

**General Terms and
Conditions
CREDIT SUISSE
(LUXEMBOURG) S.A.,
France branch**



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These General Terms and Conditions (hereinafter referred to as the “**General Conditions**”) apply to the entire business relationship between the client – identified and referred to under the terms, as the case may be, either of the agreement entitled “Master Agreement Relating to Your Relationship with CREDIT SUISSE (LUXEMBOURG) S.A. and CREDIT SUISSE (LUXEMBOURG) S.A., France Branch,” or the agreement entitled “Agreement for the Provision of Shared Services by Two Entities of the Credit Suisse Group (“Shared Relationship”)” (hereinafter referred to as the “**Client**”) – and CREDIT SUISSE (LUXEMBOURG) S.A., France branch (hereinafter referred to as the “**Bank**”). For the purposes of the business relationship between the Client and the Bank, these General Conditions form an integral part, as the case may be, either of the “Master Agreement Relating to Your Relationship with CREDIT SUISSE (LUXEMBOURG) S.A. and CREDIT SUISSE (LUXEMBOURG) S.A., France branch”, or the “Agreement for the Provision of Shared Services by Two Entities of the Credit Suisse Group (“Shared Relationship”)”. These General Conditions and whichever of these two agreements is applicable constitute a single agreement from a legal and regulatory viewpoint (hereinafter referred to as the “**Agreement**”). The Bank is established at 86, Boulevard Haussmann, CS 40047, 75008 Paris (France) and is registered in the Paris Trade and Companies Register under number 808 392 104. The Bank is a branch of CREDIT SUISSE (LUXEMBOURG) S.A., a Luxembourg law limited liability company with capital of CHF 230,936,000, having its registered office at 5, rue Jean Monnet, L 2180 Luxembourg, registered in the Luxembourg Trade and Companies Register under section B 11756, authorized as a credit institution, investment services provider, and insurance intermediary (hereinafter referred to as “**CREDIT SUISSE (LUXEMBOURG) S.A.**”). CREDIT SUISSE (LUXEMBOURG) S.A. is part of the UBS Group entities. It is subject to supervision by the Commission de Surveillance du Secteur Financier (“CSSF”), the Luxembourg financial sector regulator. The CSSF is established at 283, route d’Arlon, L-1150 Luxembourg. CREDIT SUISSE (LUXEMBOURG) S.A. is in particular authorized to carry out in France the activities authorized in its home country by way of free establishment through the Bank, its branch in France. In addition, for certain operations (in particular under the rules of good conduct), the Bank is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR), established at 61 rue Taitbout, 75436 Paris Cedex 09, and the Autorité des Marchés Financiers (AMF), established at 17, Place de la Bourse 75082, Paris Cedex 02.

The information contained in the brochure entitled “Your Banking Relationship with CREDIT SUISSE (LUXEMBOURG) S.A.” as amended at any time (“Client Information Booklet”), as well as in any other information brochure communicated by CREDIT SUISSE (LUXEMBOURG) S.A. or by the Bank to the Client apply, where relevant, to the services provided by the Bank to the Client and to the contractual relationship between the Client and the Bank and supplement the information contained in the relevant points of these General Conditions.

I. Basic rules governing the relationship between the Client and the Bank

A. Scope of the General Conditions

Art. 1

- (1) These General Conditions apply to the provision of investment services by the Bank to the Client, and in particular to investment advisory services relating to the Client's assets deposited with the head office of CREDIT SUISSE (LUXEMBOURG) S.A., as well as the receipt and transmission of orders to buy or sell financial instruments through the account held by the Client with CREDIT SUISSE (LUXEMBOURG) S.A. These General Conditions are intended to govern the entire contractual relationship between the Client and the Bank, subject to the application of contrary or more precise provisions contained in specific agreements. In the event of any conflict between the provisions resulting from those specific agreements and the provisions of these General Conditions, the provisions of said specific agreements shall prevail.
- (2) These General Conditions shall also apply to other services provided by the Bank to the Client, such as referencing and introduction services with CREDIT SUISSE (LUXEMBOURG) S.A., the distribution of financial products, commercial and administrative management services for the Client relationship, including for activities carried out directly by CREDIT SUISSE (LUXEMBOURG) S.A. with the Client, arranging and structuring financing solutions with the Client, and insurance intermediation activities, all to the extent, however, that these General Conditions apply to said services given their nature.
- (3) No other general terms and conditions coming from the Client shall apply.
- (4) Unless otherwise specified, it is agreed that these General Conditions shall apply regardless of the category of financial instruments involved in the transactions processed on behalf of the Client. For the purposes of these General Conditions, financial instruments (hereafter "**Financial Instruments**") are all those considered as such within the meaning of the French Monetary and Financial Code, as listed below:
1. Shares and other instruments which give, or could give, direct or indirect access to capital or voting rights, and which are transferable by book entry or delivery;
 2. Debt instruments, each of which represents a right against the legal entity or securitisation fund which issues them, and which are transferable by book entry or delivery, with the exception of bills of exchange and certificates of deposit;
 3. Units or shares in undertakings for collective investments;
 4. Financial futures;
 5. And any financial instruments equivalent to those mentioned in the preceding subparagraphs, issued on the basis of foreign laws;
- As well as any new financial instrument that may subsequently be included in the French Monetary and Financial Code.
- (5) For the purposes of these General Conditions, the following definitions shall apply:

“**Affected Person**” means any person involved in the business relationship with the Bank other than the client, such as beneficial owner(s) (if different from the Client), any controlling person(s) (as applicable), legal and authorized representatives, as well as any person(s) holding a power of attorney.

“**Bank Business Day**” means any day on which the Bank is open for business (i.e. on all working days in France, except for Saturdays, Good Friday, Whit Monday, 24th and 31st of December)

“**Consumer**” means any individual who, in his business relationship with the Bank, is acting for purposes other than his trade, business or profession

“**Force Majeure Event**” means

- an event that occurs in the course of the contractual relationship between the Bank and the Client which is unpredictable, could not have been avoided, is outside the control of the Bank, and impedes or wholly precludes the Bank’s ability to perform a contractual obligation, such as strikes, acts of war, civil war, riots, power cuts, lock-outs, interruption or unavailability of telecommunication systems or other systems of the Bank (e.g. in case of a fire or similar events);
- any other force majeure event construed under French law.

“**Group**” means the group of companies directly or indirectly owned by UBS Group AG.

“**Instruction**” means any Order relating to the purchase or sale of Financial Instruments, an instruction relating thereto or any other type of instruction that the Client sends to the Bank.

“**Order**” means a verbal, digital or electronic (e.g. Online Banking, Bloomberg) or written instruction to execute a transaction in a Financial Instrument on behalf of a Client and accepted by the Bank for transmission.

“**Sanctions**” means economic and/or trade sanctions imposed at a governmental level (e.g. in the United States, through the Office of Foreign Assets Control – OFAC), and at the level of international organizations (such as the United Nations) to pursue national and international security or other policy goals and directly applicable to the Bank through relevant laws, regulations, and national or international policies, including related sanctions lists administered e.g. by the United Nations (“UN”), the European Union (“EU”), OFAC, SECO (State Secretariat for Economic Affairs) of Switzerland, the Monetary Authority of Singapore (MAS), the Hong Kong Monetary Authority (HKMA), or his Majesty’s Treasury (HMT) of the United Kingdom, the Ministry of Foreign Affairs or the General Directorate of the Treasury of France or any other relevant authority, or indirectly applicable through internal Group policy.

B. Amendments to the General Conditions and specific agreements

Art. 2

- (1) The Bank reserves the right to amend these General Conditions and/or any specific agreement relating to the contractual relationship between the Client and the Bank and/or to add new provisions to them at any time for the following reasons: changes to laws or regulations applicable to the banking sector and financial markets or with respect to tax regulations, modification of practices with respect to banking or investment services, financial market conditions, or changes in costs (including

changes in the level of price inflation) or methods (e.g. technical means) of providing banking or investment services in France.

- (2) When the Bank intends to amend these General Conditions and/or any related agreement/document or to add new provisions thereto, it shall inform the Client at least sixty (60) days prior to the proposed effective date.
- (3) This information for the Client may be transmitted in any agreed form under the business relationship, with the understanding that the Bank reserves the right to require that this information be sent by mail. The Bank may also communicate the amended General Conditions and/or any related agreement/document by providing the Client with an internet link that can be used to access these documents, provided that the Client has expressly consented to this method of communication and has confirmed having regular access to the internet. However, the Bank will provide hard copies of these documents upon request and free of charge. These amendments may also be made by means of separate supplementary document(s) which will form an integral part of the contractual documentation governing the relationship between the Client and the Bank.
- (4) If the Client fails to object in writing prior to the anticipated date of entry into force of the proposed amendments, the Bank's amendments, additions and separate documents shall become legally valid for all current and future business relationships with the Client on the date indicated by the Bank. The Client will be deemed to have consented to the proposed amendments.
- (5) If a written objection is received from the Client before the anticipated date of entry into force of the proposed amendments, the Client is entitled to terminate the contractual relationship with immediate effect at any time until the anticipated date of entry into force of the proposed amendments.
- (6) By way of exception to the foregoing, the Client acknowledges and agrees that changes to purely informative data contained in these General Conditions or in any separate document, or not likely to have an impact on the rights and obligations of the Client and the Bank, may take place at any time without the right of objection, and will be communicated by the Bank by any means.
- (7) Where the Bank communicates the amendments to the Client by providing an internet link, it undertakes not to unilaterally change the document/information in question provided via this link (until such time as this document/information is subsequently amended in accordance with this Article 2).

C. Classification of the Client

Art. 3

CREDIT SUISSE (LUXEMBOURG) S.A. shall inform the Client by separate document of the Client's categorization as a non-professional client or a professional client.

D. Transmission of instructions, correspondence, and investment advice

1. Instructions from the Client for Order receipt and transmission and provision of investment advice

Art. 4

- (1) Subject to the application of paragraph 3 below, any Instruction given by the Client regarding the services (including Instructions given as part of the order receipt and transmission activity or in the context of requests for specific advice), as well as any other statements, notifications, and/or other communications from the Client must be transmitted by postal mail. The Client is informed that the Bank will not accept

Instructions, statements or any other communications transmitted by any other means, including fax or electronic messaging.

- (2) As an exception to the foregoing, at the Client's request, the Bank is nevertheless free to advise the Client, process the Client's Instructions, and accept any statement or other communication coming from the Client by telecommunication (specifically, by fax or telephone, under the conditions set out in Article 30 below. However, unless otherwise agreed in writing, the Bank does not accept (and will not transmit for execution where appropriate) Instructions, statements or any other communication from the Client transmitted by email.

If the Bank executes or transmits for execution where appropriate instructions issued via telecommunications (this including the email in the event of a written agreement providing for it), it is explicitly agreed that the document which the Bank receives or issues (where applicable, e.g., by way of confirmation) shall constitute proof of the instruction issued by the Client. In case of use of any telecommunication mean (this including the email in the event of a written agreement providing for it), the Client undertakes to take all appropriate precautions to avoid any transmission error or fraudulent use of the Client's means of communication.

- (3) The Client shall ensure that Instructions to the Bank are phrased clearly and without ambiguity. Any confirmation of, or amendment to, an Instruction shall be identified as such.
- (4) In accordance with applicable regulations, the Bank records telephone conversations and electronic communications with the Client, the latter's authorized representatives, authorized signatories, and agents in connection with the services provided by the Bank to the Client and retains these recordings in electronic form under the applicable statutory and regulatory conditions. In this regard, a copy of the recording of any conversations and communications with that Client will be available on request for five years and, if the competent authority makes such request, for seven years. Recordings relating to the rights and obligations of the parties are retained for the duration of the relationship between the Bank and the Client.

2. Order receipt and transmission, Instructions

Art. 5.

- (1) Appropriateness of the service
The Client is informed that before transmitting an Order from the Client to CREDIT SUISSE (LUXEMBOURG) S.A., the Bank will assess the appropriateness of the Order in question.
- (2) Conditions for transmission of Orders
- (i) The Client authorizes the Bank to receive and transmit the Client's Orders to CREDIT SUISSE (LUXEMBOURG) S.A. for execution by signing the form(s) and/or agreement(s) containing these powers. Given that the Client's Orders are transmitted by the Bank to CREDIT SUISSE (LUXEMBOURG) S.A. for execution, the latter's best execution/best selection policy, to which the Client has given consent, will also apply to the Order receipt and transmission service provided by the Bank to the Client.
- (ii) The Client is informed that the execution of Orders transmitted to the Bank is subject to the Client's account in the books of CREDIT SUISSE (LUXEMBOURG) S.A. having the necessary cash or financial instruments

available. CREDIT SUISSE (LUXEMBOURG) S.A. is entitled to refuse to execute any unfunded Order without incurring its liability or that of the Bank.

- (iii) The Client shall clearly specify all the characteristics necessary for the proper execution of the Order, taking into account the nature of the Order, particularly whether it is a purchase or sale, as well as the number and characteristics of the financial instrument concerned.

The types of Orders accepted by the Bank are specified in the appendix to these General Conditions.

If the Client's Orders or other Instructions are incomplete or unclear to such an extent that the Bank is unable to transmit the Order for execution or otherwise process the Instruction, the Bank shall notify the Client and reserves the right to delay or suspend the transmission of the Order(s) concerned or other Instructions until receipt of the necessary additional information or clear Instructions, without incurring its liability as a result.

- (iv) If the Order can be executed on more than one market, the Client may specify the market for execution of the Order. This detail is referred to as "specific instructions. The Client is informed that in the event of specific instructions from the Client, the Bank, as well as CREDIT SUISSE (LUXEMBOURG) S.A. to which the Order will be directed, will be exempt from their duty of best execution.
- (v) The Client is expressly informed that the transmission of the Order for execution is without prejudice to such execution.
- (vi) Unless otherwise required by law, if transmission of the Order could not be completed for the above reasons or for any other reason, the Bank shall inform the Client as soon as possible by telephone, fax, postal mail or email. The Client acknowledges and accepts that any Order that could not be transmitted is deemed to have expired. It is up to the Client to issue a new Order if necessary.

- (3) Unusual Orders or Orders involving a complex financial instrument and warnings
 - (i) In the event that the Client transmits an unusual Order or an Order involving a financial instrument that does not correspond to the investor profile defined by the Bank in view of the information given by the Client regarding the latter's knowledge and experience, the Bank shall warn the Client about the risks inherent in the desired investment before providing the requested service.
 - (ii) This warning shall be given by any means: oral, telephone, postal mail, fax or email.
 - (iii) The Client undertakes to respond to this warning by specifying in writing to the Bank whether to cancel, modify or confirm the Order subject to the warning.

If the Client fails to respond within forty-eight (48) hours after the Bank's issuance or attempt to issue this warning, and in particular if the Bank is unable to contact the Client in order to confirm the Order within the aforementioned period, the corresponding Order will be deemed cancelled and will therefore not be transmitted by the Bank for execution. In this case, the Bank will not incur liability in any way as a result.

Proof of this warning will result, depending on the method used, from a screen shot of the warning message and the Client's confirmation of said Order, from the

register kept by the Bank's employees for this purpose and recording the call or attempted telephone call, a copy of the mail sent, or a copy of the email or fax.

(4) Conditions for receiving and transmitting Orders

Orders are not accepted by the Bank on days that are not Bank Business Days. With regard to Orders initiated regardless of the transmission channel used, The Client is invited not to initiate or seize such Orders on days that are not Bank Business Days and to give all instructions to this effect to any authorized representatives and signatories. If, however, such Orders were to be initiated or entered on a day that is not a Bank Business Day, the Bank's employees will not be able to perform any action required if necessary (for example, prior approval) as part of the processing of the Order, and the Client expressly releases the Bank and CREDIT SUISSE (LUXEMBOURG) S.A. from any liability for any consequences of late processing of the Order or improper execution of the Order resulting from this situation.

With respect to services provided by CREDIT SUISSE (LUXEMBOURG) S.A. (e.g. payment services) the Bank Business Day definition as provided for in the General Conditions of CREDIT SUISSE (LUXEMBOURG) S.A. applies.

(5) Timestamping of Orders

The Bank shall timestamp the Order as soon as it is received by postal mail. The Client is informed that the Bank may at any time ask the Client to confirm the Order by telephone or in writing, in which case the Order will be timestamped upon receipt of this confirmation. The timestamp shall document the Bank's handling of the Order. The Bank shall transmit the Order for execution as soon as possible.

(6) Cancellation or modification of an Instruction by the Client

The Client can cancel an Instruction or modify its characteristics before it is executed. These new Instructions may, however, only be taken into account to the extent that they are received by the Bank and, where applicable, CREDIT SUISSE (LUXEMBOURG) S.A. within a period compatible with the conditions for execution of the Instruction.

(7) Refusal of transmission

The Client is informed that the Bank is entitled to delay, suspend or refuse to transmit Instructions in particular in case of doubts concerning the identity of the issuer of the Instructions, or if the Bank has other good reasons to do so, in particular if it suspects the transaction violates the legislation or regulations in force.

In addition, the Bank may delay, refuse or suspend the transmission of an Instruction if the Instruction relates to transactions or products not normally offered by CREDIT SUISSE (LUXEMBOURG) S.A., or if the Client has breached its obligations to the Bank or to CREDIT SUISSE (LUXEMBOURG) S.A., or if the funds available with CREDIT SUISSE (LUXEMBOURG) S.A. are insufficient to provide for its execution.

(8) Order reporting

- (i) Unless specifically agreed with the Client, CREDIT SUISSE (LUXEMBOURG) S.A. shall send the Client the essential information concerning the execution of this Order as soon as possible, and at the latest during the first working day following execution of the Order, by sending a transaction advice in accordance with the statutory and regulatory provisions in force in Luxembourg.

When the Order is executed in tranches, CREDIT SUISSE (LUXEMBOURG) S.A. may inform the Client of either the price for each tranche or the average price. In the latter case, the Bank shall provide the Client with information on the price for each tranche at the Client's request.

- (ii) The transaction advice shall be sent to the Client by regular mail.
- (iii) The Client is asked to notify the Bank if it does not receive a transaction advice within five (5) consecutive business days following the time when the Order should have been executed. CREDIT SUISSE (LUXEMBOURG) S.A. will then send the Client another transaction advice.
- (iv) The provisions of this paragraph shall also apply when the Client is classified by the Bank as a professional client.

(9) Disputing Orders

Any dispute relating to the execution of an Order must be received by the Bank by letter stating the reasons no later than ten (10) days after the transaction advice referred to in the preceding paragraph has been sent to the Client. If not disputed within this period, the transactions mentioned in the transaction advice are presumed to exist and to have been properly executed. The Client shall bear any loss caused to the Bank by the Client's failure to properly and timely lodge a dispute.

- (10) Instructions relating to services the Bank and/or CREDIT SUISSE (LUXEMBOURG) S.A. does/do not usually offer or which are only offered if certain conditions are met, e.g. where a risk review is required by the Bank, and/or CREDIT SUISSE (LUXEMBOURG) S.A., or where documentation needs to be reviewed by the Bank and/or CREDIT SUISSE (LUXEMBOURG) S.A, shall be issued with sufficient lead time, and as agreed on a case-by-case basis with the Bank.

3. Proof

Art. 6.

- (1) Any reproduction by the Bank of original documents from the Bank's official archives, whether stored in physical or electronic form or on any other medium (including storage on optical disks), shall constitute proof and shall have the same evidential weight as an original written document.
- (2) Recordings made by the Bank of telephone conversations and electronic communications with the Client and the Client's authorized representatives, authorized signatories, and agents in connection with the services provided by the Bank to the Client in electronic form (audio recording or any other storage medium), may be used by the Bank or by CREDIT SUISSE (LUXEMBOURG) S.A. in legal proceedings or any other proceedings, and the recordings may be sent to the competent financial market regulators (in their original or transcribed form). The Bank and CREDIT SUISSE (LUXEMBOURG) S.A. shall not be liable for any damage suffered by the Client due to errors in the transcript content, unless these errors result from intentional or gross negligence on their part determined by a last-resort court ruling. The Bank shall ensure that professional secrecy is protected.
- (3) The client and the Bank expressly agree and recognize that the documents signed electronically by an advanced electronic signature constitute the originals of the documents; that they are established and conserved in conditions of integrity; that they are perfectly valid between the client and the Bank and constitute literal proof. In this respect, the client and the Bank undertake not to contest the admissibility, the enforceability or probative value of the elements contained in the documents signed

electronically on the basis of the electronic nature alone. Consequently, the electronic documents referred to in these agreements shall be deemed to be proof of their content, of the identity of signatory or signatories, of the legal or factual consequences arising from each electronic document signed.

4. Correspondence and document language

Art. 7

- (1) Unless otherwise agreed or foreseen by applicable laws, the Bank shall send all documentation via regular mail. Correspondence relating to agreements entered into with several natural persons who are joint holders of the same account opened in the books of CREDIT SUISSE (LUXEMBOURG) S.A. shall be sent to a joint address provided to the Bank. If no joint address has been provided to the Bank, correspondence shall be sent by default to the first joint holder listed in the CREDIT SUISSE (LUXEMBOURG) S.A. systems.
- (2) The Bank may prove that any correspondence was dispatched and the date of such dispatch by submitting a copy of the correspondence or a stored record of the dispatch in any form. The dispatch report for a fax transmission proves that the document was sent by the Bank and received by the Client.
Any regular mail will be considered as having been received by its addressee on the date of the postmark and any registered mail will be considered as having been delivered to the said addressee on the date of first presentation of said mail.
- (3) If correspondence is returned to the Bank endorsed "addressee unknown" or "moved" the Bank will be entitled to retain it and any further correspondence, until the Bank is informed in writing of the Client's new address.
- (4) All information materials, forms, and other documentation applicable to the business relationship with the Bank in France are available in French. All communication between the Client and the Bank shall be in French. All communication between the Client and CREDIT SUISSE (LUXEMBOURG) S.A. will also be in French. However, the parties may agree by special provisions to communicate with each other in English.

E. Bank's obligations and liability

1. Obligations to inform

Art. 8.

- (1) Without prejudice to its statutory or contractual obligations to inform, the Bank is not required to inform the Client of possible losses due to market fluctuations that could affect the value of the Client's assets and/or liabilities or to warn the Client of any circumstances that could negatively influence or threaten the value of these assets and/or liabilities.
- (2) Subject to compliance with the applicable laws and regulations, the Bank may provide the Client with certain (non-personalized) information only via the Bank's website. In this case, by entering into a business relationship with the Bank and, consequently, by accepting these General Conditions, the Client undertakes to regularly consult the Bank's website.
- (3) The Bank shall inform the Client of any possible changes to the information it has provided, if it is required to do so by law.
- (4) Without prejudice to any legal obligations that may be applicable, the Bank is not required to inform the Client of any securities transaction and more broadly of any administrative act(s) and/or event(s) (in particular shareholder meetings) concerning

companies whose securities are held by the Client, even if such securities were acquired as part of the services provided by the Bank, unless the Bank has expressly agreed to do so in writing.

2. Liability

Art. 9.

(1) General cases

- (i) The Bank can in no way be held liable in the event of damage not foreseeable at the date hereof.
- (ii) The Bank cannot be held liable for losses caused by a third party that are not caused by the Bank's actions, or due to unavoidable events, or losses incurred as a result of non-performing, suspending or delaying performance of all or part of the Bank's contractual obligations, including the execution of Instructions, due to Sanctions, a Force Majeure Event or compliance with duties imposed upon it by law or by regulatory requirements, or due to internal Group policy.
- (iii) The Bank cannot either be held liable for delays or suspensions of transmission by the Bank or of execution by CREDIT SUISSE (LUXEMBOURG) S.A. of any Instructions arising from the Client's failure to comply with the requirements resulting from the legal and/or regulatory obligations imposed on the Bank or on CREDIT SUISSE (LUXEMBOURG) S.A., or from Sanctions or a Force Majeure Event.
- (iv) The Client acknowledges that the Online Banking service is provided directly by CREDIT SUISSE (LUXEMBOURG) S.A. and that the Bank does not provide an investment service in this context.
- (v) The Client acknowledges and accepts that the Order execution service on behalf of third parties is provided by CREDIT SUISSE (LUXEMBOURG) S.A., and that the Bank cannot be held liable as a result.

(2) Cases specific to Order receipt/transmission services

- (i) The Bank undertakes to act in the best interests of the Client, by implementing the necessary means for the proper receipt and transmission of the Client's Orders.
- (ii) The Client is informed and accepts that the Bank is only bound by an obligation of means, and is not bound by any obligation of result or guarantee commitment.
- (iii) The Bank can only be held liable for damage foreseeable on the day hereof, and within the limit of faults directly attributable to the Bank. In particular, the Bank cannot be held liable for the following:
 - Content, timely investment, coverage, informing the Client about trading deadlines or conditions applicable to different markets, or any other matter;
 - Consequences arising from the Client's transmission of erroneous or incomplete Orders, or from the transmission of Orders given by a person other than the Client or the Client's proxy if those Orders contain all the elements enabling the Bank to transmit them;
 - Improper execution, inexecution or non-settlement of Orders given by the Client and received and transmitted by the Bank, or any related aspect, except where this results from circumstances attributable to the Bank;

- Consequences related to the Client's cancellation of an Instruction when the Instruction in question has already been transmitted for execution or when cancellation is requested after execution. The Bank is in no way liable for any damage suffered by the Client as a result of the execution of such Orders. Revocation of Orders given by the Client to the Bank will follow the same procedure used to place Orders.
- In the event of a Force Majeure Event, fortuitous event, decision of supervisory, tax, judicial or governmental authorities which would prevent it from fulfilling its obligations hereunder or any other circumstance beyond its reasonable control.
- Defective delivery or payment of financial instruments bought or sold on behalf of the Client.
- Consequences that may result from a breakdown in the means used for Order transmission that prevent the Bank from transmitting the Order effectively or cause it to delay such transmission, leading to inexecution or delay in Order execution, whether such breakdown occurs between the Client and the Bank, between the Bank and CREDIT SUISSE (LUXEMBOURG) S.A., or between CREDIT SUISSE (LUXEMBOURG) S.A. and the market on which the Order is presented, such as telematic technical failure, including information technology, interruption, or strike by telecommunications services used to perform the services under the Agreement;
- Damage caused by a security or reliability defect (hardware or software) of the connection terminal (fax, computer, telephone, etc.) used by the Client, or a failure of the Client's electronic communications service provider.

F. Client's obligations and liability – Adherence to statutory and regulatory provisions – No tax, legal or accounting advice by the Bank

Art. 10

- (1) The client is responsible for adhering to the provisions of law and regulations (including tax legislation and capital transfer or foreign exchange restrictions and controls) in any country applicable to him and other parties involved in the business relationship or the assets, and adheres to the provisions of law and regulations applicable to him at all times.**
- (2) As a matter of principle, the Bank does not offer any tax, legal or accounting advice. Other advice and information provided to the Client by the Bank shall not be construed as tax, legal, or accounting advice, and the Client may not rely on such advice or information with respect to any legal, tax or accounting aspects. The Client should consult with the Client's own tax, legal, and/or accounting advisor before making or refraining from making any investments or participating in any structures or transactions. The Client represents being aware of and undertakes to comply with the statutory and regulatory provisions applicable to the various markets on which the Orders are placed. The Client also represents that it accepts the risks inherent in transactions on these markets, in particular with respect to their speculative nature or possible illiquidity. The Client also undertakes to initiate transactions only in accordance with its articles of association or corporate purpose.

G. Notification of changes; filing of objections and complaints, mediation

1. Notifying significant changes, duty to collaborate

Art.11.

- (1) The Client shall provide the Bank with all information the Bank shall consider necessary for conducting the banking relationship and/or prescribed by any law or regulation. The Client shall also sort out/sign all documents as reasonably requested by the Bank from time to time (such as relevant powers of attorney or statements of personal information) in order to conduct the business relationship. In particular, the Client shall promptly notify the Bank in writing of any changes in circumstances which might cause the information provided to the Bank to become incomplete or inaccurate. The Client is required and undertakes in particular to promptly notify the Bank of any changes regarding the following: last name(s), first name(s), company name, address of residence/registered office, address(es) of residence for tax purposes, tax identification number (TIN), nationality/nationalities, legal entity type and any contact details, such as telephone number(s), fax number(s), and email address(es) in respect of the Client and/or in respect of any other Affected Person(s).
- (2) Any loss of or restriction to the Client's legal capacity shall be reported to the Bank in writing without undue delay. If the Client is a company or another legal entity, the Bank shall also be notified without undue delay if it is dissolved and/or liquidated and/or of any other measure related to the treatment of the difficulties of companies, as from the initiation of such procedures. If the Client is a natural person, he/she/they must also notify the Bank without delay of the initiation of any over-indebtedness procedure relating to the Client.
- (3) The Client is required to notify the Bank of any changes affecting the following:
 - The Client's personal situation, including any change in marital status and matrimonial regime, and, for legal entity Clients, any change in its legal form, any termination of office of one of its legal representatives and, more broadly, any change in the name and status of the persons authorized to act on its behalf, and any change in the holding of its capital; and
 - The Client's financial circumstances which, in particular, has or may have an effect on the assessment of the suitability of an investment recommendation to be provided by the Bank for the Client.

If the Client fails to notify the Bank of such changes and/or of knowledge and experience of investment matters accumulated in business relationships with other banks while the business relationship with the Bank is ongoing, then such changes, knowledge, and experience cannot be taken into account by the Bank when assessing the suitability or appropriateness of future services. The Bank shall not be liable for resultant disadvantages or damages suffered by the Client due to this lack of information on their part, it being specified that the aforementioned assessment aims to enable the Bank to act in the Client's best interests.

2. Filing objections and complaints

Art. 12.

- (1) In addition to disputes regarding transaction advice, which are subject only to the provisions set out above, the Client shall check that statements made by the Bank or appearing in any statement or notice, in writing, are complete and correct and must do so in writing within fourteen (14) days after receipt of the disputed document.

If the Client fails to file a dispute in the form and time required, the existence, proper execution of transactions and services rendered, and accuracy of all information and figures contained in the communications sent to the Client are presumed.

- (2) In addition, the Client shall inform the Bank in writing without undue delay if regular statements or communications from the Bank, which the Client would have expected in the given circumstances, fail to arrive by the time when they would normally reach the Client.
- (3) However, the Client may submit a complaint to the Bank at any time, to the attention of the Customer Relationship Department at the Bank's address or on the date hereof at 86, Boulevard Haussmann, CS 40047, 75008 Paris, France. The Client may also submit a complaint through the Bank's website, and such complaint will be automatically forwarded to the Bank. The link is available on the Bank's website at the following current address: <https://www.credit-suisse.com/fr/en/private-banking/become-a-client.html>. The normal processing time for complaints is ten (10) bank business days, unless a longer period is justified by the complexity of the request and the research required. Therefore, a response will be made to the Client within the aforementioned period. If this is not possible, the Client will be informed.
- (4) The Client has the obligation to cooperate with the Bank to identify and investigate any failure in the provision of services and to restore the situation as it would have been had the event not occurred, or to repair the damage caused.
- (5) The Client undertakes to indemnify the Bank at first request for all expenses, charges, and damage that the Bank may bear directly or indirectly and to assist it in the event of complaints, legal actions or other claims on its liability by a third party resulting from faults committed by the Client in the execution of the Agreement.

3. Mediation

Art. 13.

In order to be able to resolve any remaining disputes between the Client who is a natural person not acting for professional purposes, and the Bank, despite a shared desire to remedy them, the Bank has appointed the Société pour le Développement des Techniques Bancaires as mediator. This company, approved by the French Banking Federation (hereinafter the "French Banking Federation Mediator"), will have the mission of recommending solutions to complaints concerning the services provided and performance of contracts in relation to these General Conditions. The charter of the French Banking Federation's mediation service can be consulted on the website <http://lemediateur.fbf.fr> ("charter" tab). However, recourse to the Mediator may only be made after the amicable remedies exercised by the Client with the Bank have been exhausted, provided that no legal action has been taken.

It is further specified that if the Client, who is a natural person not acting for professional purposes, is not satisfied with the response to the complaint exclusively for disputes falling within the scope of the AMF Ombudsman (disputes relating only to financial services or investments other than life insurance), the Client has the option to contact the following free of charge:

Either the French Banking Federation Mediator, by postal mail to "Monsieur le Médiateur CS151 75422 Paris Cedex 09" or by filing a complaint through the website <http://lemediateur.fbf.fr> (tab "Access the form"),

Or the Ombudsman of the Autorité des marchés financiers (AMF), by postal mail to the attention of “Monsieur ou Madame le Médiateur ou la Médiatrice, 17 place de la Bourse, 75082 Paris Cedex 2” or via the electronic form accessible on the AMF website: <https://www.amf-france.org/en/amf-ombudsman/ombudsman-presentation> (>Request for mediation)

The Client's choice is final for this dispute.

The following is further specified:

A matter may also be brought before the AMF Ombudsman by a non-consumer client for a dispute falling within the above-mentioned scope.

A matter may only be brought before the French Banking Federation Mediator by a natural person client not acting for professional purposes.

H. Place of performance; applicable law and place of jurisdiction; invalidity of one or more provisions

1. Place of performance

Art. 14.

The place of performance for all services provided by the Bank to the Client is, for both parties, the Bank's place of establishment.

2. Applicable law

Art. 15.

French law shall apply to all legal relationships between the Client and the Bank. With respect to Clients qualified as consumers under another country's law (constituting their country of residence), such country's mandatory laws apply, and the laws protecting consumers of such jurisdiction might be applicable to the extent they provide for a higher level of protection under such applicable law than the applicable laws in France and the provisions in these General Conditions and/or any specific agreements applicable to the relationship between the Client and the Bank.

3. Place of jurisdiction

Art. 16.

Without prejudice to divergent statutory provisions regarding court jurisdiction, all legal disputes between the Client and the Bank shall fall within the jurisdiction of the Paris Court of Appeals (France). It is specified that the laws applicable to clients qualified as consumer clients under another country's law might allow such client to bring legal action in a court of their country of residence.

4. Invalidity of one or more provisions

Art. 17.

If one of the provisions in these General Conditions or in any agreements concluded between the Bank and the Client is declared null and void, the rest of the provisions remain valid. The null and void provision shall be replaced by an enforceable provision whose meaning and purpose most closely approximate the null and void provision in a business sense.

I. End of the business relationship

1. Ordinary termination

Art. 18.

The Client may terminate the entire business relationship with the Bank or some components of it at any time and in particular these General Conditions by sending a written notice to the Bank with a notice period of thirty (30) days unless a specific agreement provides for another applicable notice period. In case of a fixed-term agreement the termination of the business relationship cannot take effect prior to the end of the term of such agreement. Unless a fixed-term agreement is in existence, and in the absence of a specific agreement, if applicable, the Bank may terminate the entire business relationship with the Client or individual parts thereof at any time, subject to two months' notice.

2. Termination for good cause

Art 19.

- (1) If good cause exists, the Bank may terminate the entire business relationship or individual parts thereof at any time, with immediate effect, regardless of agreements to the contrary.
- (2) The following situations shall be considered good cause within the meaning of the preceding paragraph:
 - The financial situation of the Client or another obligated party deteriorates or is endangered and jeopardizes the fulfilment of commitments towards the Bank;
 - The Client makes materially incorrect statements regarding the Client's financial situation or regarding any other material circumstances;
 - The Bank is or deems itself as no longer permitted to maintain or manage a business relationship due to legal, regulatory, or product-specific or any other reasons;
 - The Client does not comply with his/her/its obligations towards the Bank upon written notice from the Bank requesting that the default be remedied within a reasonable period of time;
 - The Bank requires the cooperation of the Client to meet statutory, regulatory or contractual obligations towards third parties, and the Client violates the cooperation obligations arising from the business relationship with the Bank;
 - CREDIT SUISSE (LUXEMBOURG) S.A. has terminated its business relationship with the Client for good cause; or
 - The Bank learns that a criminal investigation has been initiated against the Client and/or any Affected Person(s), or the Client and/or any Affected Persons has/have been legally convicted in criminal proceedings, even if the judgment has not yet become final.

3. Legal effects of the end of a relationship

Art. 20.

- (1) Upon termination of the entire business relationship or individual parts thereof, any amounts owed on the basis of the business relationship or parts thereof shall fall due for immediate payment unless it is stipulated differently in individual agreements entered into between the Client and the Bank, or if in the case of a termination by the Bank a different due date for amounts owed by the client is stated in the

- termination notice. The Client is also obligated to release the Bank from all obligations undertaken on the Client's behalf.
- (2) Instructions issued by the Client after the notification of an ordinary termination can be refused by the Bank if they would result in commitments even after the effective date of the termination or would otherwise jeopardize the termination of the business relationship at the effective date of the termination. In the case of a termination for good cause no Instructions issued by the client will as a matter of principle be executed anymore from the date of the notification of the termination.
 - (3) Settlement of closing transactions shall be deemed completed on the date of payment of all indisputable claims for the provision of services by each of the parties.
 - (4) The business relationship with the Bank as well as these General Conditions shall remain in force and shall remain applicable after termination of the business relationship until the outstanding transactions and transactions related to the closing have been fully settled.
 - (5) Charges and expenses remain due even after the business relationship has been terminated and until complete settlement. Charges and other expenses that the Client has paid to the Bank in advance shall not be refunded.
-

J. Special events

Art. 21.

If the Client dies or becomes legally incapable or in case of dissolution or liquidation (in case of legal entities), the business relationship with the Bank shall be continued until the Bank is informed in writing of an event of this nature, and suitable documentary evidence of the event has been submitted to the Bank. As long as the Bank has not been informed in writing, it shall not be held liable for actions taken pursuant to Orders made by the Client's authorized representatives or by the incapacitated person himself.

Art. 22.

If the business relationship becomes inactive, the Bank will cease to provide services to the Client. Inactivity of the business relationship means that within a period of twelve months there has been no active communication or manifestation from the client or any representative of the client to the Bank, and neither the client nor any representative of the client has initiated a transaction on any of the accounts held by the client with CREDIT SUISSE (LUXEMBOURG) S.A.

K. Data protection and professional secrecy

Art. 23.

1. Data protection

- (1) The Bank may collect and/or otherwise process all information, including documentation ("**Personal Data**"), relating to clients who are **natural persons**, and any other Affected Person(s), as further specified in a separate document (as amended from time to time) provided to the Client entitled "**Data Protection Information.**" The Data Protection Information is a part of the Client Information Booklet or of any other information booklet applicable to the relevant service. The Bank shall notify the Client by any appropriate means (including also by the means referred to in Art. 8 (2)) of amendments made in the Data Protection Information and may provide an internet link which the Client can use to access the Data Protection Information.

- (2) The Data Protection Information includes information about all data processing activities relating to the Client and other Affected Persons(s) (data subjects, as the case may be), the purposes for which the Bank may process Personal Data, the legal basis for processing the Personal Data, the rights of Affected Persons, and as the case may be, data recipients or categories of data recipients (“**Data Recipient(s)**”). The Client acknowledges the obligation to provide the Data Protection Information (as amended from time to time) to the Affected Person(s) (if any).

2. Professional secrecy

- (1) In accordance with the provisions of the French Monetary and Financial Code, the Bank is bound by professional secrecy rules and may therefore not communicate data concerning, and information relating to the business relationship with the Client (**individual and non-individual Client**) and Affected Person(s) (if any), including documentation entrusted to the Bank (“**Client Information**”) to any third party, except when disclosure of such Client Information is made in accordance with (or required under) applicable law. In this regard, this secrecy may be waived in the cases provided for by law and in particular, in addition to the cases where this waiver is carried out at the request of the Client in accordance with paragraphs (2) to (5) below, at the request of the supervisory authorities, the tax or customs administration, as well as that of the criminal court. Furthermore, this secrecy does not apply to information, including of a confidential nature, that the Bank may be required to put forward before a court or any other authority in its defense against a complaint connected to its business relationship with the Client.
- (2) Therefore, in order to facilitate, enable and maintain the business relationship between the Client and the Bank, as well as for the purposes detailed in the Data Protection Information, by accepting these General Conditions, the Client authorizes and instructs the Bank to disclose any Client Information to the Data Recipients as specified in the Data Protection Information for as long as necessary for the relevant purposes (referred to hereinafter as “**Client Information Instruction**”). The Client confirms having obtained the consent of Affected Persons other than the Client (if any) to extend the Client Information Instruction to these other Affected Persons (if any). Without prejudice to any statutory provision to the contrary, in order to remove any ambiguity, any client identifier assigned to the Client by the Bank or CREDIT SUISSE (LUXEMBOURG) S.A. is not considered to be Client Information.
- (3) The Client furthermore agrees to the outsourcing, including the disclosure of Client Information to the Data Recipients, as described in the Data Protection Information. The Client acknowledges that Client Information which are disclosed to Data Recipients by the Bank or CREDIT SUISSE (LUXEMBOURG) S.A. may also be related to Affected Persons, as the case may be.
- (4) The Client further agrees and acknowledges that Client Information may be processed, held and stored by the Data Recipients, at their respective premises in their respective countries, and that such Client Information may be subject to the laws and regulations of these countries, and that the Client Information, once it is disclosed
- (5) to and processed by the Data Recipients, may no longer be protected by French professional secrecy and confidentiality standards applicable to the Bank in France, but may be subject to professional confidentiality standards applicable to the relevant Data Recipient. In particular, under such laws and regulations, the Data Recipients may be compelled to disclose Client Information to any regulatory, governmental, tax, supervisory and/or judicial authorities or agencies or other third parties in such countries.

The Bank shall not be liable for any consequences resulting from the disclosure of Client Information, and the Client shall bear all consequences resulting from the disclosure thereof under this Instruction. Furthermore, laws and regulations in countries outside France may not necessarily offer the same level of confidentiality, or bank-client confidentiality as French laws and regulations do. The Client hereby waives any professional secrecy obligations that the Bank may have to the Client for the purpose of allowing the above-mentioned disclosure by the Bank to the Data Recipients for the purposes detailed in the Data Protection Information.

For the avoidance of doubt, the Client acknowledges that the Bank, by disclosing Client Information in accordance with this Article 23 and/or the Data Protection Information, is not violating any professional secrecy obligations and releases the Bank and any other entity of the Group, their governing and supervisory bodies, employees, and other persons being at the Bank's/the Credit Suisse Group entity's service from all liability in connection with the disclosure of Client Information and accepts responsibility for all claims, consequences, and damages which could arise as a result of any use of the Client Information by the respective Data Recipient or any other third parties.

- (6) In addition to the effects of the above Instruction, the Client also has the option of waiving the Bank's professional secrecy on an ad hoc and specific basis by informing it in writing, on the one hand, of the third parties to whom the Bank is authorized to provide information concerning the Client, and on the other hand, of the nature of the information that can thus be delivered.
- (7) The Client may revoke this authorization for the future (and, where applicable, all or part of the Instruction), but this revocation may, where appropriate, have the effect of constituting an obstacle to continuing all or part of the Bank's business relationship with the Client.
- (8) For the purposes outlined in the Data Protection Information, the Bank may use any means of communication, including electronic means (such as email) in view of sharing, disclosing and/or transferring the Client Information. The client is aware of all risks which could result or arise from the use of such electronic communication and agrees to bear the risks of such electronic communication being intercepted and used by an unauthorized third party as well as the risks related to any incident which may temporarily affect the transmission of Client Information (e.g., technical malfunctions or interruptions of the IT and telecommunication services used by the Bank).

L. Duty of vigilance

Art. 24.

The Client is informed of the existence of legislative and regulatory provisions relating to the fight against money laundering and terrorist financing.

For the duration of the Agreement, the Client undertakes to provide the Bank with all the information necessary to enable the Bank to comply with any obligation imposed on it by any statutory or regulatory provision relating to the fight against money laundering and the financing of terrorism.

The Client is informed that the Bank is in particular obligated to keep Client Information on its premises, to declare sums, transactions, and information related to the Client that appear to the Bank to have originated from money laundering or terrorist financing, or where this is required by the regulations in force.

The Bank may be asked, in accordance with the regulations in force, to cooperate with national authorities and to provide them with any required information about the Client.

M. Entry into an agreement and authorized signatories

1. Entry into an agreement

Art. 25.

When entering into a business relationship (“Agreement Conclusion”) with the Bank, the future Client must prove his or her identity by presenting all the documents required by the Bank in accordance with the applicable provisions, including documents identifying any Affected Person(s), as the case may be, and any other document or information which the Bank deems necessary in order to fulfill anti-money laundering or other legal and regulatory obligations the Bank is subject to.

2. Specimen signatures

Art. 26.

- (1) The persons authorized to represent the Client and their legal or authorized representatives as well as the beneficial owner(s) (if different from the Client) shall register their signatures with the Bank. The Bank shall accept instructions from the persons granted powers of disposal and authority on the basis of the registered signatures.
- (2) Until written notice of revocation is given, the Bank is authorized to regard these specimen signatures as exclusively valid, regardless of any entries in the commercial register or other official publications.
- (3) The Bank shall not be liable for fraudulent use of the Client’s signature by a third party, regardless of whether the signature is genuine or forged. If the Bank fails to detect fraudulent or abusive use of the Client’s genuine or forged signature on any documents, and if it has brought legal proceedings on the basis of those documents, it is relieved of the obligation to reimburse the Client for losses incurred as a result of using the signature, except in the case of gross negligence in the controls of the provided documents directly attributable to the Bank as established by a court.

3. Authorization to represent the Client

3.1 Client Representation

Art. 27.

Only persons authorized by law as a representative, or to whom a power of attorney or express and written signature authority has been given, are authorized to represent the Client. These persons must prove their identity and authorization to represent the Client.

3.2 Power of Attorney

Art. 28.

- (1) The Client may arrange to be represented vis-à-vis the Bank by one or more authorized representatives. For this purpose, powers of attorney shall be issued in writing and, unless otherwise agreed, using the Bank’s model.
- (2) The Bank has the right to refuse to execute Instructions issued by an authorized representative for reasons that are exclusively attributable to the authorized representative, as if he or she were the Client.

3.3 Expiration or modification of the authorization to represent the Client

Art. 29.

The Client shall inform the Bank without undue delay in writing of the expiration or of any modifications to an authorization to represent the Client, and shall furnish suitable documentary proof thereof. In particular, the foregoing shall apply also if the expiration or modification of the authorization to represent the Client is entered in a public register and such entry has been published.

4. Communication by telephone or fax

Art. 30.

- (1) For telephone or fax communications, the Bank provides the Client with telephone and fax numbers either via its website, on the Bank's premises or by any other means.
- (2) The Bank reserves the right to request a written Instruction from the Client or to ask the Client to confirm in writing an Instruction given by telephone or fax.
- (3) For telephone communications, the Client is identified based on information requested to ensure the person's identity. The Bank may ask the Client for any of the following information:
 - a) Last name/First name
 - b) Date of birth
 - c) Address
 - d) Account number of the account holding the assets relating to the service
The Bank may also ask the Client for at least one specific detail about the assets in the account relating to the service:
 - a) Most recent transaction,
 - b) Account balance
 - c) Securities held, etc.

The Client is informed that when an Order is placed by telephone, the Bank records the Client's or representative's conversations and calling numbers. The Client expressly authorizes these recordings. However, it is strictly forbidden to leave any Order or Instruction in the Bank's voicemail box. Consequently, no Order left by the Client in the Bank's voicemail box will be executed.

- (4) In the case of fax communications, the Client is identified from a specimen signature kept by the Bank.
- (5) The Bank shall not be liable for any loss caused to the Client by an unauthorized person who has given Instructions to the Bank using the Client Data requested to give such Instructions by telephone or fax.
- (6) In general, the Client assumes responsibility for the transmission method for Orders or other Instructions initiated by the Client. In particular, the Bank cannot be held liable for any technical failure of the transmission method, whatever the cause.

5. Multilateral agreements (collective relationships)

Art. 31.

The operating conditions for collective accounts, whether they are accounts with active solidarity (joint accounts) or accounts without active solidarity (requiring the consent of all

signatories), are governed solely by the general conditions of the account keeping institution

CREDIT SUISSE (LUXEMBOURG) S.A., subject to the application of the public policy provisions of French law applicable in the matter, or contractual provisions of agreements concluded between the Clients in this context, to the extent, however, that such agreements are first brought to the attention of CREDIT SUISSE (LUXEMBOURG) S.A. and/or the Bank.

6. Protected minors and protected adults

Art. 32.

(1) The provisions of this article apply only to Clients residing in France. An account opened in the name of an unemancipated minor under legal administration of both parents is operated under the signature of one of the parents in the case of acts of administration or by both parents jointly in the case of acts of disposition. In all other cases (sole legal administrator, any terms of guardianship), the account operates according to the provisions of the French Civil Code and the order of the guardianship judge who placed the minor under protection or authorized a specific transaction to be performed. The legal representative – or guardian – must present this order to the Bank.

The legal representative – or guardian – is responsible for ensuring that the account is operated according to the regulations of these provisions.

The legal representative – or guardian – has sole signature authority and expressly undertakes not to initiate any transaction that violates the regulations and in particular those governing minors.

The legal representative – or guardian – is responsible for all obligations arising from the agreement with the Bank.

(2) An account opened in the name of a protected adult is operated in accordance with the provisions of the French Civil Code governing the protection regime in question and in accordance with the order of the guardianship judge who placed the adult under such protection.

The Client or the Client's special representative/curator/guardian must communicate the guardianship judge's order to the Bank.

If the Client is placed under one of these protection regimes after entering into the Agreement during the life of the account, it is the Client's responsibility as well as that of the special representative/curator/guardian to inform the Bank and to communicate the guardianship judge's order. The Bank cannot be held liable until it has received this information.

The special representative/curator/guardian is responsible for all obligations arising from the agreement with the Bank, and for ensuring that transactions are operated in compliance with regulations derived from the provisions of the French Civil Code concerning the protection regime and the guardianship judge's order.

Where the Client is a protected adult, the Bank will provide the services set out in this Agreement upon Instructions received from:

- In the case of judicial supervision, either the holder or, where appropriate, the special representative.
- In the case of curatorship, the holder accompanied by an Instruction from the curator where this formality is required by a court decision.
- In case of guardianship, the guardian who receives the income and applies it to the care and maintenance of the protected adult.

N. Deduction of taxes, levies, duties, and other amounts, net payment obligation

Art. 33.

(1) The Client acknowledges that taxes, levies or duties, such as withholding taxes or stamp duties or other charges and/or taxes or other charges which are claimed or debited by issuers, sub-custodians or paying agents are to be borne by the Client. Such taxes, levies, duties and other charges may relate to statutory, regulatory or contractual obligations towards third parties. The Bank shall be authorized to deduct taxes, levies, duties and other charges from payments owed to the Client, or (as specified in further detail in Article 35) to debit the Client's account held at CREDIT SUISSE (LUXEMBOURG) S.A. for such taxes, levies, duties and other charges.

If a payment due by the Client is subject to taxes, levies, duties or other charges, the Client shall pay such additional amounts to the Bank as shall be necessary to ensure that the Bank receives a net amount equal to the amount it would have received had no withholding been made ("Net Payment Obligation"). The Client shall not assert any claims against the Bank or against CREDIT SUISSE (LUXEMBOURG) S.A. on the basis of such deductions or Net Payment Obligation. The Bank or CREDIT SUISSE (LUXEMBOURG) S.A. will disclose all such deductions to the Client accordingly.

O. Restriction of Service, Delaying, suspending or refusing Instructions

Art. 34.

- (1) The Bank may, in addition to its rights under Article 5, delay, suspend or refuse to accept or transmit Instructions for execution, cancel or reverse Client Orders relating to Financial Instruments, refuse to accept Instructions relating to assets or credits or take any other measures as it may deem fit notably, without limitation, in the following cases:
- a) to comply with all legal, regulatory, internal Group policies and guidelines or contractual provisions; or
 - b) to ensure the exercise of the standard of due care customary in the business; or
 - c) to ensure proper management conduct; or
 - d) If an extra-judicial opposition is notified to CREDIT SUISSE (LUXEMBOURG) S.A. by third parties on the assets of the Client; or
 - e) If the Bank is informed of any unlawful operations by the Client or by the beneficial owner of the account(s) held with CREDIT SUISSE (LUXEMBOURG) S.A.; or
 - f) If there exist any third party claims on the assets held by the Client with CREDIT SUISSE (LUXEMBOURG) S.A.; or
 - g) As long as the Bank and/or CREDIT SUISSE (LUXEMBOURG) S.A. has not received to its full satisfaction the requested "Know-your-customer" documentation from the Client; or

- h) As long as there is an injunction or order from any competent authority or court to freeze funds held with CREDIT SUISSE (LUXEMBOURG) S.A. or any other specific measure associated with preventing or investigating crime; or
 - i) In order to assess Sanctions requirements and/or ensure compliance with Sanctions.
- (2) In the event of the account(s) being blocked by CREDIT SUISSE (LUXEMBOURG) S.A., the Bank shall inform the Client, unless the provision of such information is prohibited by any European or national legislation.

Fees for services and compensation of expenses

P. Compensation principle

Art. 35.

(1) Without prejudice to statutory or contractual applicable provisions, the Bank is entitled to receive appropriate compensation for the services it provides, particularly in the form of fees and commissions. The amount of this compensation is specified in the agreements concluded between the Client and the Bank. However, the Bank reserves the right to mention this compensation where applicable in a separate table of fees and commissions. If such fees and commissions are included in a separate table of fees and commissions, the Bank reserves the right to modify said table at any time, under the conditions set out in Article 2 hereof.

The Client authorizes the Bank to automatically debit the amounts due to the Bank from the relevant account(s) held with CREDIT SUISSE (LUXEMBOURG) S.A.

- (2) For services which are not stated in a table of fees and commissions and are not otherwise agreed, but are provided upon the Client's Instructions, or which may be presumed to be in the Client's interest, the Bank may charge the Client appropriate fees or commissions. The Bank will inform the Client as soon as reasonably possible, and in any case before the service is provided, unless this is not possible in practice.
- (3) If fees and commissions are published on the Bank's website, Article 8(2) of these General Conditions shall apply.
- (4) The Bank reserves the right to change the charges applicable to the Client, including commissions and other fees as well as exchange rates, at any time.
- (5) The Client undertakes to consult the Bank regarding its fees, commissions, and expenses in respect of any proposed service provided by the Bank. The Client is deemed to have accepted the applicable fees, commissions, and expenses by simply instructing the Bank to provide a service to the Client, unless provided otherwise by these General Conditions or explicitly agreed.

Q. Compensation of costs

Art. 36

The Client shall bear all necessary and appropriate expenditures, expenses, charges, and costs incurred due to the business relationship with the Client and which are not necessarily to be paid or billed by the Bank, in particular stamp duty and legal fees, taxes and other dues, postage, costs of insurance, legal representation, enforcement and collection proceedings, telecommunications, and the costs of processing Instructions. The Bank may debit these amounts directly from the Client's account held with CREDIT SUISSE (LUXEMBOURG) S.A.

Appendix: Type of orders accepted



CREDIT SUISSE (LUXEMBOURG) S.A.

Succursale en France

86 Boulevard Haussmann

CS 40047

75008 Paris

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