

5.18 You are required to ensure that adequate funds are available when a cheque is issued, until the presentation to payment of the cheque.

The refusal of a cheque because of inadequate funds or opposition for loss, theft or fraudulent use of a cheque, shall result in an immediate prohibition against issuing cheques, during five (5) years, on all bank or postal accounts held by you, and shall be recorded in the Central Cheque File (*Fichier Central des Chèques*) (FCC) and in the National File of Illegal Cheques (*Fichier National des Chèques Irréguliers*) (FNCI) kept by the Banque de France. You must immediately return the cheque books in your possession or in the possession of your agents.

If the situation is not fixed, the prohibition remains for five (5) years and a certificate of non-payment is delivered to the bearer of a cheque without sufficient funds at the bearer's initiative.

When the cheque has been issued in violation of a prohibition or when the funds have been withdrawn with the intention to injure the rights of another person, the drawer shall incur criminal sanctions.

6. OVERDRAFTS

- 6.1 You must always keep your Account in credit unless we have agreed terms for an overdraft facility with you.
- 6.2 If we agree an overdraft facility with you it will be subject to Additional Terms. Any overdraft is repayable on demand unless otherwise agreed.
- 6.3 If, on any day, you ask us to make two or more payments from an Account but you do not have Available Funds to make all of them we will decide which payment or payments to make and which to refuse.
- 6.4 If any repayment pursuant to Article 4.4 or payment pursuant to Article 7 would cause your Account to become overdrawn we will deem this to be an automatic request for an overdraft. If, in these circumstances, we agree to provide you with an overdraft we will advise you at that time of the applicable Additional Terms.
- 6.5 If we deem it justified (in our absolute discretion), we may from time to time execute certain orders despite the lack of funds. The resulting debit balance does not, however, confer on you any vested right whatsoever to future credit and must be cleared immediately.
- 6.6 Notwithstanding the foregoing, any overdraft will be subject to Bank ABC SA's current market rates of interest, which may change from time to time.

7. BANK CHARGES

- 7.1 In the event that fixed fees and charges are agreed in relation to Transactions with us, these may be debited from your Account in accordance with the relevant Additional Terms.
- 7.2 We may make a charge for any incidental expenses we incur in providing our services to you. We will advise you of the charge before we provide the service. You authorise us to deduct these charges from your Account when you give your Instructions.
- 7.3 There may be third party banks that apply charges in effecting a Payment Instruction which may be deducted from the amount transferred by you or the amount received by you. If any charges are passed back to us by a third party bank, you authorise us to debit your Account with these charges.

8. CREDIT INTEREST

Where we have agreed to pay interest on credit balances on an Account, such interest will be calculated and paid at the rate and on the basis set out in the relevant Additional Terms.

TREASURY TRANSACTIONS

9. MONEY MARKET TRANSACTION

- 9.1 Any Transaction which represents a fixed deposit of funds by you with us is a money market Transaction (a “**Money Market Transaction**”). The provisions of this Article 9 shall apply to any Money Market Transaction which we agree to from time to time.
- 9.2 After a deposit is placed, we will send you a Confirmation setting out the amount, the interest rate, the deposit period, and the interest payment date(s).
- 9.3 The amount of your deposit will be fixed for the deposit period stated in the Confirmation, and the deposit cannot be added to or withdrawn in whole or in part during that period without our permission, which may be: (i) given or withheld at our absolute discretion; and (ii) given on such terms, and subject to such additional charges as we may notify to you. Subject to our discretion, additional deposits will be placed as a separate Transaction.
- 9.4 You must nominate an Account to which all repayments of, and interest payments on, the deposit will be credited. If you wish to nominate your accounts held elsewhere, a written request must be provided to Bank ABC SA which will be considered at our sole discretion.
- 9.5 Subject to the terms outlined in the Confirmation, interest shall accrue in your favour from the relevant value date until the designated maturity of the deposit and will be paid up to the end of the deposit period.
- 9.6 For deposits placed in excess of one (1) year, interim interest may apply based on terms agreed at the time of the deposit.
- 9.7 At the end of the fixed period as specified by you at the outset, the maturing deposit plus interest will be reinvested for a similar term, unless you instruct us otherwise. Any such Instructions must be received by us two (2) Business Days prior to the maturity of the deposit and no later than the cut-off time for the corresponding currency as specified by Bank ABC SA from time to time.
- 9.8 We shall deal with you as principal in relation to any Money Market Transaction. You should ensure that you understand the nature and risks of each Money Market Transaction.

10. FOREIGN EXCHANGE TRANSACTION

- 10.1 Any Transaction for the exchange of one currency to be delivered by you against another on a specified future date at an agreed exchange rate is a foreign exchange Transaction (an “**FX Transaction**”). The provisions of this Article 10 shall apply to any FX Transaction we agree to.
- 10.2 An FX Transaction request should clearly state the necessary details which include: the currencies being bought and sold; currency amounts; value date / settlement date; and any other details that may be relevant to the FX Transaction. Incomplete requests may cause delay in the timely execution of an FX Transaction and we will not be liable for any commercial costs or losses incurred by anyone in connection with any delay.
- 10.3 Payments under an FX Transaction can be settled through your Accounts held with us, or alternatively, at our sole discretion, we may agree to settle according to the settlement Instructions provided by you in writing.
- 10.4 An FX Transaction request should be received at least two (2) Business Days prior to the first settlement date of the currency pair involved. Any late request received from you will be considered at our sole discretion.
- 10.5 We will not provide you with advice or recommendations in relation to any FX Transaction. We will only provide you with market information, and the decision to conduct an FX Transaction will be entirely yours.
- 10.6 You acknowledge that any payment to be made to us shall be in cleared funds. If you fail to make any payment in cleared funds we shall be entitled either to charge interest until the payment is received in cleared funds or to close out the relevant Transaction by selling out or buying in and to debit your Account with our costs and losses incurred in or in connection with closing out that Transaction.
- 10.7 We shall deal with you as principal in relation to any FX Transaction. You should ensure that you understand the nature and risks of each FX Transaction.

11. DERIVATIVE TRANSACTION

- 11.1 Before we execute certain Transactions relating to derivatives and other investments with or for you (each a “**Derivative Transaction**”), we may require you to enter into Additional Terms (which may be in the form of a master agreement in the form prescribed by the International Swaps and Derivatives Association, Inc. (ISDA)).
- 11.2 We shall deal with you as principal in relation to any Derivative Transaction. You should ensure that you understand the nature and risks of each Derivative Transaction.

12. DORMANT ACCOUNTS

- 12.1 If there are no Transactions on your Account for a period of 180 days or more, your Account may be designated as “Dormant” further to which you will not be able to initiate any Transaction in your Account unless the Account is reactivated by us. This reactivation will only be done after we are satisfied that all relevant internal and external requirements regarding the maintenance of bank accounts, including those concerning client information, have been met.
- 12.2 Pursuant to Article L.312-19 of the MFC, after a period of ten (10) years of inactivity from the last operation, the sums deposited on the said account(s) will be transferred to the *Caisse des Dépôts et Consignations* (“**CDC**”) in accordance with the regulations.
- 12.3 Such transfer as set out in Article 12.2 above shall result in the closure of the account(s) concerned. Amounts so deposited with the CDC that are not claimed by the Client or his successors in title shall be vested by the State from twenty (20) years from the date they are filed with the CDC.
- Six (6) months before the expiry of the aforementioned deadlines, Bank ABC SA shall inform the Customer, or its legal representative by any means, about the deposit of the amounts transferred to the CDC. This deposit causes the closing of the Account.

13. ACCOUNT STATEMENTS

13.1 For each Account, Bank ABC SA will provide you with Account statements at such frequency as may be agreed between us or, in the absence of such agreement, on a semi-annual basis. We shall not be obligated to send you an Account statement which bears no entries.

13.2 You must verify the accuracy of Account statements, Confirmations and advice you receive from us and notify us promptly and in any case and unless otherwise specified herein, within thirty (30) days of receipt, of any inaccuracies.

Failure to do so will be deemed to constitute your approval of the contents, the statement shall be conclusive evidence (as against you only) that all entries in the statement have been properly made by the Bank, you shall not challenge the validity of any such statements or entries for any reason whatsoever and we will not be liable in relation to any inaccuracies.

13.3 We may at any time correct any mistake in any Account statements, Confirmations and advices provided to you and will promptly notify you of the change.

14. POWER OF ATTORNEY

- 14.1 You may “give power of attorney”, i.e. authorise one or more persons of your choice to perform any act of administration or disposition on the Account (“**Authorised Signatories**”). In such case, you will be liable for the Transactions performed by your Authorised Signatories on the Account.
- 14.2 The authorisation shall be governed by the provisions of Article 1984 and seq. of the Civil Code.
- 14.3 The Bank reserves the right not to approve an Authorised Signatory for a legitimate ground.
- 14.4 The power of attorney may be general or limited.
- 14.5 The general power of attorney grants the Authorised Signatory the right to perform all banking Transactions, to request the closing of the Account or even to ask for the opening of another Account under a different number.
- 14.6 A limited power of attorney grants the Authorised Signatory only the right to perform one or more Transactions, or one of more types of Transactions that are specifically set forth, and may be granted only with the Bank’s prior, express consent.
- 14.7 The power of attorney shall be valid until the Bank receives notification of its express revocation by you by letter hand-delivered against note of receipt or sent by registered mail with notice of receipt. The power of attorney shall also end in the event of the closing of the Account.
- As a result, the Authorised Signatory shall no longer have the power to operate the Account or access Account information for the period in which the power of attorney was granted. Moreover, he shall be required to return immediately to the Bank all means of payment in his possession.
- 14.8 No revocation of power of attorney may be enforced against the Bank for any Transaction in progress on the date of receipt of the revocation by the Bank.

15. DEPOSIT GUARANTEE & RESOLUTION FUND

15.1 Guarantee of deposits

In accordance with the provisions of Articles L.312-4 et seq. of the MFC, Bank ABC SA is a member of a deposit guarantee fund whose purpose is to compensate the customer in the event of the unavailability of its deposits or other refundable funds up to 100,000 Euros per depositor.

Deposits on the Account opened at Bank ABC SA, denominated in Euro or in a currency of another country of the EEA, are guaranteed by the Deposit Guarantee and Resolution Fund ("FGDR"), under the terms and conditions set out below.

GENERAL INFORMATION ON DEPOSIT PROTECTION	
The protection of deposits made with Bank ABC SA is ensured by:	Deposit Guarantee and Resolution Fund (FGDR)
Deposit Guarantee and Resolution Fund (FGDR)	€100,000 per depositor and per credit institution (1) The following trade names are part of your credit institution: Arab Banking Corporation SA
If you have several accounts at the same credit institution:	All your deposits registered on your accounts opened in the same credit institution falling within the scope of the guarantee are added together to determine the amount eligible for the guarantee; the amount of compensation is capped at €100,000 (1)
If you have a joint account with one or more other people:	The €100,000 limit applies to each applicant separately. The balance of the joint account is divided between the joint account holders; each one's share is added together with his own assets for the calculation of the guarantee ceiling applicable to him (2).
Other special cases	See note (2)
Time limit for compensation in the event of default of the credit institution:	Seven working days (3)
Currency of compensation:	Euro
Correspondent:	Deposit Guarantee and Resolution Fund 65, rue de la Victoire, 75009 Paris Telephone: 01-58-18-38-08 Email: contact@garantiedesdepots.fr
Find out more:	Please refer to the FGDR website: www.garantiedesdepots.fr/
Acknowledgement of receipt by the applicant: (5)	Where this form is attached to or incorporated into the general conditions or special conditions of the draft contract or agreement, it shall be acknowledged on signature of the agreement. Receipt shall not be acknowledged when the form is sent annually after the conclusion of the contract or agreement.

15.2 General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are compensated through a deposit guarantee scheme. The compensation is capped at 100,000 Euros per person and per credit institution. This means that all credit accounts with the same credit institution are added together to determine the amount eligible for the guarantee (subject to the application of legal or contractual provisions relating to offsetting against its accounts receivable). The indemnity ceiling is applied to this total. The deposits and persons eligible for this guarantee are mentioned in Article L.312-4-1 of the MFC (for further details on this point, see the website of the Deposit Guarantee and Resolution Fund).

For example, if a customer holds an eligible savings account (excluding Livret A, Livret de Développement Durable and Livret d'Épargne Populaire savings accounts) with a balance of 90,000 Euros and a current account with a balance of 20,000 Euros, compensation will be capped at 100,000 Euros.

This method also applies when a credit institution operates under more than one brand name. Bank ABC SA also operates under the following name(s): BANK ABC. This means that all deposits of the same person accepted under these trademarks shall benefit from a maximum compensation of 100,000 Euros.

15.3 Main special cases

The joint accounts are divided equally between the co-holders, unless a contractual stipulation provides for another distribution key. The share accruing to each is added to its own accounts or deposits and this total benefits from the guarantee up to 100,000 Euros.

Accounts to which at least two persons have rights in their capacity as undivided co-owners, partners in a company, members of an association or any similar grouping, not endowed with legal personality, are grouped together and treated as having been made by a single depositor distinct from the undivided co-owners or partners.

Accounts belonging to an individual entrepreneur with limited liability (EIRL), opened in order to allocate the assets and bank deposits of his professional activity, shall be grouped together and treated as having been made by a single depositor separate from the other accounts of that person.

The sums entered in the Livret A, Livret de Développement Durable (LDD) and Livret d'Épargne Populaire (LEP) passbooks are guaranteed independently of the cumulative ceiling of 100,000 Euros applicable to the other accounts. This guarantee covers the sums deposited in all these passbooks for the same holder as well as the interest on these sums up to a limit of 100,000 Euros (for details see the website of the Deposit Guarantee and Resolution Fund).

For example, if a customer holds a Livret A passbook account and a LDD with a total balance of 30,000 Euros and a current account with a balance of 90,000 Euros, it will be compensated up to 30,000 Euros for its passbook accounts and 90,000 Euros for his current account.

Certain deposits of an exceptional nature (sum originating from a real estate transaction carried out on a residential property belonging to the depositor; sum constituting the capital compensation of a damage suffered by the depositor; sum constituting the capital payment of a retirement benefit or an inheritance) benefit from an increase in the guarantee beyond 100,000 Euros, for a limited period following their collection (for more details on this point, see the website of the Deposit and Rescission Guarantee Fund).

15.4 Compensation

The Deposit Guarantee and Rescission Fund shall make compensation available to depositors and beneficiaries of the guarantee, for deposits covered by the guarantee, seven (7) working days after the date on which the Autorité de contrôle prudentiel et de résolution (ACPR) establishes that the deposits of the member institution are unavailable pursuant to the first paragraph of I of Article L.312-5 of the MFC. This period of seven (7) working days is applicable as of 1 June 2016.

This period concerns compensation that does not involve any special treatment or additional information necessary to determine the amount of compensation or to identify the depositor. If special treatment or additional information is necessary, compensation shall be paid as soon as possible.

It shall be made available at the discretion of the Deposit Guarantee and Resolution Fund:

- either by sending a registered letter-cheque with advice of delivery; or
- by putting the necessary information online on a secure Internet space, specially opened for this purpose by the Fund and accessible from its official website (see below), in order to enable the beneficiary to indicate the new bank account to which he wishes the compensation to be paid by transfer.

15.5 Other important information

The general principle is that all clients, whether individuals or businesses, whether their accounts are opened in a personal or professional capacity, are covered by the FGDR. The exceptions applicable to certain deposits or products are indicated on the FGDR website.

Bank ABC SA shall inform you on request whether its products are guaranteed or not. If a deposit is guaranteed, Bank ABC SA shall also confirm this on the statement of account sent periodically and at least once a year.

15.6 Acknowledgement of receipt

By signing an account opening application form you acknowledge that you have received and read provisions of this Article 15. .

Receipt shall not be acknowledged when the form is sent annually after the conclusion of the contract or agreement.

CLOSING THE ACCOUNT

16. TERMINATION OF THE ACCOUNT T&CS

16.1 Termination by the Customer

This Account T&Cs may be terminated by the Customer at any time by sending to the Bank a registered letter with return receipt, subject to notice of one (1) month.

The Customer shall ensure that there are sufficient funds until the unwinding of the ongoing transactions, after which the residual balance will be returned to you. The request for the Account closing must be accompanied by the return of all payment instruments in the possession of the Customer or its representative.

16.2 Termination by the Bank

This Account T&Cs may be terminated by the Bank at any time by registered letter with return receipt sent to the last known address of the Customer subject to two (2) months' notice from the date when it is sent.

This Account T&Cs shall be automatically terminated and the Bank may close the Account, unilaterally at its discretion, and without prior formal notice in the following cases:

- **The Customer's Refusal to provide information required by regulations, in particular the money laundering and terrorist financing regulations;**
- **Incorrect information provided by the Customer concerning, in particular, his financial, assets or tax situation;**
- **A ruling of legal liquidation concerning the Customer;**
- **Occurrence of payment incidents concerning the Customer of which the Bank becomes aware, notably in the event of a banking prohibition against the Customer;**
- **Legal action of any kind brought against the Customer;**
- **Serious misconduct of the Customer (illegal activities, fraudulent acts or false documents for example) or abnormal functioning of the Account.**

16.3 The termination of the Account T&Cs results in the closing of the Account or Accounts that it governs.

17. CLOSING OF THE ACCOUNT

17.1 Closing the Account automatically entails the Customer's right to recover the remaining balance. The balance of the Account shall be determined subject to transactions in progress. No order on the Account shall be executed and all liens on the Account shall be rejected. The Customer shall be required to return to the Bank any means of payment in its possession or in the possession of its Authorised Signatories. The Customer shall be responsible for informing such Authorised Signatories.

Since the closing of the Account automatically results in cancellation of term for the pending transactions, the Bank shall be entitled to cancel, at the Customer's expense and risks, all pending transactions that involve debiting the Account for all sums that the Bank may have to pay subsequent to the closing, to execute all security, endorsements or other liabilities under any commitments made by the Customer prior to the closing of the Account.

17.2 Closing of the Account shall also require the Customer to cover commitments not yet due and made by the Bank on behalf of the Customer, by creation of a sufficient guarantee.

If, as a result of these closing items, the funds for the issued and not yet presented drawings are insufficient or non-existent, the Customer must supplement or provide the funds required. If the Customer fails to do so, the Bank shall be forced to refuse payment.

17.3 Generally, the closing of the Account results, except where stipulated otherwise in a separate agreement, in automatic cancellation of all products and services of the Bank attached to the Account in question.

17.4 **Credit balance of the account at closing**

The balance, if it is a credit balance, and subject to liquidation of pending transactions, shall be available after closing to the Customer during the applicable period established by law.

The Bank may, by any means at its discretion, make available to the Customer the credit balance, if any, on the Account or any other assets of the Customer in its possession at the Customer's risk and expense.

17.5 **Account transfer and banking mobility**

The Customer can request the transfer of its Account.

Any request by the Customer to transfer the account to another bank shall result in the closing of the Customer's Account.

17.6 **Debit balance at closing – Interest – Capitalisation**

If the closing of the Account results in a debit balance, this balance shall be automatically and immediately payable to the Bank. Until full reimbursement, this balance shall bear late interest, fees and costs, calculated under the conditions for an unauthorised overdraft in force on the date the Account is closed and indicated in the Conditions and Tariffs.

Likewise, all transactions which the Bank has been unable to reverse shall bear interest at the rate stipulated above.

- 177 When the overdraft has been covered by a prior offer of credit from the Customer, the late interest, fees and costs applicable shall be exclusively determined by the provisions of such offer.
- 178 The interest accrued after the Account is closed shall be compounded annually. Pursuant to Article 1343-2 of the Civil Code, the capitalised interest due for a full year shall also bear interest.
- 179 The fact that the balance bears interest after the Account is closed does not imply that the Bank has waived immediate payment of the balance or agreed to settlement deadlines.

18. COMPLAINTS

- 18.1 If you want to make a complaint, in the first instance please contact your Relationship Manager.
- 18.2 Alternatively, please contact Bank ABC SA's Head of Compliance (whose details appear below) so that we have an opportunity to answer your concerns. If you remain dissatisfied and would like to have further information about our procedure for resolving complaints, please let us know.

Our aim is to resolve all your concerns internally.

Head of Compliance
Arab Banking Corporation SA
8 rue Halévy
75009 Paris
FRANCE



19. DATA PROTECTION

19.1 Pursuant to the Data Protection Directive (EU) 95/46/EC and the General Data Protection Regulation 2016/679 (hereafter the “**GDPR**”), and according to Law No. 78-17 of 6 January 1978 concerning data protection (hereafter the “**Law on Information Technology, Data Files and Civil Liberties**”) as amended by GDPR, the information that may be collected from the Customer shall be used and communicated to third parties only for the purposes of managing the transactions or to meet legal or regulatory requirements.

You shall have the right to access correct, delete and limit the processing of data under the conditions stipulated by the said Law on Information Technology, Data Files and Civil Liberties as amended by GDPR.

19.2 The personal data of the Customer collected under the General T&Cs, Account T&Cs and any Additional Terms by the Bank responsible for their processing, are essential for its conclusion and performance. Therefore, the delivery of such data by the Customer is mandatory. Otherwise, the Bank will be unable to perform the Agreement.

19.3 The personal data of the Customer may, in the course of various operations carried out under the General T&Cs, Account T&Cs and any Additional Terms, be transferred to companies outside the EEA within or outside Bank ABC Group. In the event that such personal data are transferred to countries outside the European Union which do not offer an adequate level of protection of personal data, the Bank shall take all necessary measures to protect the personal

data transferred, including the conclusion of agreements for transfers outside the European Union based on standard contractual provisions of the European Commission. If you would like to withdraw this consent at any time, you should contact the Head of Compliance, although in certain circumstances it may be lawful for us to continue processing your personal data without your consent.

The data collected may be transmitted to service providers for the performance of subcontracted services and/or to companies of Bank ABC Group for the sole purpose of performing the relevant services provided for. The list of recipients of the information may be obtained from the Bank.

19.4 In accordance with the law no. 78-17 of 6 January 1978 as amended, and the GDPR, the Customer has the right of access to his/her personal data, as well as rectification, deletion of data concerning him or her that are inaccurate or out of date the right of objection for legitimate reasons, and the right to request the portability of such data.

The Customer has the right to request the limitation of processing of its personal data under the conditions defined by the GDPR. The Customer also has the right to object to the use of his/her personal data for commercial purposes which he/she may exercise at any time.

When the Customer exercises its rights of access, rectification, limitation of processing and deletion on its data, it shall specify in writing as far as possible the process to which the request relates. The Customer may exercise its rights by letter accompanied by a copy of an identity document addressed to :

Head of Compliance
Arab Banking Corporation SA
8 rue Halévy
75009 Paris

- 19.5 As an exception, the exercise of the access right to certain processing in connection with anti-money laundering and terrorist financing is carried out at the CNIL:

CNIL
3 Place de Fontenoy
TSA 80715
75334 PARIS Cedex 07

The Customer is informed that it can file a claim to the CNIL to the above address in case of dispute regarding the processing of his personal data.

- 19.6 The length of retention of the Customer's personal data by the Bank shall vary in accordance with the purposes of the processing specified above. Under no circumstances will the Bank retain the Customer's personal data for a period exceeding what is required for those purposes.

The Customer is informed that certain of those purposes imply that the Bank shall retain personal data of the Customer for the duration of the General T&Cs, Account T&Cs and/or any Additional Terms and archive them for the period prescribed by law.

20. GOVERNING LAW & JURISDICTION

20.1. These Account T&Cs, any Confirmation, any Transaction and any Additional Terms:

- are governed by and shall be construed in accordance with French law (including in relation to the existence, validity or termination of these Account T&Cs, any Confirmation, any Transaction or any Additional Terms and non-contractual obligations which arise out of or in connection with these Account T&Cs, any Confirmation, any Transaction or any Additional Terms); and
- are subject to the exclusive jurisdiction of the French courts (including in relation to the existence, validity or termination of these Account T&Cs, any Confirmation, any Transaction or any Additional Terms and non-contractual obligations which arise out of or in connection with these Account T&Cs, any confirmation, any Transaction or any Additional Terms).

