

France Country Conditions

The following are the terms which amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in France only ("France Country Conditions").

1 Interpretation

Business Day means any day other than a Saturday, Sunday or a public holiday in France, when the Bank is open for business.

2 Amendments

2.1 Clause 13.1 of the Master Services Agreement is deleted and replaced with the following:

The Bank shall notify the Customer of any change of the Relationship Documents, on paper or on another durable medium, two months before the proposed date of application, at the latest. The Customer shall be deemed to have accepted the change if the Customer does not notify the Bank, before the proposed date of application of the changes. Where the Customer does not agree to the proposed changes, the Customer may terminate the Relationship Documents and end the Customer's banking relationship without charge.

2.2 Clause 13.3 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, the Customer hereby consents that the Bank may assign the Bank's rights and/or transfer the Bank's obligations to:

- a) any member of the Group; or
- b) to the Bank's successor following a merger, consolidation or disposal of all or substantially all of the Bank's 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 the Customer.

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

2.3 Clause 19.2 of the Master Services Agreement is deleted and replaced with the following:

The Parties submit to the non-exclusive jurisdiction of the Tribunal de Commerce de Paris.

3 Single Account

Any Accounts opened by the Customer with the Bank (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. The Bank 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.

4 The Payment Services Conditions

4.1 The following Clauses 4.2 - 4.22 will amend and/or supplement each relevant Relationship Document when the provisions of the French Monetary and Financial Code implementing the European Directive 2015/2366 of 25 November 2015 on payment services (as amended, re-stated, re-enacted or repealed from time to time) (the "Regulations") apply to the Services being provided under such Relationship Document.

4.2 The Customer acknowledges and consents 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).

4.3 The Regulations shall apply to certain payment services provided by the Bank to the Customer 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 one 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.

4.4 If the Customer wishes to make a payment to a payee, the Customer shall provide the Bank with a complete Instruction which shall include the information specified in Clause 4.9 below.

The Customer shall provide the Bank with the complete Instruction by the deadline specified in any reference material provided to the Customer or made available by the Bank.

4.5 The Bank shall make a payment on the Customer's behalf to the relevant payee's payment service provider within one Business Day following the receipt of the Customer's 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.

4.6 The Bank and the Customer agree that the Bank will execute any payment transaction which is not included in Clause 4.5 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.

France Country Conditions

- 4.7 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.
- 4.8 If the Customer's Instruction is received after the cut-off time specified in any reference material provided or made available to the Customer or on a non-Business Day, the Bank shall assume the Customer's Instruction has been received on the Business Day following the receipt of the Customer's Instruction.
- 4.9 The Bank 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 the Customer will default on payment.
- 4.10 If the Customer receives a payment, the Bank may deduct the Bank's charges before crediting the Customer's Account with the remaining sum of money. The Bank shall provide the Customer with the details of the original sum of money received by the Customer and the Bank's deducted charges in the Customer's bank statement.
- 4.11 In order to enable a legal and accurate payment transaction by the Customer to a payee from the Customer's Account, the Customer shall provide the Bank 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 the Bank may advise the Customer.
- 4.12 In order to further enable a legal and accurate payment transaction to a payee the Customer shall provide both the Customer's and the payee's complete name, address, account number and where applicable BIC or other relevant identification of the payment service provider where the payee's account is located.
- 4.13 The Customer may not revoke Instructions after they have been received by the Bank except in the circumstances described in Clause 4.14 or Clause 4.15 below.
- 4.14 Where the payment transaction is initiated by the payee or through the payee by the Customer acting as payer, the Customer may not revoke Instructions after they have been sent to the payee, nor after the Customer's consent to the execution of the Instruction 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), the Customer, 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). 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.
- 4.15 If it has been agreed between the Bank and the Customer that the execution of Instructions will begin on a specific day, at the end of a certain period or on the day on which the Customer has set funds at the Bank's disposal, the Customer may revoke the Instructions by, at the latest, the end of the Business Day preceding the agreed day.
- 4.16 The Bank may charge revocation charges to the Customer.
- 4.17 In case of unauthorised or incorrectly executed payment transaction, the Customer may notify the Bank within 8 weeks after the debit of the Customer's Account of such transaction to obtain refund or rectification from the Bank.
- 4.18 In case of authorised transaction initiated by or through the payee, the Customer is entitled to send the Bank a request for refund within 8 weeks after the debit of the Customer's 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 the Customer could reasonably have expected taking into account the Customer's previous spending pattern.
- 4.19 The Customer shall provide the Bank 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 the Customer was not able to anticipate the amount of the transaction debited from the Customer's Account. The Customer shall not rely on currency exchange reasons if a reference exchange rate agreed with the Bank has been applied.
- 4.20 The Bank shall refund the full amount of the transaction or justify the Bank's refusal within 10 Business Days following the receipt of the request for refund.
- 4.21 The Customer has an unconditional right to a refund within the time limits laid down above for SEPA Direct Debit.
- 4.22 The Bank shall not be held liable for the non-execution or the defective execution of a payment transaction if the Customer's Instruction is incorrect. The Bank will endeavour to recover the funds that were the object of the payment transaction and may charge the Customer with all recovery costs.
- 4.23 The Bank's liability for 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 the Bank carries out.
- 4.24 The Bank shall remain fully liable to the Customer for the acts of any agent carrying out payment service activities on the Bank's behalf in accordance with Article L. 523-3 of the French Monetary and Financial Code but not for any other acts of the agent.

4.25 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, the Customer may instruct a Third Party Provider to access information on the Customer's 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 the Customer must check it is authorised. If the Customer instructs 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*).

4.26 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.

5 The Single Euro Payments Area

5.1 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 French Monetary and Financial 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 the Customer 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 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 the Customer to the Bank to issue a SEPA Credit Transfer in favor of a beneficiary (or "payee").

5.2 The Customer may request the Bank to transfer an available amount to another account. As a counterpart to this transfer, an entry for the same amount is debited to the Customer's Account the same Business Day. A transfer may be SEPA, European (European credit transfer) or crossborder (international credit transfer).

5.3 The Customer may issue or receive a SEPA Credit Transfer in respect of any of the Customer's Accounts denominated in euro.

5.4 To issue a SEPA Credit Transfer Order, the Customer may use the bank communication channel agreed with the Bank, according to the applicable terms of use.

France Country Conditions

5.5 Whatever the channel, the Bank may not be able to process a SEPA Credit Transfer Order unless the Customer provides 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).

It is the Customer's responsibility to obtain from the payee the IBAN codes required to issue SEPA Credit Transfer Orders, or to provide the Customer's payers with the Customer's own codes in order to receive a SEPA Credit Transfer.

5.6 The SEPA Credit Transfer Order must comply with the form and content requirements required for the correct execution of such order.

5.7 The Customer is solely responsible for the accuracy of the information provided to enable the execution of a SEPA Credit Transfer Order. The Bank is not required to correct or supplement the information provided.

5.8 Any SEPA Credit Transfer Order is executed by the Bank on the basis of an IBAN, regardless of any additional information provided for the purposes of execution of order.

5.9 If the Bank agrees to carry out a SEPA Credit Transfer Order, the Customer's 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.

5.10 The Bank draws the Customer's 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;
- 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 the Bank will notify the Customer 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, the Customer wishes 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.

5.11 Recall

- a) The recall procedure is exclusively used to regularize the issuance of a SEPA Credit Transfer in case of:
 - duplicate sending,
 - technical problems resulting in erroneous SEPA Credit Transfer,
 - 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) The Bank will inform the Customer of the receipt of any recall request in connection with a SEPA Credit Transfer received by the Customer.

The Customer has to provide a response to such recall request to the Bank 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 the Bank

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

- d) A recall request can be issued by the Bank, on the Bank's own initiative and for the cases referred to above.
- e) A recall request can also be issued by the Customer to the Bank.

In such case, the Bank draws attention to the fact that:

- The request must be received by the Bank 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 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.

5.12 Information on the operation of the SEPA Direct Debit Scheme and the Customer's 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.

5.13 Information on the operation of the SEPA Direct Debit B2B Scheme and the Customer's 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.