

France Country Conditions

The following are the specific terms which amend and/or supplement the applicable Relationship Documents entered into between Us and You, and which shall apply to the provision of Services by Us to You in France only ("France Country Conditions"). These documents should be read together.

1 Interpretation

- 1.1 In the event of any conflict between any of these France Country Conditions, the Country Condition which applies to a specific Service shall prevail in relation to the provision of that Service by Us to You.
- 1.2 Unless otherwise specified, any capitalised term in these France Country Conditions shall have the same meaning as the term in the Relationship Document to which that France Country Condition relates
- 1.3 For the avoidance of doubt, a business day means any day other than a Saturday, Sunday or a public holiday in France, when We are open for business.

2 Information

- 2.1 Full information on the processing of Your Personal Information is set out in Our privacy policy, which is available on the HSBC website at www.hsbc.fr.
- 2.2 You expressly consent to the storage, processing and transfer of Confidential Information and Personal Information to any person identified in Clauses 4.2, 5.1 and 5.2 of the Master Services Agreement for processing purposes, analytical purposes, product development for business development purposes and in relation to the provisions of Services to You. This does not affect Our ability to make disclosures under clause 5.3 of the Master Services Agreement.

3 Representations and undertakings

You represent and warrant that:

- (a) Your share capital is not constituted by bearer shares issued in the form of physical certificates which confer proprietary ownership to the holders of such certificates; and
- (b) that no effective beneficiary, within the meaning of article L. 561-2-2 of the French Monetary and Financial Code, holds bearer shares in such form.

You undertake to inform Us promptly upon becoming aware of any event which leads to these representations being incorrect.

4 Amendments

- 4.1 We shall notify You of any change of the Relationship Documents, on paper or on another durable medium, two months before their proposed date of application, at the latest. You shall be deemed to have accepted the change if You do not notify Us, before the proposed date of application of the changes, that You do not agree to them.
- 4.2 Where You do not agree to the proposed changes, You may terminate the Relationship Documents, and end Your banking relationship with Us.
- 4.3 Clause 8.2 of the Master Services Agreement is deleted and replaced with the following:
Neither Party may assign its rights or transfer its obligations under these Relationship Documents without the written consent of the other, such consent not to be unreasonably withheld or delayed.
Notwithstanding the foregoing, You hereby consent that We may assign Our rights and/or transfer Our obligations to:
 - (a) any member of the Group; or
 - (b) to Our successor following a merger, consolidation or disposal of all or substantially all of Our shares, capital, assets or the business to which the Relationship Documents relate, provided that such

assignment does not adversely affect the provision of the Services to You.

In case of such assignment by Us You hereby release Us of all its future obligations arising under these Relationship Documents, with effect from the date of any such assignment.

5 Compliance Activity

When undertaking Compliance Activity, We may request that You provide Us on demand with:

- (a) details of Your beneficial owner(s);
- (b) details of Your professional, economic and financial situation; and/or
- (c) documentation and details relating to any transaction that We consider unusual.

If You fail to promptly provide any such information or documents, We may terminate any or all Relationship Document (s) and/or withdraw the Services immediately.

6 Law and Jurisdiction

- 6.1 The Relationship Documents and any non-contractual obligations arising thereunder shall be governed by and construed in accordance with the laws of France.
- 6.2 The Paris Commercial Courts (Tribunal de Commerce de Paris) shall have non-exclusive jurisdiction over any dispute relating to the Relationship Documents concerning notably its validity, its interpretation and its performance.

The Payment Services Conditions

The following terms will amend and/or supplement each relevant Relationship Document when the provisions of the French Monetary and Financial Code which implement the Directive 2015/2366 of 25 November 2015 on payment services in the internal market (as amended, re-stated or re-enacted from time to time) (the "Regulations") apply to the Services being provided under such Relationship Document. These documents should be read together.

You acknowledge and consent that, in accordance with Articles L. 133-2 and L. 314-5 of the French Monetary and Financial Code, the following provisions in the Regulations will not apply to your agreement with us: Articles L. 133-1-1, paragraphs 3 et 4 of Article L. 133-7, Articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25, L. 133-25-1, L. 133-25-2, paragraphs I and III of Article L. 133-26 of the French Monetary and Financial Code and all the provisions of Section 3 and 4 of Chapter IV, Title I, Book III of the French Monetary and Financial Code (with the exception of paragraph III of Article L. 314-7 and VII of Article L. 314-13).

1 Application

- 1.1 The Regulations shall apply to certain payment services provided by Us to You if:
 - (a) the payer and the payee's payment service providers are located, one within either Metropolitan France, Guadeloupe, Guyane, Martinique, La Réunion, Mayotte or Saint-Martin and the other within either Metropolitan France, Guadeloupe, Guyane, Martinique, La Réunion, Mayotte, Saint-Martin or any other EEA state and the transaction is carried out in Euros or in the currency of an EEA state that has not adopted the euro as its currency; or
 - (b) the payer and the payee's payment service providers are located, one within either Metropolitan France, Guadeloupe, Guyane, Martinique, La Réunion, Mayotte or Saint-Martin, and the other one within either Metropolitan France, Guadeloupe, Guyane, Martinique, La Réunion, Mayotte, Saint-Martin or any other EEA state and the transaction is carried in a currency that is not the currency of an EEA state (subject to specific conditions); or

- (c) Only one payment service provider is located in Metropolitan France, Guadeloupe, Guyane, Martinique, La Réunion, Mayotte or Saint-Martin, irrespective of the currency used for the payment transaction (subject to specific conditions).

In all case, the Regulations only apply to those parts of the payment services carried out within the EEA.

2 Terms

2.1 If You wish to make a payment to a payee, You shall provide Us with a complete Instruction which shall include the information specified in Clause 3.1 below. You shall provide Us with the complete Instruction by the deadline specified in any reference material provided to You or made available by Us.

2.2 We shall make a payment on Your behalf to the relevant payee's payment service provider within one business day following the receipt of Your complete Instruction if this Instruction concerns a payment transaction:

- carried out in Euros when both payment service providers are located within the EEA or
- involving only one currency conversion between the Euro and the currency of a state party to the EEA outside of the euro area, provided that the required currency conversion is carried out in the state outside the euro area concerned and that the payment transaction takes place in Euros.

This period will be extended by a further business day for paper based Instruction.

2.3 We and You agree that We will execute any payment transaction which is not included in Clause 2.2 above, within a maximum of four business days. This rule does not however apply to payment transactions carried out in a currency that is not the currency of an EEA state subject for both payment services providers to be located within the EEA.

2.4 The Bank will ensure that the amount of the payment transaction benefiting to the Customer is at the Customer's disposal immediately after the amount is credited on the Bank's account where there is no currency conversion or a currency conversion between the euro and an EEA state currency or between two EEA states currency.

2.5 If Your Instruction is received after the cut-off time or on a nonbusiness day, We shall assume Your Instruction has been received on the business day following the receipt of Your Instruction.

2.6 We shall have the right to stop the use of a payment instrument on reasonable grounds relating to:

- (a) the security of the payment instrument;
- (b) suspected unauthorised or fraudulent use of the payment instrument; or
- (c) a materially increased risk that You will default on payment.

2.7 Where You receive a payment, We shall deduct Our charges before We credit Your Account with the remaining sum of money. We shall provide You with the details of the original sum of money received by You and Our deducted charges in Your bank statement.

3 Payee Details

3.1 In order to enable a legal and accurate payment transaction by You to a payee from Your Account, You shall provide Us with the payee's name and address, the payee's payment service provider sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's payment service provider and the payee's international bank account number (IBAN) or other relevant account number, and/or such information (if any) as We may advise You.

3.2 In order to further enable a legal and accurate payment transaction to a payee We shall provide both Your and the payee's complete name, address, account number and BIC or other relevant identification of the payment service provider where the payee's account is located.

4 Payment transactions relating to Your Account

4.1 You may not revoke Instructions after they have been received by Us except in the circumstances described in Clause 4.2 or Clause 4.3 below.

4.2 Where the payment transaction is initiated by the payee or through the payee by You acting as payer, You may not revoke Instructions after they have been sent to the payee, nor after Your consent to the execution of the payment transaction has been given to the payee.

Where the payment transaction is initiated by a payment initiation service provider, the Customer may not revoke Instructions after they have been given to the payment initiation service provider.

However, in the case of a direct debit (including any SEPA Direct Debit as defined below), You, acting as payer, may revoke Instructions by, at the latest, the end of the business day preceding to the agreed day for the debit payment (including any SEPA Direct Debit). In such case, the consent of the payee is also required.

When the payee is subject to an administration or compulsory liquidation proceedings, the Customer may also revoke Instructions given by means of a payment card issued by the Bank subject for the payment operation not to have been credited on the account of payee's payment service provider.

4.3 If it has been agreed between Us and You that the execution of Instructions will begin on a specific day, at the end of a certain period or on the day on which You have set funds at Our disposal, You may revoke the Instructions by, at the latest, the end of the business day preceding the agreed day.

4.4 We may charge revocation charges to You.

4.5 In case of unauthorised or incorrectly executed payment transaction, You may notify Us within 8 weeks after the debit date of such transaction to obtain rectification from Us.

4.6 In case of authorized transaction initiated by or through the payee, You are entitled to send Us a request for refund within 8 weeks after the debit of Your Account in the event that the authorisation did not specify the exact amount of the payment transaction when the authorisation was made and that the amount of the payment transaction exceeded the amount that You could reasonably have expected taking into account Your previous spending pattern.

You shall provide Us with any factual element such as the information related to the circumstances in which the payment authorisation was made as well as the reasons why You were not able to anticipate the amount of the transaction debited from Your Account. You shall not rely on currency exchange reasons if a reference exchange rate agreed with the Bank has been applied.

We shall refund the full amount of the transaction or justify Our refusal within 10 business days following the receipt of the request for refund.

You have an unconditional right to a refund within the time limits laid down above for SEPA Direct Debit.

5 Liability

5.1 We shall not be held liable for the non-execution or the defective execution of a payment transaction if Your Instruction is incorrect. We will endeavour to recover the funds that were the object of the payment transaction and may charge You with all recovery costs.

5.2 Our liability for the non-execution or defective execution of Instructions and any subsequent obligation of restitution of the amount of the transaction will only apply to the part of the transaction that We carry out.

5.3 We shall remain fully liable to You for the acts of any agent carrying out payment service activities on Our behalf in accordance with Article L. 523-3 of the French Monetary and Financial Code but not for any other acts of the agent.

5.4 In this clause "Third Party Provider" means a payment initiation service provider or account information service provider which is authorised by or registered with the ACPR or another EEA regulator or otherwise permitted by law to access information on accounts and/or give the Bank the Customer's instructions to make payments from those accounts which are accessible online and which are subject to this clause 3.

(a) Notwithstanding anything else to the contrary in the Relationship Documents, You may instruct a Third Party Provider to access information on Your accounts and/or give the Bank instructions to make transfers from its accounts, without the need for a written agreement between the Bank and the Third Party Provider, provided that in either case the Third Party Provider has identified themselves to the Bank and acted in accordance with the requirements of the Regulations. Before entering into an agreement with a TPP You must check it is authorised. If You instruct an unauthorised third party, the Bank will assume it is the Customer that is authorising the Bank to give access to information about the Customer's accounts and the Customer will be responsible for any payments made as a result. If the Bank is aware that an unauthorised third party is trying to access the Customer's accounts, the Bank will block access to the accounts.

(b) Any instructions from a Third Party Provider shall be deemed to be valid instructions from the Customer to the Bank for the purposes of the Relationship Documents and shall be treated in the same way under the Relationship Documents as an instruction given by an Authorised Person. This includes the right to refuse an instruction for the reasons set out in the Relationship Documents.

(c) The Bank may deny a Third Party Provider access to an account where there are justified and evidenced reasons relating to unauthorised use or fraudulent activities by that Third Party Provider. Before doing so, or immediately afterwards at the latest, the Bank will inform the Customer that it intends to deny access and will give reasons for doing so, unless it is not reasonably practicable to do so. In either case, the Bank will inform the Customer in the manner in which the Bank considers most appropriate in the circumstances and will not be obliged to inform the Customer, where doing so would compromise the Bank's reasonable security measures or otherwise be unlawful. In the event the Bank denies access to a Third Party Provider the Bank will also notify the French Central Bank (*Banque de France*).

5.5 In the event you wish to make a complaint about any payment services covered by the Regulations, you should direct your complaint to your relationship manager. We undertake to acknowledge receipt of the complaint within 48 hours. We will reply to any such complaint on paper or any other durable medium within 15 business days following receipt of the complaint. In exceptional cases, if a response cannot be given within fifteen business days for reasons outside the Bank's control, we will issue a pending response clearly explaining the reason for the additional period needed to address the complaint and indicating the deadline by which the Client receiving payment services will receive a final response. In any event, you will receive a final response no later than thirty-five business days after the Bank receives your complaint.

Account Opening Country Conditions

The following are the specific terms which amend and/or supplement the Account Opening Services Schedule and any Annex to it entered into between Us and You, and which shall apply to the Services provided thereunder in France only ("Account Opening Country Conditions"). These documents should be read together.

1 Definitions

In the present section, the following terms and expressions shall bear the meaning given to them below unless the context requires otherwise:

- "EPC Rulebook" means in connection with:
 - SEPA Credit Transfers or SEPA Credit Transfers Orders, the European Payments Council's SEPA Credit Transfer Rulebook which sets out the rules and functional standards for SEPA Credit Transfers;
 - SEPA Direct Debits, the European Payment Council's SEPA Core Direct Debit Scheme Rulebook which sets out the rules and business standards for SEPA Direct Debits;
- in any case, as amended from time to time, available in English at the following address: www.europeanpaymentscouncil.eu.
- "Interbank Settlement" means the transfer of funds between the bank of the originator and the bank of the beneficiary in relation to a payment transaction.
 - "Interbank Settlement Date" means the date on which the Interbank Settlement occurs under a SEPA Credit Transfer Order, or a SEPA Direct Debit, as defined by the EPC Rulebook.
 - "Payee's Bank" means the payment service provider (within the meaning of the Financial and Monetary Code) which holds the account of the beneficiary of a SEPA Credit Transfer.
 - "SEPA Area" means the Single Euro Payments Area, the geographic area within which You can, depending on the circumstances, initiate SEPA Credit Transfer Orders or receive SEPA Credit Transfers or execute SEPA Direct Debits.
 - "SEPA Direct Debit" means a direct debit in Euros between two payment accounts opened within the SEPA Area and which is initiated in a ISO 20022 message and makes use of BIC and IBAN to identify accounts and payment service providers.
 - "SEPA Credit Transfer" "SCT" means a transfer in Euros between two payment accounts opened in the name of customers within the SEPA Area. SEPA Credit Transfers are based on messages compliant with international standards (ISO 20022) and use the IBAN and BIC to identify account numbers and payment service providers.
 - "SEPA Credit Transfer Order" means the Instruction given by You to Us to execute a SEPA Credit Transfer in favor of a beneficiary (or "payee").

2 Single Account

All Accounts opened by You with Us (irrespective of the currency and the branch or office at which such Account is opened or held) shall constitute accounting sub-divisions of a single indivisible account. We may at any time transfer between these Accounts all or any part of their respective balances and may make any such currency conversions as may be necessary for this purpose.

3 Transfer orders

You may request Us to transfer an available amount to another account. As a counterpart to this transfer, an entry for the same amount is debited to Your Account the same business day.

A transfer may be SEPA, European (European credit transfer) or crossborder (international credit transfer).

4 SEPA Credit Transfer Orders

- 4.1 You may issue or receive a SEPA Credit Transfer in respect of any of Your Accounts denominated in Euro.
- 4.2 To make a SEPA Credit Transfer, You may use the bank communication channel agreed with Us, according to the applicable terms of use.
- 4.3 Whatever the channel, We may not be able to process a SEPA Credit Transfer Order unless You provide the following information: the IBAN of the Account to be debited, the amount of the SEPA Credit Transfer, the IBAN of the payee's account, the payee's name (if available), any remittance instruction (140 characters at maximum), and the BIC of the Payee's Bank. It is Your responsibility to obtain from the payees the IBAN and BIC codes required to issue SEPA Credit Transfer Orders, or to provide Your payers with Your own codes in order to receive a SEPA Credit Transfer.
- 4.4 You must communicate the BIC to Us until 1st February 2016 for international SEPA Credit Transfers.
- 4.5 The SEPA Credit Transfer Order must comply with the form and content requirements required for the correct execution of such order.
- 4.6 You are solely responsible for the accuracy of the information provided to enable the execution of a SEPA Credit Transfer Order. We are not required to correct or supplement the information provided.
- 4.7 Any SEPA Credit Transfer Order is executed by Us on the basis of an IBAN number, regardless of any additional information provided for the purposes of execution of order.
- 4.8 If We agree to carry out a SEPA Credit Transfer Order, Your Account will be debited with the amount of the SEPA Credit Transfer for transfer to the Payee's Bank so that the latter credits the account of the payee.
- 4.9 We draw Your attention to the fact that:

- (a) rejections may occur (meaning refusal to execute prior to the Interbank Settlement), primarily for the following reasons: insufficient funds being available for the requested transfer or any applicable fees, incorrect IBAN of the payee or invalidity of the BIC of the Payee's Bank;
- (b) returns may occur (that is to say non-execution after Interbank Settlement), for reasons such as an incorrect account number or the closure of the account.

In case of reject or return, the execution of the SEPA Credit Transfer will not be possible as is, and We will notify You of the reject or return as well as (if possible) the reason for it, in the form and complying with the relevant time limits of the appropriate bank communication channel. If, following a reject or return, You wish to reissue a corrected Credit Transfer Order, such order will be treated as a new Credit Transfer Order to which a new execution time will apply.

4.10 Recall

- (a) The recall procedure is exclusively used to regularise the issuance of a SEPA Credit Transfer in case of:
- duplicate sending,
 - technical problems resulting in erroneous SEPA Credit Transfers,
 - fraudulent originated SEPA Credit Transfers.
- (b) A recall request can be issued by originator or its bank, the bank being in any case responsible for the good standing of the request.
- (c) We will inform You of the receipt of any recall request in connection with a SEPA Credit Transfer received by You. You have to provide a response to such recall request to Us before 10:00 AM (Paris time) on the eighth business day following the receipt of the recall request. Such response has to be in the format and contain such information as requested by Us.

If We do not receive Your response within the delay as set out in the previous paragraph, We will send a negative response to the bank's payer.

- (d) A recall request can be issued by Us, on Our own initiative and for the cases referred to above.
- (e) A recall request can also be issued by You to Us

In such case, We draw attention to the fact that:

- The request must be received by Us before 10:00 AM (Paris time) on the eighth business day following the Interbank Settlement Date of the initial SEPA Credit Transfer;
- The Payee's Bank has 10 business days following receipt of the recall request to provide its response;
- The recall may happen not to succeed, in particular if the payee under the original SEPA Credit Transfer refuses or due to the unavailability of the claimed funds;
- The amount recalled may be less than the amount of the initial SEPA Credit Transfer, in particular due to the fees which the Payee's Bank is entitled to deduct from such amount.

5 SEPA Direct Debits

- 5.1 Information on the operation of the SEPA Direct Debit Scheme and Your rights under the SEPA Direct Debit Scheme as set out in the SEPA Direct Debit - Debtor Information Document is available from the following website - www.hsbcnet.com/sepa.
- 5.2 Information on the operation of the SEPA Direct Debit B2B Scheme and Your rights under the SEPA Direct Debit B2B Scheme as set out in the SEPA B2B Direct Debit - Debtor Information Document is available from the following website - www.hsbcnet.com/sepa.

E-Channels Country Conditions

The following are the specific terms which amend and/or supplement the E-Channels Services Schedule and any Annex to it entered into between Us and You, and which shall apply to the Services provided thereunder in France only ("E-Channels Country Conditions"). These documents should be read together.

1 Representation

You represent and warrant that the entry into and performance of Your contractual obligations under the E-Terms do not violate the article L 511 -7, I, 3° of the French Monetary and Financial Code, if You, acting for Your own account or on behalf of any Customer Associate, made or will make cash concentration operations.