

GENERAL TERMS AND CONDITIONS Professionals

1. Contract

1.1 The purpose of the Contract is to define the conditions and obligations of the Parties in the context of the provision of Services by POST Finance. These General Terms and Conditions form an integral part of the contract.

1.2 The capitalised terms are defined in the Glossary, which may be consulted at any Point of Sale or on the Website, or are otherwise defined by Law.

1.3 The term "you" (and its variations such as "your" or "yours") is used in the Contract to refer to any person not acting as a Consumer.

1.4 The Contract and any issue relating to it are subject to Luxembourg law. The Contract shall be concluded in French and any communications relating to it shall be sent in French.

2. Prices

2.1 You may be charged for the Services, notably in the form of commissions, fees, contributions and/or interest, as indicated in the Price List.

2.2 POST Finance may be required to charge you other fees not shown in its Price List, such as financial intermediation fees, charges related to measures undertaken by the competent authorities with regard to you, fees relating to the refusal or rejection of a Payment Order, actual expenses relating to the judicial recovery of sums due, etc.

3. Terms and Conditions for the provision of Services

3.1 POST Finance is subject to the legal and/or technical constraints, means available and risks connected with the provision of Services.

3.2 POST Finance processes some of your Personal Data in accordance with the Law, according to the procedures described in the Personal Data Notice available for consultation on the Website and at Points of Sale.

3.3 POST Finance may freely change the means and/or procedures for the provision of Services, at no surcharge to you and without substantial change to the Services.

3.4 Within the limits of the legal obligation of professional secrecy, POST Finance may subcontract all or part of its rights and/or obligations under the Contract.

In this case, POST Finance remains fully liable for performance of the Contract.

3.5 Prior to concluding the Contract, you are presumed to have verified that each subscribed Service meets your needs, that you have understood the operation thereof and that you are aware of and comply with your legal and regulatory obligations.

3.6 You must provide the documents and information required to POST Finance or to any external provider designated by it in the context of the Contract (e.g. your tax status, share ownership, control powers, etc.). You must immediately inform POST Finance or the above provider of any change to or renewal of these documents and information required for the provision of Services.

POST Finance will take these changes into account within a reasonable time frame.

3.7 All your documents and information (identification documents, addresses, telephone number, etc.) supplied to POST Finance are deemed to be valid.

3.8 You must comply with your tax obligations and inform POST Finance of your tax situation (e.g. US Person subject to United States tax law) or of any amendment thereto (e.g. change of establishment involving a change of country and/or tax identification number).

3.9 You are responsible for your Security Credentials and any payment instruments (e.g. Card, cheque or pre-printed Credit Transfer form) provided by POST Finance, which remain the property of the latter. They are personal and non-transferable, unless otherwise accepted by POST Finance (e.g. when another person has been accepted as a Holder of a Card associated with your Account).

You must keep and safeguard them carefully taking reasonable security measures, in particular those communicated to you by POST Finance.

3.10 You must immediately notify POST

Finance or the entity designated in the Accompanying Documents, by email, of any unauthorised or fraudulent use of the Services (suspected or proven), and any misappropriation, loss or theft of your Security Credentials and/or your payment instruments. In this case, you must lodge a complaint with the police. For the Cards, please contact SIX Payment Services on +352 49 10 10 and notify POST Finance by email.

3.11 It is your responsibility to respect POST Finance intellectual property rights. Computer programmes, instructions, Cards and other items enabling use of the Services do not become your property. Similarly, a user licence will only be granted to the extent that this is necessary for the Services to be provided and used in accordance with the Contract. You may not under any circumstances change or remove any trademarks, logos or other distinguishing marks that may be affixed to what is provided to you by POST Finance (e.g. Cards).

4. Account

4.1 Your Account is open for an indefinite period. POST Finance will provide you with an Account number in IBAN format which must be mentioned on all communications addressed to POST Finance and/or for certain Payment Orders.

4.2 At no time should the balance of your Account be negative, except within the overdraft limits authorised by POST Finance. If these limits are exceeded, you must immediately repay the full negative balances thus generated and, where appropriate, all charges resulting therefrom. POST Finance has the right, without formal notice, to offset the relevant amounts with your funds credited to POST Finance, in particular from your Easy VISA Card.

4.3 POST Finance will send you Account Statements at regular intervals and an Annual Statement of Fees once a year. You must inform POST Finance of any error in these Statements and/or the Annual Statement within 30 (thirty) days of their date of issue. If no claim is made within this period and except in the case of manifest error, these documents will be deemed valid and accepted by you. For any claim concerning an unauthorised or incorrectly executed Payment Order, this period of 30 (thirty) days will be extended to 60 (sixty) days following the debit date.

4.4 Any instruction given will expire 3 (three) Business Days after Receipt of notification (i) of your revocation decision, (ii) your dissolution, or (iii) the death of the Proxy. You will remain responsible for any transactions that may be performed during these 3 (three) Business Days.

4.5 In the event of POST Finance becoming insolvent, the Fonds de Garantie des Dépôts Luxembourg (Luxembourg Deposit Guarantee Fund- FGDL) will guarantee your funds in accordance with the Law, the conditions of which are described in the Accompanying Documents.

5. Payment Transactions

5.1 Any Payment Transaction that you initiate will be considered authorised once you have confirmed this transaction with your handwritten signature (paper Credit Transfer and cheque), a strong means of authentication (transactions via Online Banking) or any other means agreed in Article 15.4. If you have access to Online Banking, you may also, following strong authentication and subject to express consent, authorise initiation of a Payment Transaction or access to, and the use of, information on your Account by authorised providers. You may also withdraw this authorisation after notifying POST Finance, according to the methods described in the Accompanying Documents.

5.2 The rules regarding unauthorised Payment Transactions are detailed in the Law and explained in an Accompanying Document.

5.3 Payment Orders are irrevocable.

5.4 POST Finance is not required to execute Payment Transactions when the balance of your Account is insufficient at the time of execution and/or in the event that the authorised limits are exceeded. If a Payment Transaction is executed despite an insufficient balance, you undertake to regularise your Account in accordance with Article 4.2.

5.5 POST Finance will not take into account Payment Orders presented on media not conforming to POST Finance standards or if the labelling is incomplete, amended or inaccurate. Unless the currency is expressly stated in the Payment Transaction, the transaction will be automatically processed in euros. Paper Payment Orders must indicate an execution date. By default, or if the Payment Order is issued after this date, the execution date of the Payment Order will be the date of its Receipt.

5.6 The account number of the Payee indicated on a Payment Order shall be deemed correct, without POST Finance having to carry out any verification or correlation with any other information.

5.7 The time limits and execution procedures for Payment Orders are indicated on the Price List and described in the Accompanying Documents.

6. SEPA Direct Debit

6.1 POST Finance executes SEPA Direct Debits on the basis of instructions received by the Payee or his/her bank. POST Finance is not required to verify the terms and amounts agreed between you and your Payee.

6.2 POST Finance cannot be held responsible for the accuracy of data provided by the Payee and may not be held liable for the validity or frequency of withdrawal requests made or the amounts charged to your Account. POST Finance cannot be held liable for any failure on the part of the Payee to fulfil his/her obligations, including the pre-notification obligation.

6.3 SEPA Direct Debit withdrawal requests received in the context of a Direct Debit will be regarded as instructions to withdraw the amount indicated from your Account. Any withdrawal request thus received by POST Finance will be considered to have come from the Payee indicated therein. POST Finance is not required to verify either the authenticity of the withdrawal request or its origin and shall not incur any liability in this respect.

6.4 POST Finance will refuse any withdrawal request based on the SEPA Direct Debit order of a Payee or his/her bank that is submitted more than 36 (thirty-six) months after the last withdrawal under the same SEPA Direct Debit order.

7. Cards

7.1 POST Finance may, on request, issue one or more Card(s) to you for yourself or for another person. The Account Holder is responsible for the payment of amounts due as a result of the use of any Card associated with his/her Account. POST Finance remains the owner of the Card. You undertake to destroy or return the Card upon first request by POST Finance.

7.2 When the Card has a signature strip, the Holder must sign it on the back, upon receipt.

7.3 The Card has a limited period of validity. Upon expiry of the period of validity, you undertake to return it to POST Finance or destroy it. In the event of non-fulfilment of this obligation, the Holder and you are jointly and severally liable for any consequences that might result. The Card Holder will receive a new Card, unless POST Finance refuses to renew it or the Holder gives written notice that he/she does not want to receive a new Card, at least 1 (one) month prior to the expiry date of the Card.

7.4 A dispute between the Holder and a merchant may in no way justify refusal of the debits associated with payments made with the Card.

7.5 You authorise POST Finance to debit from your Account the amount of the cash Withdrawal and/or payment transactions performed with the Card. By signing a receipt or presenting the Card (in particular next to a Terminal during a *Contactless* transaction) and/or by the use of Security Credentials, the Holder acknowledges that he/she is liable for the sums requested vis-à-vis the merchant and/or financial institution providing the funds.

7.6 The Cards enable the Holder to withdraw or deposit cash at ATMs and perform Payment Transactions on Terminals within the European Union and in some other countries. The list of countries and partner networks is subject to change without notice being given by POST Finance. The Price List specifies the limits concerning transactions (e.g. amount, frequency, etc.).

8. Cash and cheques

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8.1 Depending on the amount and/or cash Withdrawal or deposit procedures that you wish to perform at a Point of Sale, you may be asked to accept a notice period.

8.2 ATM cash withdrawals or deposits are subject to (i) technical constraints and (ii) the limits laid down in the Contract.

8.3 In the event of disappearance, theft or misuse of a cheque issued by you, objection to its execution may be made in writing provided it has not been paid by POST Finance.

9. Online Banking

9.1 POST Finance enables you to access certain Services and provides you with access to your Account via Online Banking on the basis of a secure authentication procedure, as detailed in an Accompanying Document.

9.2 You will ensure that the technical and operational characteristics of your internet access and your Device enable you to access Online Banking.

10. Amendments

10.1 POST Finance reserves the right to amend the Contract and/or the Accompanying Documents unilaterally for any objectively justifiable reason (e.g. legal or regulatory obligation, constraints resulting from the commercial relationship between POST Finance and its suppliers, implementation of new Services, termination of certain Services, etc.). You are not entitled to any compensation if the amendment to the Contract is not detrimental to you or involves a rate increase due to increased taxes or duties applicable to the Service or an increase in the consumer price index. You will be notified of the amendment to the Contract no later than 2 (two) months prior to the date of its entry into force. You may refuse the amendment during this period, in which case such refusal will be regarded as a request for termination of the Contract with immediate effect. In the absence of a notified refusal, you are deemed to have accepted the amendment.

10.2 Any amendments to the Contract arising from legislative or mandatory measures will come into effect from the entry into force of these measures.

10.3 Changes in interest or exchange rates will apply immediately and without notice, provided that these changes are based on the reference interest or exchange rates set in accordance with the Law.

10.4 Certain items in the Accompanying Documents consist of simple information liable to change without notice.

11. Pledge/guarantees

11.1 The amounts deposited in your Account are pledged in favour of POST Finance, without affecting your freedom to use them. The pledge thus constituted may be seized by POST Finance to ensure the repayment of sums due.

11.2 POST Finance may require additional guarantees to be provided, in particular to cover any risks that it may face due to your transactions.

12. Suspension/termination

12.1 POST Finance may, unilaterally and without notice, suspend, limit or terminate a Service or, where appropriate, all or part of the Contract if:

- (a) you and/or the Card Holder fail to comply with the Contract;
- (b) there is a risk that the Service will be used in a way that is in breach of the Contract, inappropriate, unauthorised, illegal or fraudulent;
- (c) legal or regulatory constraints and/or the decision of a competent court or authority so require(s) it;
- (d) you have not settled your negative balance within the time limits, after prior formal notice has been served by POST Finance;
- (e) the Service has not been used or there has been no movement in the Account over the last 24 (twenty-four) months or any other period provided for by Law;

(f) your solvency is compromised;

(g) it is in order to safeguard your interests;

(h) your activities, those of the Card Holder or the actual Payee are contrary to public policy, accepted principles of morality and/or the Law.

12.2 POST Finance may terminate the Contract subject to a 2 (two) months' notice.

12.3 You may terminate your Contract subject to a 1 (one) months' notice. In the context of a liquidation procedure concerning your assets, POST Finance may permanently close or block your debit and credit Account upon the request of your liquidator.

12.4 You will need to settle any outstanding amounts on your Account by the Contract termination date, as well as all pending debit amounts, plus any charges and interest on debts. The positive balance on the date of termination (subject to amounts still being processed) will be paid to you in cash or transferred directly into the Account designated by you for this purpose. Once the Account balance has been settled, the Account will be closed and all Services relating to it will cease. You must return all payment instruments and means of payment made available to you to POST Finance.

12.5 Termination of the Contract relating to one Card does not result in the automatic termination of your other Cards. As the Account Holder, you may terminate the Contract allowing a Card Holder to use a Card associated with your Account. You will remain liable for transactions performed with that Card until its effective return or destruction and for any outstanding amounts that have not yet been notified to POST Finance. You and the Holder will be jointly and severally liable for transactions performed with a Card that has not been properly destroyed or returned to POST Finance. Upon expiry of the notice period following notification of termination, you may no longer use the Card and must destroy it or return it at the first request of POST Finance.

13. Liability

13.1 Subject to the provisions of the Law, POST Finance may only be held liable in the event of serious misconduct or fraud.

13.2 POST Finance declines all liability and/or compensation for the following kinds of damage and/or losses:

- (a) indirect, intangible, uncertain, relating to loss of opportunity, data, image, harm to reputation, customer base, turnover and/or commercial figures;
 - (b) relating to the behaviour of merchants to whom the Card is presented; in particular, refusal to accept the Card;
 - (c) as a result of technical problems that prevent the Card from being used;
 - (d) in the event of difficulties logging on to the Website or incorrect configuration or malfunction of the Device being used, the secure authentication procedure, or Terminals or ATMs managed by a third party;
 - (e) in the event of force majeure;
- 13.3 You represent and warrant that you will indemnify POST Finance and the companies of the POST Group for any harmful consequences resulting directly or indirectly from any failure to meet one of your obligations.

14. Confidentiality

14.1 Confidential Information may not be disclosed to the staff, subcontractors and/or subsidiaries of the receiving Party unless they require such access for performance of the Contract. In all other cases the prior written consent of the Party disclosing the Confidential Information is required.

14.2 The disclosure of Confidential Information to the receiving Party does not grant it any right of any kind over this Confidential Information.

14.3 The receiving Party may be required to provide and/or grant access to the Confidential Information in order to comply with statutory provisions, court orders or the orders of a competent authority.

In such cases he/she/it must immediately inform the other Party in writing within the limits provided for or authorised by Law, and must limit such disclosure to include only that Confidential Information which he/she/it

is strictly required to disclose in that context, being sure to specify that the information is confidential.

15. Communication

15.1 By default, POST Finance will use the Account Statements and email to communicate with you, inform you and send you notifications in the context of the Contract and provision of Services.

15.2 You may also send and direct notifications to POST Finance using an address previously provided to POST Finance, by post or at any Point of Sale. In the event of any dispute, you must prove that POST Finance received your notification. Any notification of suspension or termination must be sent to the other Party by registered post with acknowledgement of receipt. You may also terminate or suspend certain Services at Points of Sale, subject to the issue of an acknowledgement of receipt by POST Finance. Notifications given in accordance with this Article will be processed within 3 (three) Business Days of receipt. POST Finance will validly send information to your last known address, should you fail to inform POST Finance of your change of address.

15.3 The records kept by ATMs, Terminals, via Online Banking or other IT systems constitute proof, both in your relationship with POST Finance and as regards third parties.

15.4 POST Finance uses IT resources in the context of the Services, for example to generate a code or apply it to a dedicated support medium for Cards, the strong authentication to access Online Banking or to apply a handwritten signature to an electronic medium. You and POST Finance acknowledge that these resources have the same legal value as a handwritten signature on paper.

15.5 In the event of suspicion of fraud, established fraud or a security threat, we will contact you directly on the telephone number that you will have given to us beforehand or, by default, by regular post.

16. Claims

16.1 If you have any questions or claims, you may contact POST Finance:

- (a) at any of its Points of Sale during the opening hours indicated on the Website;
- (b) via the call centre during the opening hours indicated on the Website, on 8002 8004 from Luxembourg (free call) or on +352 2424 8004 from abroad;
- (c) via the contact form available on the Website;
- (d) by post, for the attention of POST Finance, Service Réclamation, L-2997 Luxembourg;
- (e) by email to reclamation.finance@post.lu or any other address indicated on the Website, or
- (f) via any other means indicated on the Website.

16.2 If you are not happy with our reply, you may submit your request to the Management of POST Finance in accordance with the procedure available on the Website.

16.3 If you have followed the steps described in Articles 16.1 and 16.2 and no solution has been found, or failing any amicable agreement with regard to your claim, provided that no lawsuit has been filed in a court of law, you may send your request to the Commission de Surveillance du Secteur Financier (CSSF) - www.cssf.lu - in accordance with the Law. POST Finance is registered under No P00000178 in the official table of financial sector professionals held by the CSSF, whose head office is at 283, route d'Arlon, L-1150 Luxembourg (www.cssf.lu).

16.4 If none of the above procedures is initiated or leads to a settlement, the courts of the Grand Duchy of Luxembourg shall have competence and may be seized.