

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the terms and expressions with capital letters shall have the following meanings:

**Access Creation Form** means the form attached to Annex 1.

**Access Modification Form** means the form attached to Annex 2.

**Access Rights** means the rights granted to the Users for the latter to access myQuintet and use all or part of its services in relation to all or part of the Accounts, as further defined in the Access Creation Form and in the Access Modification Form.

**Access Termination Form** means the form attached to Annex 3.

**Accounts** means the account(s) held by the Client at the Bank and in relation to which the Client and/or Proxy may access myQuintet and use all or part of the myQuintet services. The Accounts under the Agreement are found in the Specific Conditions, the Access Creation Form and/or the Access Modification Form.

**Agreement** means the present myQuintet agreement (its Specific Conditions and General Conditions) together with its Annexes.

**Annex** means an annex to the Agreement; Annexes form an integral part of the Agreement.

**Applicable Law** means laws and regulations of the Grand Duchy of Luxembourg (hereinafter, **Luxembourg**) under strict exclusion of its rules of conflict of law.

**Authorisation** means the authorisation granted by the Client to the Proxy(ies) allowing the latter to access myQuintet and use all or part of the myQuintet services in relation to the Accounts. Such authorisation may be granted by virtue of a power of attorney or any other mandate, agreement or document considered by the Bank as allowing the Proxy(ies) to access and use myQuintet on behalf of the Client.

**Authorised Subcontractors** means the subcontractors of the Bank who assist the Bank in providing myQuintet. **Business**

**Day** means a day of the year other than a Saturday or a Sunday or a statutory holiday in the TARGET 2 Calendar.

**Business Hours** means any time of a Business Day between 8am CET and 6pm CET.

**Clause** means a clause of the Agreement.

**Client Data** means any type of information allowing the direct or indirect identification of the Client, whether such Client is an individual or a legal entity.

**Confidential Information** means any information, whether in written, verbal, electronic, or other form, of a confidential nature, pertaining, for example, to technical, business, financial, and operational matters of the Bank, its affiliated companies or its Authorised Subcontractors, that the Client and the Proxy (if any) may obtain either directly or indirectly in the performance of the Agreement.

**Effective Date** has the meaning set forth in Clause 3 of the Specific Conditions.

**Force Majeure Event** means any cause beyond a Party's reasonable control which affects the performance by this Party of its obligations under the Agreement. For the purpose of the Agreement, Force Majeure Events include situations where myQuintet is unavailable or defective due to interruptions or other interferences making the telecommunication network inaccessible.

**Form** means any form attached to the Annexes.

**General Conditions** mean these general terms and conditions applicable to the provision by the Bank of myQuintet, as may be amended from time to time pursuant to Clause 19.2 of these General Conditions.

**Quintet Employees** means the agent(s), employee(s), director(s), officer(s), contractor(s) of the Bank as well as the Authorised Subcontractors and employee(s) thereof who, acting on the Bank's instructions, provide myQuintet or perform any of the Bank's obligations under this Agreement.

**Personal Data** means any type of information relating to an identified or identifiable natural person, or any other definition of "personal data" under the applicable data protection legislation.

**Proxy(ies)** means the third party(ies) appointed by the Client, in line with the Authorisation, to access myQuintet and use all or part of the myQuintet services. The Proxy(ies) under the Agreement are found in the Access Creation Form.

**Security Code** means any PIN code or password (including the initial PIN code and any subsequent PIN code) allowing the User to access and use myQuintet pursuant to the Agreement.

**Specific Conditions** means the specific terms and conditions applicable to the provision by the Bank of myQuintet.

**Tariffs** mean the Bank's tariffs, stating the cost of the services provided by the Bank, as may be amended by the Bank from time to time.

**Third Party** means any individual or legal entity who is not a Party, an Authorised Subcontractor, the Client and a Proxy (if any).

1.2 Other terms and abbreviations may be defined and/or used in the Agreement and the Annexes. Clause, Annex and paragraph headings are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

1.3 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders. The words "include", "includes", and "including" means "include without limitation", "includes without limitation" and "including without limitation".

## 2. OBJECT OF THE AGREEMENT AND ORDER OF PRECEDENCE

- 2.1 The object of the Agreement is to set out the conditions under which **myQuintet** will be provided by the Bank and used by the Client and/or the Proxy (hereinafter, the **Users**). The Specific Conditions set forth specific provisions applicable between the Bank and the Client, including financial terms and any specific restrictions to the provision of myQuintet that are not specified in the General Conditions and in the Annexes (if any). The General Conditions govern the relations between the Bank and the Users in terms of access and use of myQuintet in relation to the Accounts. The Proxy (if any) shall accept and be bound by the General Conditions upon signing the relevant Forms.
- 2.2 In case of ambiguity or discrepancies, the General Conditions, Specific Conditions and the Annexes shall be explained and adjusted in the following order of precedence: (a) the Annexes; and then (b) the Specific Conditions; and then (c) the General Conditions. The Bank's General Terms and Conditions (Règlement Général des Opérations de la Banque) applicable to the Bank and the Client remain applicable and prevail over this Agreement in case of contradiction or discrepancy.

## 3. ACCESS RIGHTS AND ACCOUNTS

- 3.1 The Parties agree that the relevant Access Rights of the Users and the relevant Accounts following the Effective Date are defined and described in the Access Creation Form and/or the Access Modification Form, once such forms are duly completed and signed and received by the Bank. The Client represents and warrants that any signature affixed by the Client to the Forms is in line with the Client's signing authorities at the time of signature.
- 3.2 The Client may, at any time during the term of the Agreement, request a change or the termination of Access Rights. Proxies (if any) may request the termination of their Access Rights at any time. The Access Termination Form may be used for such purposes. The Bank shall use its best efforts to render such requests effective within five (5) Business Days as of their receipt by the Bank.

## 4. ELECTRONIC SERVICES DESCRIPTION

- 4.1 The Bank shall provide the Users with myQuintet, an Internet solution routed through a dedicated URL <https://www.myQuintet> (hereinafter, the **Site**) and a mobile application available in one of the compatible application stores (iOS, Android, etc) (hereinafter, the **Application**). Subject to any restrictions set forth in this Agreement and in the Annexes, myQuintet allows the Users to:
- (a) access and view information on the Account(s);
  - (b) receive correspondence and documents from the Bank such as mail from the Bank (eDOC) (including commercial or regulatory communications), bank documents, tax documents, current accounts and valuations, transaction notices and management reports; and
  - (c) communicate with the Bank by using a secure messaging solution (Secure Messaging).
- 4.2 myQuintet may also allow the Users to subscribe to new online services that may be offered by the Bank and to conclude agreements with the Bank in relation to these new online services (for instance, by accepting general conditions via "pop-up" windows).

## 5. AUTHENTICATION

The Bank shall provide each User with an identifier, an OTP (one-time password) card (hereinafter, the **Card**) and an initial PIN code (together, the **Authentication Kits**). The Bank may also provide user guides relating to the Card. The Bank will send the Authentication Kits to the Users by any means the Bank deems adequate. The Bank may require additional actions on the part of the Client and/or the Proxy for the Authentication Kits to be provided or for the Card to be activated (for instance, by asking for additional information on the Users' identity, on their devices or their IT systems). Such additional actions shall be reasonable.

The Authentication Kits will be sent and the Card will be activated once the Bank has received and processed the information which the Bank deems sufficient. The Bank shall be entitled to consider any person who accesses myQuintet using the Authentication Kits to be a User whose access has been authorised by the Client. The Bank reserves the right not to provide Authentication Kits or activate the Card and the right to deactivate the Card or otherwise render any of the Authentication Kits unusable at any time in the Bank's sole discretion. The Card remains the property of the Bank and the Bank may request its immediate return at any time.

Depending upon the technical characteristics of his mobile device and subject to compatibility, the Client may optionally and on his initiative alone, after at least one successful connection to the Application through the Authentication Kits, activate any rapid and secure identification systems, in particular, biometric ones, available on his mobile device (**Rapid Authentication**). By activating this option, the Client acknowledges and accepts that this Rapid Authentication shall be deemed equivalent to using the Authentication Kits and shall have the same effects regarding the clear, certain and non-contestable identification of the Client and/or the User. The Bank may nonetheless at any time deactivate this option (in particular for security reasons) and/or may from time to time require the Client and/or User to connect using the Authentication Kits.

## 6. SUPPORT SERVICES

The Client may contact his usual private banker at the Bank for any query relating to the access to myQuintet, to the Authentication Kits or for any assistance in relation to the use of myQuintet.

### 6.1 Replacement of Authentication Kits

Users who forget their Security Code or wish that the Card be replaced undertake to contact the Technical Support Service to resolve the issue. The Bank shall deem any request made from a User to the Technical Support Services as being authorised by the Client. The Bank shall replace the Card if it is stolen, lost, damaged or fails to work properly.

## 7. CONSULTATION SERVICES

- 7.1** Information, including information on the Accounts and operations carried out in relation to them (**Account Information**), non-personalised information and other general financial information as well as information provided by Third Parties such as financial or stock market data providers (hereinafter, **Third-Party Information**) (hereinafter, together, the **Information**), will be made available to the User via myQuintet. The Bank reserves the right to modify the Information or suspend or discontinue the provision of Information at any time without notice and notably where such action is required to comply with Applicable Law.
- 7.2** The Bank and its Authorised Subcontractors have taken all reasonable care to ensure that the Information they provide is fair, accurate, and complete. Nonetheless, the Bank cannot guarantee the exactness, exhaustiveness or appropriateness of such information. The Users acknowledge that, for technical reasons, there may be a time lag between the time that stock prices are shown and the actual time of listing on the relevant stock market. Opinions communicated via myQuintet reflect the Bank's judgment on the date on which they were issued and are subject to change at any time without notice. These opinions do not take into account the specific investment objectives, financial situation or particular needs of the Client. Unless expressly stated otherwise, no Information, particularly the Bank's opinions, shall constitute offers binding on the Bank.
- 7.3** Before making any decision to invest in financial instruments or investment funds mentioned by the Bank, the Client and the Proxy (if any) should consult advisors and take note of the legal documentation on this instrument or the investment funds concerned and, in particular, the fund prospectuses and/or the KIID when applicable.
- 7.4** The Client and the Proxy (if any), if they act as professionals, waive their right to receive technical and other information pursuant to the Luxembourg Law of 14 August 2000 on electronic commerce, as amended, and to the Luxembourg Law of 10 November 2009 on payment services, as amended.
- 7.5** The Client acknowledges that the Users may have access to Client Data when using myQuintet. The Client and the Proxy (if any) however acknowledge that, for confidentiality purposes, certain Information or documents provided via myQuintet may not contain Client Data. The Bank reserves the right to impose contractual or technical restrictions on the access to Client Data via myQuintet at any time and notably where such restrictions are required to comply with regulatory requirements.

## 8. TRANSMISSION OF DOCUMENTS

- 8.1** Subject to any restrictions set forth in the Annexes, documents that may be provided, requested, consulted and/or downloaded by the User via myQuintet.lu include mail from the Bank (including commercial or regulatory communications), bank documents, transactions notices, tax documents, current account statement and valuations and management reports.
- 8.2** Any document transmitted electronically via myQuintet shall be deemed to be an original document having the same legal effect and probative value as a document in paper form sent by normal mail. Documents transmitted via myQuintet by the Bank shall be considered delivered and sent by electronic means at the time these documents are made available on myQuintet. The Bank may however make documents consulted in electronic form or copies thereof available in paper format to the Client, at the latter's request and without prejudice to legally prescribed archiving times.
- 8.3** The Client expressly acknowledges that the Bank, by sending or making the documents available on myQuintet, is meeting its communication and reporting obligations relating to these documents. The Client and the Proxy (if any) are solely responsible for all losses, liabilities, damages, costs, claims and expenses (including legal fees on a full indemnity basis and other professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions) or other negative consequences that might arise from the delayed consultation or lack of consultation of the documents provided via myQuintet. The Client and the Proxy (if any) are responsible for using the options available on myQuintet (such as the printing of documents) to keep records of the actions carried out via myQuintet and the Bank shall not be held liable in this regard.

## 9. TRANSMISSION OF MESSAGES

- 9.1** Subject to any restrictions set forth in the Annexes, myQuintet allows the Users to send electronic messages to the Bank. The Client's contact person at the Bank shall receive and reply to these electronic messages. The Client and the Proxy (if any) however acknowledge that, to improve the processing of electronic messages by the Bank, other **Quintet** Employees may receive, consult, process and reply to the messages sent by the Users. Electronic messages are consulted, replied to or processed as soon as practicable and will not be treated as a priority. Electronic messages should not be used for: (a) sending urgent or deadline-dependent messages to the Bank; or (b) notifying the Bank of the loss, theft or wrongful use of the Security Code or the Card.
- 9.2** Subject to any restrictions set forth in the Annexes, electronic messages may be used to instruct the Bank to carry out orders, transactions, transfers and other operations. Such instructions shall be given, processed and executed in accordance with existing contractual terms between the Bank and the Client and between the Bank and the Proxy (if any). The Bank shall be entitled to consider any instructions and communication received via myQuintet to be issued by a User authorised by the Client and to be at the Client's initiative. The User acknowledges that the processing of instructions transmitted via electronic messages may not be carried out immediately for various reasons (such as, the need for a manual intervention by a Quintet Employee). Instructions may be inspected and checked by the Bank before execution. The execution of such instructions may also be subject to cut-off times. The Bank reserves the right to (a) contact the concerned User or the Client to request confirmation or additional information before executing the instruction; and (b) set limits or restrictions on the instructions that may be given via electronic messages on myQuintet in the Annexes.
- 9.3** The Bank reserves the right to reply to electronic messages sent via myQuintet using other means of communications. The Users shall be responsible for carrying out the backup and archiving of messages exchanged using myQuintet as no automatic archiving service is provided on myQuintet.

## 10. OBLIGATIONS OF THE CLIENT AND THE PROXY

- 10.1** The Users will use the Authentication Kits and Rapid Authentication in accordance with these General Conditions and with any other instructions relating to the prescribed use of the Authentication Kits and/or Rapid Authentication (as may notably be found in any user guide provided alongside the Authentication Kits). The Users shall: (a) keep the Authentication Kits, and particularly the Card and the Security Code, private, personal and strictly confidential; and (b) inform the Technical Support Service immediately of any loss, theft or wrongful use of the Security Code or the Card, or any other risk of abuse concerning the Authentication Kits.
- 10.2** The Client and the Proxy (if any) shall notify the Bank immediately if: (a) the Authorisation no longer exists or no longer allows the Proxy to use myQuintet in relation to the Accounts; (b) if they become aware or suspect that any act (including an act of the Proxy), matter or thing has arisen or occurred in connection with myQuintet or is likely to arise or occur which may constitute or give rise to a contravention of this Agreement. The Client and the Proxies (if any) shall inform the Bank spontaneously within thirty (30) days of any change in the information provided to the Bank, in particular regarding effective domicile or registered office as well as changes to the Client's signing authorities that have an impact on this Agreement.
- 10.3** The Users undertake to: (a) take all the necessary precautions to ensure that the workstation, laptop, mobile device or other device on which myQuintet is used (the **Terminals**) and their communication network enable the Users to securely use myQuintet and prevent access by unauthorised Third Parties; and (b) minimise the security risks entailed by Internet use, including by implementing appropriate security measures (such as up to date anti-virus programs, reliable firewalls and using software from a reliable source).
- 10.4** The Client and the Proxy (if any) shall refrain from infringing or using (including in a way that may infringe intellectual property rights to or in myQuintet is (including the software, tools, manuals and applications provided or made available via such services) and to or in the Information provided via myQuintet (hereinafter, the **myQuintet IPR**). This includes: (a) not reproducing or distributing Third Party Information and stock market data to any Third Party; and (b) not copying, translating, decompiling, recompiling, changing or making available to Third Parties the software, applications or manuals provided or made available as part of myQuintet in any way without prior written permission from the Bank.
- 10.5** The Client and the Proxy (if any) undertake: (a) to carry out checks and ensure, where **myQuintet** is accessed and used in a country other than **Luxembourg**, that the access to and the use of myQuintet comply with the laws and regulations applicable in such country; (b) not to use myQuintet so as to make the access to Client Data by unauthorised Third Parties (including foreign authorities) likely; and (c) not to use Confidential Information for any purpose other than as strictly necessary for the performance of these General Conditions or as allowed under the Authorisation or any other agreement concluded between the Bank and the Client or the Proxies.
- 10.6** Prior to instructing the placing of an orders relating to financial transactions via electronic messages on myQuintet, the Users must, where applicable, duly inform the Bank of the Client's profile, the Client's financial standing and the Client's investment objectives. Before making any investment, the Users must check that: (a) the subscription or acquisition conditions and methods for a particular product or service have been followed; and (b) the laws and regulations applying to them and to the Client (if the User is a Proxy) and the laws of the country of their residence allow the Client to invest in a given financial product. The Client and the Proxy (if any) shall be liable for any Loss resulting from failure to meet their obligations under this Clause 10 of the General Conditions.

## 11. LIABILITY OF THE CLIENT

- 11.1** The Client shall remain at all times responsible for all acts and omissions of the Proxy (if any), as if such acts and omissions were performed by the Client himself. The Parties agree that any operations, orders, transactions and actions carried out via myQuintet will be considered as being carried out by the Client or, at least, as being authorised by the latter. The Client will thus be considered as a party or, at least, as being bound by the same obligations as a party, to any agreement formed with the Bank via myQuintet. The Client shall be liable for ensuring that: (a) the Proxy has had the opportunity to read these General Conditions and has accepted these General Conditions; (b) the Access Rights set forth in the Annexes and the Proxy's access to and use of myQuintet are in line with the Authorisation at all times; (b) the Proxy complies with these General Conditions throughout the term of the Agreement; and (c) the Proxy is informed of the security measures (including IT security measures) and requirements applicable to the use of the Authentication Kits and/or Rapid Authentication and to the access to and use of myQuintet.
- 11.2** Once the Authentication Kits are provided to the User, the Client and the Proxy (if any) will be liable for any direct or indirect consequences arising from the loss, theft, damage or the fraudulent, erroneous, illegal, unlawful or otherwise wrongful use or disclosure of the Authentication Kits.
- 11.3** To the maximum extent permitted by Applicable Law, the Client and the Proxy (if any) shall be liable for all Losses arising from the fraudulent, erroneous or otherwise wrongful access to and/or use of myQuintet.lu or to any access to and/or use of myQuintet contrary to this Agreement, Applicable Law or any other laws and regulations applicable in the jurisdictions in which myQuintet is accessed or used by the Users.

## 12. LIABILITY OF THE BANK

- 12.1** The Bank's obligations under the Agreement constitute obligations of means (obligation de moyens) within the meaning of Applicable Law. Under this Agreement, the Bank may only be liable for fraudulent conduct or gross negligence. If liable, the Bank's liability shall be limited to direct losses only.
- 12.2** Subject to the above, and to the maximum extent permitted by Applicable law, the Bank shall not be liable for any consequences or any Losses suffered by the Client and/or the Proxy (if any) and resulting from: (a) any use of the Authentication Kits made following the sending or communication of these kits to the Users; (b) any use of and reliance on the Information (including reliance on the prices thereof); (c) instructions made via electronic messages on myQuintet and not processed or executed or not processed or executed on time; (d) any use of the Internet made by the Users (including for any transmission errors, delays, network failures or overloads, malfunctions, bugs, viruses, IT frauds); (e) any interference or interruption in the availability of the Electronic Services (caused, for instance, by software viruses or the hacking or other unlawful interventions on the Bank's IT system); (f) any suspension or interruption in the provision of myQuintet decided by the Bank pursuant to these General Conditions; (g) for any access to or use of myQuintet made by the Users and the consequences thereof; (h) access by unauthorised Third Parties to Account Information and/or Client Data due to a failure by the Client or the Proxy (if any) to comply with these General Conditions, the Authorisation, Applicable Law or any other applicable laws and regulations; and (i) the processing of personal data relating to the Client and the Proxy (if any) and the processing and transfer of Client Data authorised by the Client pursuant to Clause 20 of these General Conditions.

### **13. RISKS ASSOCIATED WITH THE ELECTRONIC SERVICES**

- 13.1** The Client and the Proxy (if any) acknowledge that access to and use of myQintet from outside of Luxembourg may, depending on the laws and regulations of the country in which myQintet is accessed and used, infringe the laws and regulations of such country.
- 13.2** The Client also acknowledges that, in the context of myQintet.lu, data is transported via the Internet. Connecting to the Internet involves the risk of inadvertently downloading viruses and cookies and enabling unauthorised Third Parties to fraudulently access myQintet, the Terminals and the data contained therein. In the event of such a fraudulent access, unauthorised Third Parties could infer the existence of a banking relationship between the Bank and the Client. The Client is aware that the level of security offered by the Bank may be considered as meeting standard security criteria, although the Bank assumes no obligation of result in this regard. It is the Client's responsibility to determine whether or not the use of myQintet is appropriate to the Client's specific situation and needs.
- 13.3** The Users may have access to Client Data from outside of Luxembourg. As foreign laws and regulations may apply to such access, it cannot be excluded that, in these situations, Third Parties (including foreign authorities), which are not bound by an obligation of secrecy, access the Terminals and the Client Data readable on such Terminals. The Client and the Proxy (if any) are responsible for knowing the applicable laws and regulations and/or the risks thereof in terms of confidentiality when myQintet is accessed and used outside of Luxembourg.

### **14. EVIDENCE**

- 14.1** The Client and the Proxy (if any) expressly accept that the use of the Authentication Kits and/or Rapid Authentication to access the Electronic Services will serve as proof of: (a) the User's identity and/or signature, which shall have the same probative value as a hand-written signature; and (b) the Client's authorisation regarding such signature. The Client and the Proxy (if any) thus acknowledge that any instructions made via electronic messages on myQintet will be deemed to be: (a) signed by the User; (b) if given by a Proxy, authorised by the Client; and (c) if accepted by the Bank, form a valid and enforceable private agreement (actes sous seing privé), regardless of its amount, with the probative value of such private agreement in accordance with Articles 1322 to 1322-2 and 1326 of the Civil Code.
- 14.2** Following the User's access to myQintet using the Authentication Kits and/or Rapid Authentication, any online acceptance by the User of an End User License Agreement governing the use of myQintet (hereinafter, the **EULA**) or update of such EULA or of these General Conditions as well as any acceptance of terms and conditions for new online services that may be presented on myQintet (for instance, via a "pop-up" window on the Application), shall constitute sufficient proof of: (a) the User's consent to be bound by the provisions contained in these documents and to enter into a private agreement with the Bank; and (b) if the User is a Proxy, the Client's authorisation for the User to enter into such agreement and the Client's undertaking to ensure that the provisions of these documents are complied with by the Proxy.
- 14.3** The Client and the Proxy (if any) expressly accept that any computer recording made by the Bank shall constitute valid evidence of all actions carried out on myQintet. The recordings made by the Bank, like their reproductions, shall serve as proof in the event of disputes on the actions carried out and may be used in court for probative purposes. The Bank shall not be required to keep the computer recordings or copied recordings for longer than the legally required periods.
- 14.4** As an exception to the legal provisions applicable to the allowed/required means of evidence, the Parties and the Proxies (if any) expressly agree that faxes, recordings of telephone conversations and e-mails relating to the performance of these General Conditions as well electronic messages sent via myQintet have the same probative value as a written and signed original document in the context of the performance of these General Conditions.

### **15. SUSPENSION OF SERVICES**

Access to and use of myQintet are usually available at all times. The Bank however reserves the right to suspend, interrupt or discontinue the access to or use of myQintet or any of its services for a User or for all Users at any time and without prior notice where such actions are deemed appropriate by the Bank. Access to and use of myQintet shall be resumed where the suspension, interruption or discontinuance of myQintet is no longer deemed justified by the Bank. The Client may also request that the Bank block the access of a Proxy or all Proxies to myQintet or any of its services. Requests to block access to myQintet must be made to the Technical Support Services.

### **16. INTELLECTUAL PROPERTY**

All myQintet IPR are held exclusively by the Bank, by the Authorised Subcontractors or by Third Parties. This Agreement does not purport to assign, in whole or in part, any such myQintet IPR. All Third Party Information and stock market data supplied to the Authorised User are subject to copyright and are provided for the Users' use only.

## 17. BANKING SECRECY AND DATA PROTECTION

### 17.1 Banking secrecy

In order to allow the Proxy to exercise the Access Rights as may be afforded to him/her/it pursuant to this Agreement, the Client, in the latter's interest, expressly instructs the Bank, during the duration of the relevant Proxy's Access Rights, to transmit and/or give access to the Proxy, depending on the latter's Access Rights: (a) to information relating to the verification of the Client's identity (including his risk profile); (b) to all the information relating to transactions carried out on the Client's Account; (c) to information relating to the Client's personal, asset and financial situation (including the Client's name, addresses (physical and email), nationality, account number, tax residence); (c) to information relating to the Client's commitments and guarantees vis-à-vis the Bank; (d) to information relating to the source of assets registered in the Accounts; (e) to information relating to corporate representatives of the Client (if the latter is a legal entity).

The transferred data will be accessible to a limited number of persons, and their access will be strictly limited to the needs and purpose of the transfer. The Proxy is not allowed to transfer such data to Third Parties unless as provided under the Agreement, as otherwise agreed to between the Proxy and the Client (including in the Authorisation) or unless a legal provision or a regulatory or judiciary decision from a competent body requires the Proxy to do so.

**The Client acknowledges that the information received by Proxy will be subject to the laws and regulations applicable in the jurisdictions in which the Proxy is established or located and will, unless such jurisdiction is Luxembourg, no longer be protected by Luxembourg professional secrecy.**

The Client's refusal to communicate these data to the Proxies, which is left to the Client's discretion, may be an obstacle to the provision of myQuintet to the Proxies.

### 17.2 Data protection

Where the Client and the Proxy (if any) are individuals, signature of the Access Creation Form by the Client and, as the case may be, the Proxy establishes the fact that the Client and the Proxy are aware of the processing of their Personal Data for the purposes of enabling the access to and use of myQuintet, managing payment instructions, managing products and related services, preventing fraud on these services as well as improving myQuintet or promoting the Bank's services. Personal Data processed for these purposes may include the Client's and the Proxy's names, address (physical and email), job title, ID card/passport number, date and place of birth, language, IP address and other data on their use of myQuintet.

**In order to allow the Proxy to exercise the Access Rights as may be afforded to him/her/it pursuant to this Agreement, the Personal Data relating to the Client and communicated by him/her in accordance with the purposes described in this Clause can, when the various operations are carried out, be transferred to countries inside or outside the European Union. The Client hereby declares that the transfer of his/her Personal Data to any country, including to countries that may not provide the same level of protection for Personal Data as Luxembourg, in which the Proxy will access and use myQuintet is necessary for the performance of a contract concluded with the Bank and/or in the interests of the Client.**

Opposition by the Client and/or the Proxy to the processing of their Personal Data by the Bank may mean that the Client and/or Proxy is no longer entitled to use myQuintet. The Client and the Proxy may exercise their rights to access or correct their personal data as well as their other rights described in Article 7 of the General terms and Conditions under the conditions laid down in this Article.

## 18. TERMINATION

- 18.1** The Bank reserves the right to terminate the Access Rights of one or more Users without further notice and with immediate effect at any time in the Bank's sole discretion.
- 18.2** The Parties shall have the right to terminate the Agreement for convenience at any time, subject: (a) for the Client, to a prior notice sent by registered letter with acknowledgment of receipt to Quintet Private Bank (Europe) S.A, Division Legal, 43, boulevard Royal, L-2955 Luxembourg; and (b) for the Bank, to a prior notice sent by registered letter with acknowledgment of receipt to the Client's address. Termination by the Client only takes effect on the tenth (10) Business Day after the Bank has been notified. Termination by the Bank takes effect one month after the Client has been notified.
- 18.3** The Bank reserves the right to terminate the Agreement automatically (de plein droit) with immediate effect, without recourse to the courts and without further notice, at any time in case: (a) of breach by the Client and/or the Proxy (if any) of their obligations under the General Conditions; (b) of breach by the User of the Bank's instructions relating to the access to or use of myQuintet, Applicable Law or breach of the laws and regulations applicable where the User accesses and uses myQuintet; (c) of suspicion of fraud, abuse or misuse of myQuintet by a User or a Third Party; (e) the Bank reasonably deems that the provision of myQuintet is no longer appropriate for the Client and/or the Proxy (if any) (notably due to regulatory requirements).
- 18.4** Upon termination of the Agreement, the Users shall return to the Bank any Cards sent to them. Upon termination of the Agreement, any correspondence sent to a User via myQuintet shall be processed, in the absence of any other instruction, in accordance with the existing contractual terms between the Client and the Bank.

## 19. MODIFICATIONS

- 19.1** The Bank reserves the right to change myQuintet, namely by removing or changing the services on right to or by adding services to right to as well as the right to change the Authentication Kits and the prescribed use thereof at any time in the Bank's sole discretion. The Bank will notify the Client and/or the Proxy (if any) of such changes by any means, before or after they become effective, if deemed necessary by the Bank in light notably of the nature and importance of the changes.
- 19.2** The Bank may modify any of the terms and conditions contained in these General Conditions at any time and in the Bank's sole discretion. The Client and the Proxy (if any) will be informed of such change by any means deemed appropriate by the Bank. If any modification is unacceptable to the Client and the Proxy (if any), the latter's recourse is, within one month of the modification being communicated: (a) for the Client, to terminate this Agreement without charge by giving written notice of termination to the Bank; (b) for a Proxy, to terminate his/her/its Access Rights without charge by completing, signing and sending the Access Termination Form to the Bank or by giving any other written notice of termination to the Bank. Any such termination will take place on the date at which the change becomes effective. Changes to the General Conditions shall be deemed accepted by the Client and the Proxy (if any) if the latter have not exercised their recourse within one month of the change being communicated. The continued use of myQuintet by a User after such period will also constitute binding acceptance of the modification by such User.

## 20. APPLICABLE LAW AND PLACE OF JURISDICTION

The Agreement shall be construed, interpreted and enforced in accordance with the laws of the Grand Duchy of Luxembourg. Any and all disputes, claims or litigation arising from or related in any way to the Agreement shall be brought exclusively before the Courts of the district of Luxembourg-City. However, the Bank reserves the right to institute proceedings at the place of domicile of the Client or the Proxy or before any other competent court.

## 21. END USER LICENCE AGREEMENT

The EULA, in addition to these General Conditions, governs the access and use of the Application by the Users. In case of ambiguity or discrepancies, the General Conditions shall prevail over the EULA. The EULA must be confirmed online by the Users when accessing the Application. The Client and the Proxy (if any) acknowledge that access and use of the Application is conditional upon the User accepting to be bound without reservation to the contractual terms of the EULA. Any subsequent change to the EULA shall be confirmed online or, upon the Bank's request, offline by the Client and/or by the Proxy (if any). The terms of the EULA are the following:

The product(s) transacted through the mobile application (hereinafter "Application") are licensed to you (hereinafter "You") for use only under the terms of this end user license agreement (hereinafter "EULA"). The licensor, Quintet Private Bank (Europe) S.A, a Luxembourg bank incorporated under the laws of the Grand-Duchy of Luxembourg (hereinafter "Application Provider"), reserves all rights not expressly granted to You. The product(s) that are subject to this license is referred to in this license as the "Licensed Application."

- a. **Scope of License:** This license granted to You for the Licensed Application by Application Provider is limited to a non-transferable and non-sub- licensable license to use the Licensed Application on any iPhone, or iPad that You own or control. This license does not allow You to use the Licensed Application on any iPhone, or iPad that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original Licensed Application.
- b. **Consent to Use of Data:** You agree that Application Provider may collect and use Your personal data, technical data and related information, including but not limited to identification data and technical information about Your device, system, application software, peripherals and use of the Licensed Application that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. Application Provider may use this information to prevent fraud, manage payment instructions, improve its products or to provide services or technologies to You. You are also aware that by using an Apple electronic device, Apple may collect information such as occupation, language, zip code, area code, unique device identifier, location, and the time zone where an Apple product is used so that Apple can better understand customer behavior and improve Apple's products, services, and advertising. For additional information, please refer to Apple's Privacy Policy at <http://www.apple.com/privacy/>. In addition, Application Provider shall be authorized to use Your personal data for other purposes as set forth in the general conditions of the myQuintet Agreement ("General Conditions") concluded with the Application Provider or any corporate entity of its group, i.e. in order for You to benefit from access rights as defined in the General Conditions.
- c. **Termination:** The license is effective until terminated by You or Application Provider. It will terminate automatically upon termination of the Your access rights or of the myQuintet Agreement. Your rights under this license will terminate automatically without notice from the Application Provider if You fail to comply with any term(s) of this EULA or of the General Conditions concluded with the Application Provider or any corporate entity of its group. In case of conflict between the General Conditions and the EULA, the General Conditions shall prevail. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.
- d. **Services; Third Party Materials:** The Licensed Application may enable access to Application Provider's and third party services and web sites (collectively and individually, "Services"). Use of the Services shall require Internet access and acceptance by You of the General Conditions with the Application Provider or any corporate entity of its group. Your continued use of the Licensed Application means that You agree with the terms of this EULA and with the General Conditions.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that the Application Provider shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content (such as financial content), data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that the Application Provider is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The Application Provider does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Any location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Application Provider, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Application Provider is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, the Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or iPad are not available in all languages or in all countries. The Application Provider makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and own risk. You are responsible for compliance with any applicable laws, including but not limited to applicable local laws. The Application Provider, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the Application Provider be liable for the removal of or disabling of access to any such Services. The Application Provider may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

As the data may cross national borders due to the nature of the Internet, You expressly acknowledge and agree that Luxembourg banking secrecy rules no longer apply to Your data or to any data, content, information, including computer data, and material related to the Services. As You are able to access data through the Services and the Licensed Application from any location, which may lead to an application of local laws and regulations, respectively intervention of local authorities on computer systems, You shall check local laws and regulations. The Application Provider assumes no responsibility in this respect.

You expressly acknowledge and agree that the offer of Services may be restricted by the Application Provider in any jurisdiction in which the offer would or could be illegal and that the Application Provider may rely on any locally licensed or approved corporate entity of its group in order for you to benefit from access rights as defined in the General Conditions.

- e. **NO WARRANTY:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- f. **LIMITATION OF LIABILITY:** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLICATION PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, UNLESS FRAUDULENT INTENT OR GROSS NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.
- g. **Applicable law; jurisdiction:** This license and Your use of the Licensed Application are governed by the laws applicable to the General Conditions, excluding its conflicts of law rules.

You hereby consent to the exclusive jurisdiction and venue of the competent courts according to the General Conditions to resolve any disputes arising under this EULA.

## 22. MISCELLANEOUS

- 22.1 Waivers.** No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 22.2 Assignment.** Neither Party may transfer or otherwise dispose of this Agreement or any interest hereunder except with the prior written consent of the other Party. Notwithstanding the forgoing, the Parties agree that the Bank is duly entitled to transfer, in whole or in part, its rights and/or obligations under this Agreement to any of its affiliated company or to any successor of the Bank's operations or business or to any successor of any affiliated company's operations or business. Further, in the event that the Bank wishes to transfer this Agreement to any other Third Party, the Client and the Proxy (if any) agree that it shall not unreasonably withhold or delay their consent to such transfer.
- 22.3 Entire Agreement.** The Agreement including all Annexes attached constitutes the entire agreement and takes precedence over all prior statements, whether oral or written, representations, discussions, negotiations, arrangements and agreements on the Agreement's subject between the Parties. The Client's or the Proxy's general terms and conditions of service or any other similar document usually drafted or used by the Client or the Proxy are not applicable to the Agreement nor to the provision or use of myQuintet.
- 22.4 Severability.** If any provision of the Agreement is declared or found to be void, illegal or unenforceable in any respect under any applicable law, then (a) such provision will be amended to the extent necessary to make it legal and enforceable while preserving its original intent as closely as possible and (b) the validity, legality or enforceability of any other provision will not be impaired as long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to either or both Parties.
- 22.5 Annexes.** Annexes are only valid in connection with the Agreement and will remain in force as long as the Agreement remains in force.
- 22.6 Surviving obligations.** The Parties agree that all obligations under Clauses 10.4, Clause 10.5(c), Clause 11, Clause 12, Clause 17, Clause 18.4, Clause 20 and Clause 22.4 of the General Conditions shall continue in effect after termination or expiration of the Agreement for whichever cause. The same applies to all other Clauses which should by nature continue to produce effect after termination or expiry of the Agreement.
- 22.7 Force Majeure.** The Parties shall not be liable for failure or delay in the performance of any provision of the Agreement if this failure or delay is attributable to a Force Majeure Event. Any such delay or failure shall suspend the Agreement until the Force Majeure Event ceases. The duration of the Agreement shall not be extended by the length of the suspension.