

Conditions for Deposit and Current Accounts

PARIS

(Applicable from 1st October 2023)

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1. Preliminary article: definitions

“Account” means current (business or personal), call, notice or fixed term account.

“Account Agreement” means an agreement entered into between the Parties pursuant to which the Bank maintains account(s) for business purposes for the Customer. The Terms and Conditions, the Account Opening Request Form, the Tariff Conditions, the document entitled “Timescales for making and receiving payment” and any other related documentation to the account management form an integral part of the Account Agreement.

“Account Opening Request Form” means a form issued by the Bank to be completed by the Customer according to instructions by the Bank for the purpose of opening of an account.

“Account statement” is a summary of the activities of a bank account and the banking operations carried out through it over a given period (usually a month). It allows you to consult the balance of the account at the beginning and end of the period, the different operations, the possible fees and commissions, etc.

“ATM” means automated teller machine.

“Bank” means the National Bank of Kuwait France SA.

“Business account” means any account we open for a business, whether in a customer’s own name, a trading name, or in the name of a company, partnership or other organisation or entity.

“Call account” means an instant access account.

“Card” means our debit card issued to you under the VISA payment scheme or any other such scheme.

“Card number” means the number embossed across the middle of the card.

“Card transactions” means any use of the card or card number to make or authorise payments to retailers or the use of the card and PIN in cash machines or otherwise to obtain cash or to make contactless transactions.

“Clearing agent” means a third party bank that facilitates the clearing and settlement of payments and trades.

“Conditions” means the present general terms and conditions. “Condition” means each of the terms and conditions herein.

“Customer” means the person/persons whose details are more particularly set out in the Account Opening Request Form and shall include individuals, legal entities represented by their authorized representatives and trust represented by the trustees/authorized representatives.

“Customer instruction” means any request or instruction from you to us.

“Data” means any information provided by you or obtained by us in connection with the account or any other account you hold in our books.

“Deposit account” means any account other than a current designed to hold a customer’s credit balance in our books, whether or not for a fixed term and whether or not at a fixed interest rate.

“EUR” means euro, the official currency of nineteen (19) out of twenty-seven (27) member states of the European Union.

“Financial crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any applicable law and regulation relating to these matters.

“Financial crime risk management activity” means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- a. screening, intercepting and investigating any communication, application you make or any payment, whether sent to or by you or on your behalf;
- b. investigating the source of or intended recipient of money;
- c. combining information relating to you with other information in our possession or the possession of our clearing agent; and/or
- d. making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions measure or confirming their identity or status.

“Foreign currency” means any currency other than the currency in which the account is held.

“IBAN” means International Bank Account Number, which is a standardised format of an account number pursuant to the international standard ISO 13616.

“Minor” means an individual who is under 18 years of age.

“Month” means calendar month unless the context requires otherwise.

“NBK Group” means the group of entities, including the Bank of Kuwait France SA and any legal entity directly or indirectly controlling, controlled by or under common control with it, whether by virtue of shareholding, agreement or factual control (including each of such entity’s branches).

“Online banking” means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through NBKONLINE and made available by us to you.

“Parties” mean the Bank and the Customer together.

“Passcode”, “password”, “user ID” or “username” means any confidential password, code or number, whether automatically produced for you randomly by us and posted directly to you; or adopted by you and accepted by us, which may be used to access Online Banking, telephone banking or to execute a customer instruction.

“Payee” means the person receiving a payment.

“Payer” means the person making a payment.

“Payment means” means a solution, a technical means or support, which allows to use money in order to carry out an expense or a transaction (example: payment card, check, cash).

“PIN” means any personal identification number issued to or created by you.

“Priority debts” means mortgage arrears, rent arrears, gas, electricity, council tax, child or ex-partner maintenance, and arrears on income tax and VAT.

“Secure payment sites” means websites on the internet, whose payment pages have a URL commencing with “https”.

“Security details” means any details supplied by us to you or adopted by you and accepted by us and which may be used to authorise a transaction on your account. Security details could include a confidential password, number or code.

"Security devices" means any device we have supplied to you which will generate a one-time password or number that you can use to verify an instruction to us to make a payment, set up a standing order or to perform some other tasks. **"Special Terms"** means [•].

"Strong Customer Authentication" means an enhanced procedure aimed to verify the identity of a customer during an online banking transaction. In order to meet the requirements of the Payment Services Directive, the procedure must meet several cumulative conditions set by the legislator in the French Monetary and Financial Code.

"Tariff Conditions" means our tariff of charges as varied from time to time and set out on the Website, and whose latest update date is 1st October 2023.

"We/our/us" means National Bank of Kuwait France SA.

"Website" means <https://nbk.com/paris> or any other website we set up.

"Working day" means any day of the week on which banks are open for business in the city of Paris, France, which comprise Monday to Friday every week, except for Saturday, Sunday or any French public holiday.

"You/your/yours" means the Customer or customers.

2. General provisions

ATTENTION

For new and existing accounts these Conditions apply from 1st October 2023

These Conditions are important and you should read them carefully. They apply to customers holding deposit and/or current accounts in our books.

This Account Agreement is concluded in respect of the applicable law and regulations in force. These Conditions are provided notably pursuant to the French Monetary and Financial Code. It is constituted of the present Conditions, Special Terms and the Tariff Conditions. It constitutes the contractual terms and conditions of the account and the reciprocal commitments of the Parties.

2.1 About us

National Bank of Kuwait France SA, société anonyme with a share capital of €218,652,000 - 90 avenue des Champs-Élysées 75008 Paris - Registered with the Paris Trade and Companies Registry under number 840 233 266, duly authorised as a credit institution by the European Central Bank and regulated by the Autorité de Contrôle Prudentiel et de Résolution. It is a wholly owned subsidiary of National Bank of Kuwait SAKP ("NBK" or "Parent").

2.2 About these Conditions

- The Account Agreement consists of:
- these Conditions;
- our Tariff Conditions; and
- the document "Timescales for making and receiving payments".

All of the above documents can be varied as set out in Condition 11.2.

Certain other services that are connected to your current or deposit accounts held in our books may have their own special conditions, detailed separately, in which case those conditions will complement these Conditions, not replace them.

These Conditions, as will notifications and communications to you relating to accounts governed by these Conditions, will be in English and in French in respect of the obligations of the law n°94-665 on the use of the French language dated 4 August 1994 (See also in Condition 15.3.5).

You will be supplied with a copy of the documents listed in 2.2 above before you open a current or deposit account in our books. At any time, you have the right to request a copy of the current version of these documents free of charge. We will also keep the latest versions on the Website.

In the unlikely event of any set of terms and conditions conflicting with another, these Conditions will prevail.

You hereby agree that we may at our sole discretion, amend these Conditions either wholly or partially at any time.

2.3 When these Conditions apply

These Conditions (as varied from time to time) apply while you have any deposit or current account in our books. They also govern the obligations and liabilities we owe you and you owe us after an account has been closed.

2.4 Working days

We are open for business and transactions may be carried out on Working Days.

When you visit our office, and for your protection, we may need to ask you for identification, so please bring your passport and/or ID card with you.

2.5 Competent Authority

The contact details of the competent supervisory authority are as follows:

Autorité de Contrôle Prudentiel et de Résolution (ACPR)

4 place de Budapest, CS 92459

75436 Paris Cedex 09

The list of credit institutions and, more generally, of authorized payment service providers can be consulted on the Banque de France website (<http://www.banque-france.fr>).

3. Opening of a bank account

3.1 Opening conditions

3.1.1 Prior to entering into any business relationship between the Parties, in accordance with our KYC policies, you must notably present to the Bank an official identity document photograph, a valid residence document and a valid document of economic activity. You shall provide us with any justification financial situation (such as sources of income, expenses and indebtedness). You shall provide a specimen of your signature. Other additional documents could also be required, in accordance with applicable anti money laundering and terrorist financing laws and regulations.

You are responsible that all documents and information provided to us are true, up to date, correct and complete.

The business relationship can only be entered into once the verifications required by us have been completed and have not revealed any anomalies. Your account must not be used for illegal purposes.

3.1.2 Except where your account is opened pursuant to Condition 3.1.4 below, :

- For existing customers with a real estate loan with NBK Group: a minimum balance of fifty thousand (50,000) euros (or the equivalent in other currency on each of your current accounts) shall be maintained at all times during the business relationship. If such minimum balance is not respected at any moment during the business relationship, no fee is to be charged, as long as there is a loan with NBK Group.
- For existing customers without any loan with NBK Group: a minimum balance of three hundred thousand (300,000) euros (or the equivalent in other currency on each of your current accounts) shall be maintained at all times during the business relationship. If such minimum balance is not respected at any moment during the business relationship, a monthly fee of two hundred fifty (250) euros will be charged.

- For onboarding clients without any ongoing business relationship with the NBK Group: a minimum balance of one million (1,000,000) euros (or the equivalent in other currency on each of your current accounts) shall be maintained at all times during the business relationship. If such minimum balance is not respected at any moment during the business relationship, a monthly fee of two hundred fifty (250) euros will be charged.

- 3.1.3 Throughout the business relationship, you must inform us of any change in your personal and professional situation that may affect the operation of the account (such as change of address, telephone number, marriage, divorce, loss of employment, change of activity, change of capacity....) and undertake in this respect to provide us, at our first request, with any necessary supporting documents. We assume no responsibility and are not liable for any consequences of non-delivery of the requested documents and information by you.
- 3.1.4 We reserve the right to refuse to accept an application to open an account with us. However, if you are a French citizen or a resident in France and have no bank account, you have a right pursuant to Article L. 312-1 of the French Monetary and Financial Code to open a bank account with the credit institution of your choice. If you choose us, such an account should be opened once you have provided us with a statement confirming that you have no bank account at any credit institution. If we refuse to open an account for you, you may request the Banque de France to designate a credit institution to open the bank account. The thus designated credit institution must provide without charge to you all basic banking products and services provided under Article D. 312-5 of the French Monetary and Financial Code. The right to have an account does not include the right to have a cheque book, except bank cheques.

3.2 Transaction information

- 3.2.1 We will send free of charge by post or by any other method we have agreed with your account statements showing your account balance and transactions as follows:
- Current accounts and overdrafts: monthly;
 - Call accounts: quarterly;
 - Notice accounts: at least annually;
 - Fixed deposits: no statements but confirmations of balances on request. If you use NBKONLINE, you may also access such information by this means.
- 3.2.2 3.2.2 Please check the completeness and accuracy of statements and inform us promptly of any discrepancies.
- 3.2.3 3.2.3 We will supply additional copies of paper statements only on request. A charge will be made for supplying these as set out in our Tariff Conditions.
- 3.2.4 3.2.4 In the case of joint accounts, we will send one (1) statement unless you tell us in writing that each party requires a separate statement.

3.3 Legal capacity – accounts opened by Minors and adults protected

- 3.3.1 These Conditions apply without reservation to accounts opened by adults or emancipated Minors. In the case of an account opened for a non-emancipated minor, the account operates under the signature of the legal representative(s) (or one of the legal representatives), unless the latter authorize(s) such non-emancipated Minor, in the case of a Minor of at least sixteen (16) years old, to operate the account alone. In this case, the account operates under the legal responsibility of the legal representative(s), who shall guarantee us against all consequences that may result from the operation of the account and the use of the means of payment under the sole signature of the Minor. To this purpose, the legal representative(s) authorize(s) the Bank to debit his/her/their own account with the amount of the sums required to repay the repayment of the debit balance of the Minor's account.
- 3.3.2 The opening of the account to an adult subject to a protective measure will be carried out after justification of the identity of the holder and his/her representative and a presentation to the Bank of the court decision determining the rules of operation of the account. If the protective measure applies when the account is already open, the customer's legal representative shall inform the Bank and provide it with the decision ordering the measure. Depending on the terms and conditions of the protection system, the protected person or his/her legal representative may be required to return to the Bank the means of payment in the and/or a new account may be opened which, where applicable, shall operate in accordance with the rules laid down in the court decision ordering the protection measure.

3.4 Principle of the unit of account

- 3.4.1 Other accounts opened or to be opened with us form in fact and in law only a single and indivisible current account.
- 3.4.2 It is hereby agreed that, in the case you hold several accounts in our books, these accounts would only form a single, indivisible and current account in which transactions would become, by their registration, mere debit or credit items and, therefore, present a single balance, either creditor or debtor.
- 3.4.3 This principle of the unit of account cannot be affected by the fact that certain accounts would be subject to different interest conditions, would not be compensated with the main account for interest calculation, would be denominated in various currencies, even if, as the case may be, their conversion into euros is subject to administrative authorizations.
- 3.4.4 It is hereby agreed that special account, such as time deposits, guarantee accounts and saving accounts, would be subject to the same rules.

3.5 Obligations the Parties owe each other

- 3.5.1 Obligations to you: general scope

We will provide you with any of the banking or payment services described in these Conditions. We will make reasonable efforts to ensure that:

- services are available at the times stated in these Conditions;
- transactions and other business are processed as stated in these Conditions.

Where it is not possible to meet these standards owing to circumstances beyond our control, we will, if necessary, notify you as quickly as possible and attempt to minimise any cost or inconvenience to you. We will not be liable to you in such circumstances. Please see Condition 14 which sets out the situations where we do and do not take responsibility for.

These Conditions also apply when we have used agents to provide certain services to you.

3.5.2 Your obligations to us

You will comply with these Conditions where they require you to do or not do something.

Within fourteen (14) days of any change in the information you have given us about yourself or your situation, you will inform us in writing of the change, pursuant to Condition 3.1.3 above including:

- any change of address;
- any information you have given us for tax disclosure purposes, such as your tax residency or status as a US person.

You must let us know straight away if you become aware of, or suspect, any fraudulent activity concerning your accounts. You hereby agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud. You also hereby agree to give us all the information you possess about the transaction(s) and to take all reasonable steps we deem necessary to assist with the recovery of any funds stolen by a fraudster.

4. Bank account functioning

The use of certain payment services (cheques and cards) is subject to the Bank's prior agreement and to the Customer not being registered in the file of prohibited persons issued by the Banque de France, or in the bank card file managed by the Banque de France.

4.1 Access to your money

4.1.1 Availability of funds

If you instruct us, we can make payments in any case where:

- your account is in funds; or
- you have an approved overdraft facility; or
- you have another account with available funds.

We also have discretion to make a payment if we know that funds to be credited to your account have been received late in the day or are in the course of transmission or clearing. We will keep a written record in any circumstance where your approval is necessary before we proceed with payment.

4.1.2 Right to withhold payment or reject a credit in certain circumstances

You must cooperate with us if we have received instructions in relation to your account which were not given, or which we suspect were not given, by you.

- We may refuse to carry out an instruction if:
- we doubt the authenticity of the instruction or do not consider it to be sufficiently clear; or
- we believe that acting on the instruction might put us in breach of any law, regulation, code or contractual obligation binding on us; or
- we have reasonable grounds for believing that your account or card has been or is likely to be misused, whether fraudulently or otherwise; or
- in our reasonable discretion any other valid reason applies.

4.1.3 Stale and post-dated cheques

We may decline to accept cheques presented more than one year after the date they bear. You will be contacted if we undertake such action. We are not bound by you post-dating a cheque and may pay it whenever it is presented.

4.1.4 Timescales for payments

We have set out in a separate document "Timescales for making and receiving payments – Paris Branch", which is on our Website, information about when payments sent to you will reach your account and when payments sent by you will reach the account of the recipient. This information includes the cut off times for making payments. It also covers the cheque clearing cycle which affects when a cheque you have paid in will be available for drawing.

The information covers national and international payments, whether in euro or other currencies.

The timescales we set out are designed to meet the Payment Services Regulations 2017, as amended from time to time.

We may change the information on our Website from time to time without notice to you to reflect either (i) changes in payment systems or cut off times agreed between banks; or (ii) new legislation.

4.2 Fixed term deposits

When you place a fixed term deposit with us, you will be advised of the interest rate at that time. Funds on a fixed deposit are not available for withdrawal until the maturity date of the deposit, when the interest is also paid. If instructions are not received two (2) working days prior to the maturity of the deposit, the principal and interest will be automatically re-deposited, at the prevailing rate of interest for a similar period.

4.3 Overdrafts

4.3.1 Overdrafts are only available by prior arrangements with us.

4.3.2 In the absence of sufficient and available funds, you are exposed to the rejection of the debit transactions. In general, the balance of the account must always remain in credit. Before carrying out any transaction on your account, you must ensure that the account has sufficient and available funds, that these funds will remain available until the transaction is actually carried out and that, consequently, the execution of this transaction will not result in the maximum amount of such account's overdraft authorization being exceeded or, if you do not have such an authorization, will not result in the balance of your account being debited.

4.3.3 The amount of any borrowing is repayable on demand. If you overdraw your account without prior arrangement, you must immediately credit your account with enough funds to put it into credit, taking account of any interest and charges you will have incurred. Similarly, if you exceed the limit of an overdraft facility, you must immediately credit your account enough funds to bring your account within your overdraft limit.

- 4.3.4 If your account is overdrawn without you having an overdraft agreement with us or if you exceed your agreed overdraft limit, we will charge our unarranged overdraft interest rate on the whole amount by which you are overdrawn (or on the amount which exceeds your agreed overdraft limit) until either it has been repaid or we have agreed the overdraft. The unarranged overdraft interest rate can be found in our Tariff Conditions available on our website <https://nbk.com/paris>.
- 4.3.5 For personal (non-business) current accounts, we set a limit on the interest and charges we apply to unarranged overdrafts. This is known as the "Maximum Monthly Charge" and is set out in our Tariff Conditions under the heading "Monthly Cap".

4.4 Authorising a third party to operate your account

- 4.4.1 You may authorise a third party to operate your account by signing a third party mandate (to operate the account and to obtain all information about the account under the same conditions as if you would do so yourself) and/or a power of attorney.
- 4.4.2 For taxation and succession purposes, such a third party will not be considered a beneficiary of the account.
- 4.4.3 The designation of the representative is your entire responsibility. We will not be responsible for the action (or failure to take action) of anyone authorised to operate your account if we have not been informed in writing, or otherwise had no reason to suspect, that they were acting contrary to your wishes, or if we have not been informed that you have withdrawn that third party's authority to act on your behalf.

5. Specific provisions

5.1 Joint accounts (including accounts involving Minors)

If there is more than one party to the account (including a business account), the following provisions apply.

- 5.1.1 Each party must complete and sign a separate application to open the account. All parties must also sign a joint account mandate.
- 5.1.2 Each of you is responsible for complying with these Conditions. If any of you does not comply, we can take action against any or all of you jointly or separately. For example, we can take action to recover any overdrawn amount from any of you, even if you as an individual did not make the withdrawal that created the overdraft.
- 5.1.3 Unless joint signatures are required, any one of you can do the following without the permission or knowledge of the others:
- withdraw money;
 - initiate or end a service;
 - request statements, debit cards and/or other services.
- 5.1.4 We will not normally enquire about the purpose of any instruction or confirm instructions with the other account holders.
- 5.1.5 We may give any information about your joint account to any one of you, although you can ask us to send you separate current account statements if you live at different addresses. A notice we send to one of you will count as notice to all of you, unless you have asked us to notify each one of you separately.
- 5.1.6 If you wish to take someone off the account or add another person to the account, or authorise someone else to operate the account, you must all provide us with a signed request to do so. If, however, you wish to close the account, we will accept instructions in accordance with the mandate. This means that if the account mandate authorises us to act on the instructions of just one account holder, we will close the account provided that we receive instructions from just one account holder. Closure of any account will still be subject to any applicable notice period or fixed term arrangements.
- 5.1.7 When your account is closed, we will pay or transfer money due to you in accordance with your instructions at that time.
- 5.1.8 If we become aware of a dispute between you and other party(ies) to the account, we may stop any of you using or disposing of the balance on the account individually until the dispute is settled.
- 5.1.9 If one of you dies, and subject to any claim which we or a third party may have on the estate of the deceased, we will continue to act on the instructions of the surviving account holders, including allowing them to make withdrawals. Except where the law requires otherwise, the right of survivorship applies to joint accounts held in our books. This means the ownership of the account balance at the time one of you dies will pass to the surviving account holder(s). If the only survivors are Minors, only the legal representative will be able to give us valid instructions for operating the account.
- 5.1.10 Minor cannot be sole account holder. All accounts which include Minors must be joint accounts with one or more adults subject to provisions of Conditions, pursuant to Condition 3.3 above. Minors will not be allowed to authorise transactions. When a Minor reaches the age of 18, he or she should inform us and we will obtain new mandates for operating the account.

6. Payment means and procedures

6.1 Making payments

- 6.1.1 You will be responsible for the accuracy of your instructions. We will not take steps to ensure you have given us the correct details for the payee's bank account.
- 6.1.2 You must use the transaction procedures and/or paperwork specified; otherwise, we will have no liability for any loss or other adverse consequence which you incur, except where we ourselves are to blame.
- 6.1.3 You will need to supply us with the payee's IBAN if you wish to make a payment to someone outside France where the country mandates the use of IBAN.
- When we have your authorised instructions in the prescribed form, we will carry out that transaction or service as agreed, unless prevented from doing so by legal or operational reasons beyond our control or for any other valid reason.
- 6.1.4 We will inform you as quickly as possible and by any efficient method if we will not execute a payment order and, if it is lawful to do so, provide you with the reasons and (if relevant) what you need to do to correct the order.
- 6.1.5 We will maintain accurate records of all instructions you give to us.

6.2 Responsibility in payment transaction

- 6.2.1 If a transaction or service does not proceed, we will return any money or assets in our possession relating to that transaction or service (plus interest where relevant) unless it is unlawful for us to do so.

- 6.2.2 We may place a maximum limit for each transaction and/or the daily total and we will advise you of these elements.
- 6.2.3 You as payer will bear any charges for a payment to a payee's payment service provider in the European Union. We will not deduct any charges from the amount you have instructed us to pay.
- 6.2.4 We shall be liable to you for any costs and interest incurred by you as a result of the non-execution, improper execution or late execution of the payment transaction for which we are responsible. We will be liable to you for the correct execution of a payment unless we can prove to you that the payee's bank or other payment service provider received the amount of the transaction within the timescales set by law.
- 6.2.5 If any of your payment instructions are not correctly executed, we will, regardless of any liability on our part, make immediate efforts to trace those payments and tell you about the outcome. This will be carried out free of charge.
- 6.2.6 If any of your payment instructions are not correctly executed and the payee's payment service provider is not liable for this, then we will take liability for that and will immediately restore your account to the state it would have been in had the incorrectly executed payment not taken place. Any such refund will be given a value date no later than the date the payment should have left your account. This means that any interest you have incurred as a result of the incorrectly executed payment will be refunded to you.
- 6.2.7 For the avoidance of doubt, Condition 6.2.5 does not entitle you to a refund if the incorrect execution's amount never actually left your account, though you may be entitled to compensation for the consequences of the payment not being executed in accordance with your instructions and you will be entitled to reimbursement of any transaction fee you were charged.
- 6.2.8 In the event of a misexecuted payment transaction, without prejudice to our liability, we will immediately endeavour, at your request, to trace the payment transaction and notify you of the result of our search, at no cost to you.
- 6.2.9 In the event of an unauthorized payment transaction resulting from the loss or theft of the payment instrument, you shall bear the losses related to the use of this instrument, up to a maximum of fifty (50) euros, before the information provided in Condition 6.5.7.2 below. However, the payer is not liable in the event of:
- an unauthorized payment transaction carried out without using personalized security data;
 - loss or theft of a payment instrument that cannot be detected by the payer before payment;
 - loss due to the acts or omissions of an employee, agent or branch of a payment service provider or of an entity to which its activities have been outsourced.
 - You are not liable if the unauthorized payment transaction was effected by misappropriating the payment instrument or the related data without your knowledge. You are also not liable for counterfeiting the payment instrument if, at the time of the unauthorized payment transaction, you were in possession of the payment instrument. For more details, refer to Condition 14.4 below.
- 6.2.10 After informing us, in accordance with the Condition 6.5.7.2 below, for the purpose of blocking the payment instrument, you will not bear any financial consequences resulting from the use of this payment instrument or the misuse of the data linked to it, unless you have acted fraudulently.
- 6.2.11 A payment order executed in accordance with the unique identifier provided by you shall be deemed to be duly executed in respect of the payee designated by the unique identifier. If the unique identifier provided by you is incorrect, we are not liable for the incorrect execution or non-execution of the payment transaction.
- However, we will endeavour to recover the funds involved in the payment transaction and provide you with all information relevant to the recovery of funds. If we are unable to recover the funds involved in the payment transaction, we will make available to you, upon request, any information in our possession that may document your legal action to recover the funds.

6.3 Strong authentication measures

- 6.3.1 The strong authentication measures provided for by the Payment services (PSD 2) – Directive (EU) 2015/2366 are required in principle for access to the online account, the initiation of an electronic payment transaction and, more generally, the execution of any action carried out using a remote means of communication. This means that account access and transactions will be verified using at least two (2) of the following:
- a password or code that only the user knows;
 - a device (cell phone, smart card, etc.) that only the user has;
 - a personal characteristic of the Customer (fingerprint, voice or facial recognition).
- Strong authentication therefore corresponds to a better verification of the Customer's identity, making online banking transactions more secure.
- 6.3.2 To protect against unauthorised activity, you must support solutions allowing us to perform Strong Customer Authentication of the customer for debit transactions made by online. If you fail to allow us to perform Strong Customer Authentication as set out in the Condition above, debit transactions made online may be declined.

6.4 Cancelling payments

- 6.4.1 You may cancel a payment arranged for a specific day or a direct debit, up to the day before it is due, but you may only cancel a payment later if we agree. It may not be possible to stop a direct debit if you cancel later than the previous working day.
- 6.4.2 We require your written confirmation to cancel a payment, and may need to charge you for this.
- 6.4.3 You may ask us to stop payment of a cheque which you have issued if the cheque has been stolen or obtained fraudulently. We charge for stopping cheques, although we may be unable to prevent payment after the cheque has been presented. We cannot stop a banker's draft you have asked us to draw for you.
- 6.4.4 We may stop a payment where there are reasonable grounds relating to security or suspected unauthorised or fraudulent use of an instrument such as a debit card, direct debit instruction or cheque.
- 6.4.5 We may stop a payment where there are reasonable grounds relating to security or suspected unauthorised or fraudulent use of an instrument such as a debit card, direct debit instruction or cheque.

- 6.4.6 Once the payment is made, you cannot stop a card payment, but a retailer or supplier may make a refund. We will credit your account when we receive any such refund. We cannot be responsible for any delay in receiving such refund and no claim by you against a third party can be the subject of a claim against us.

6.5 Debit cards

6.5.1 Use of your card

- 6.5.1.1 You must ensure that you comply with any instructions we may give you about the use and safekeeping of cards. You must sign your card as soon as you receive it.
- 6.5.1.2 Debit cards are only issued for current accounts in EUR. When a card transaction is in a foreign currency, the amount of the transaction will be converted into EUR using an exchange rate determined by VISA plus an adjustment to incorporate our currency conversion fee specified in our Tariff Conditions. The resulting rate is our reference rate. The reference rate applied will be that applicable on the day the exchange takes place, which may be after the day the card transaction took place. Amounts due to us must be settled in the currency in which your account is held.
- Subject to Condition 14.4, you will be liable for all card transactions and charges debited to the account.
- 6.5.1.3 If the card expires, the provision of a new card will be at our sole discretion.
- 6.5.1.4 When quoting your card number over the internet, you should exercise reasonable care to ensure the integrity of the site and that your card number will not be subject to a continuous debiting authority if this is not required
- 6.5.1.5 Subject to Condition 4.1.1, you may use your card to draw cash from any ATM displaying the VISA symbol world-wide. The withdrawal will be subject to a maximum daily amount to protect the Parties against fraud. We reserve the right to prevent your card from being used in certain countries if, at our discretion, we believe this is necessary to reduce fraud or for any other valid reason. You should contact us prior to travelling abroad to check whether there are any restrictions on the use of your card in the country or countries you are intending to visit.

6.5.2 Safeguarding the card and PIN

- 6.5.2.1 We will provide you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from an ATM. You may also be asked by a retailer or other supplier to insert your PIN into a secure PIN pad when you pay in person for goods and services with your card. Once you have entered your PIN, you have given us consent to debit your account.
- 6.5.2.2 You must take all reasonable steps to keep the card and all security details safe at all times. This includes taking care that no one hears or sees your security details when you use them.
- When entering your PIN, you must take all reasonable precautions to prevent fraudulent use. These include:
- shielding the key pad at self-service machines or the secure PIN pad at premises of retailers or other suppliers when entering your PIN and undertaking transactions;
 - changing your PIN as soon as you can after receiving the PIN advice. The PIN should be unique to your account with us;
 - complying with all reasonable instructions we issue regarding keeping your PIN safe.
- 6.5.2.3 You must never write the PIN on the card or on anything else kept with the card. If you write it down elsewhere, you must disguise it so that it is not recognisable. Failure to comply with this Condition will be regarded as you being grossly negligent.
- 6.5.2.4 You may only disclose the card number for the purposes of making a card transaction or when reporting the loss or theft of the card or when we authorise disclosure. We recommend that you register your card with Verified by Visa before using your card to pay for goods or services through the internet or other electronic media. We strongly recommend that you use Secure Payment Sites when purchasing through the internet.
- 6.5.2.5 You must dispose of any card receipts safely, for example by shredding them. You should also shred any PIN advice we send you as soon as you have committed the PIN to memory and/ or recorded it in a secure way (see 6.5.2.2 above).
- 6.5.2.6 You must immediately report to us any lost or stolen card once you become aware of any misuse of your card or card details. The telephone number for reporting lost and stolen cards is set out in Condition 6.5.7.2. Once you contact us, we will provide you with confirmation of the date we received your report of the lost, stolen or misused card. If you do not do this, we will not be liable for any fraudulent transactions on the account which occurred after you ought to have notified us of your suspicions or concerns.
- 6.5.2.7 6.5.2.7 If you opt into the service and supply us with your mobile phone number, we will send automated text message alerts to your mobile phone for all card transactions over fifty (50) euros. If you do not recognise the transaction, you must notify us immediately (see Condition 6.5.7.2 for the telephone number to use). If you do not proceed this way, we will not be liable for any fraudulent transactions on the account which occurred after you ought to have notified us of your suspicions or concerns.

6.5.3 Card transactions and limits

- 6.5.3.1 Once the card has been used for a card transaction, the transaction cannot be stopped.
- 6.5.3.2 If the card is used to withdraw cash from an ATM operated by another bank, there may be a handling charge.
- 6.5.3.3 We may be requested to authorise a purchase or other payment you make with your card before it can be completed. If we do, your account balance will be reduced by the amount authorised. In accordance with Condition 6.5.5.1, we may refuse a request for authorisation.
- 6.5.3.4 You authorise us to debit your account on each Working Day with the amount of all card transactions processed on previous Working Days. Card transactions in euro will normally be debited to your account within three (3) working days of the transaction taking place; card transactions in other currencies may take longer. All card transactions, once debited, will be shown on your bank statement. As soon as you make the card transaction, the funds are reserved on your account which can affect the balance available to you even before the card transaction has been debited to your account.

6.5.3.5 You can ask us to set a daily spending limit on your card. We will then apply that limit until otherwise instructed by you. For security reasons, we may set our own daily spending limit on your card.

6.5.4 Cards on joint accounts

6.5.4.1 We cannot issue a card on a joint account if more than one person needs to authorise card transactions.

6.5.4.2 If we have issued a card or cards on an account for which any of you can authorise card transactions and you now wish to change that account so that more than one person needs to give us instructions, we reserve the right to cancel the card and not allow any card transactions.

6.5.5 Refusal to authorise card transactions and cancellation of the card

6.5.5.1 If necessary, we may, without notice, refuse to authorise card transactions for reasons set out in Condition 11.3 or 6.5.5.2. If we exercise any of our rights under this Condition, we will, unless the law prevents us from doing so, notify you within three (3) Working Days of the refusal.

6.5.5.2 We may stop and cancel your card if we have reasonable grounds relating to:

- the security of your card; or
- suspected unauthorised or fraudulent use of the card.

6.5.5.3 We will, unless the provision of such information would be unlawful or compromise our reasonable security measures, inform you in advance of the stopping and cancellation of your card and give you reasons for us doing so. Where we are unable to inform you in advance, we will contact you immediately afterwards.

6.5.5.4 If a request for authorisation is declined or if a card is not accepted in payment, we are not responsible for any loss or damage resulting from the card transaction not proceeding or from the way in which the decision is communicated to you.

6.5.6 Renewal and termination of the card

You may end your use of the card at any time by giving us notice by telephone or in writing and destroying the card(s) by cutting them in half through the magnetic stripe and chip. We may re-issue or renew cards from time to time unless you have given us notice under Condition 10.1.

6.5.7 6.5.7 Loss or misuse of the card

6.5.7.1 If a card is lost or stolen or you have had to cancel it for security reasons, we will provide you with a replacement card as soon as practicable unless we think the reasons for cancelling the card are continuing.

6.5.7.2 If you become aware of the loss, theft, misappropriation or unauthorised use of your Card or the data linked to it, or if the PIN is disclosed in breach of these Conditions, you shall promptly inform us in order to block the Card. Therefore you must telephone us immediately on +33 156598626 (this number will be answered at any time of the day or night). Where you so require, we will provide confirmation that you notified us of the loss, theft or misuse of the card.

6.5.7.3 If you have a joint account and each account holder has a card, and only one card is reported as stolen or compromised, any other card issued in connection with your account will continue to operate. For this reason, if all the cards issued on your account have been stolen or are otherwise compromised, it will be necessary for you to notify us in respect of each card. Once a card has been reported as stolen or compromised, it will be blocked and you will not be able to use it. Replacement cards will be provided, but that could take a few days.

6.5.7.4 We will accept immediate notification of the loss or theft of your card from VISA or from any VISA member. If we are notified in this way, you do not need to telephone us. If you claim that your account has been debited with card transactions which you allege were fraudulent, we may report such alleged fraud to the Police. You hereby agree to give us all the information you possess about the loss, theft, fraud, misuse of the card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the card. We may in some circumstances provide you with a referral letter to take to the Police to report a crime related incident.

6.5.7.5 You hereby agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud.

6.5.7.6 If you have reported a card as lost or stolen and you later find it, you must not use it.

See Condition 14.4 for who is liable for fraud and misuse of the card.

6.5.8 Ownership of the card

The card remains our property at all times, and must be returned to us immediately if we ask for it.

6.5.9 Regular payments

It is possible to set up regular debits to your card. Such arrangements are made with the payee when you authorise the initial debit. These debits will then be made at regular intervals and without further reference to you until you ask the payee to cancel such payments. You can, however, request us to cancel such payments and we will do so, but be aware that this may put you in breach of an agreement you have with the payee.

6.5.10 Cards with a contactless function

We may issue cards with a contactless function which can be used at retailers who accept contactless card payments (payments which do not require a PIN to be entered to authorise the transaction). Contact less transactions will be subject to a maximum limit which we will tell you of when we send you your contact less card. This limit can change from time to time.

6.6 Cheque forms

6.6.1 The opening of an account does not necessarily imply the issuance of cheque forms. If you wish to obtain a cheques book, you must make a request to us. A sixteen (16) years old Minor may request cheque forms if he/she are authorized to do so by his legal representative(s).

6.6.2 Before the first cheques book is issued, a check is made with the Banque de France to ensure that you or your representative(s) is not prohibited from issuing cheques. This verification is also carried out for each proxy.

- 6.6.3 In the event of refusal, we inform you (or your legal representative(s)) of the reason of the refusal. The decision to issue or not to issue cheques books is re-examined annually according to the evolution of your situation, or at your request. In the event of an agreement, it includes a reminder of the terms and conditions of the review.
- 6.6.4 You must ensure that you keep your cheque book and write your cheques with a non-erasable ink pen to avoid the risk of forgery. You must use exclusively, and without modifying them, the cheque forms issued by us.
- 6.6.5 Within the framework of a renewal, the cheque book can be:
- Given to you either at the Bank's premises,
 - Or sent to your home address: either, free of charge, by registered mail, subject to our acceptance; or by registered mail, with cost of sending as indicated in our Tariff Conditions.

6.7 Returned cheques

- 6.7.1 If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account.
- 6.7.2 If you make a withdrawal (which includes a payment or a transfer) against a cheque which is later returned unpaid, and deducting the amount of the unpaid cheque from your account makes your account go overdrawn, or results in the overdrawn balance exceeding an existing overdraft limit, we will handle this as an informal request for an overdraft (or for an increase in your existing overdraft limit).
- 6.7.3 According to our Tariff Conditions, we will charge you for any cheque you draw, which we are unable to pay owing to lack of cleared funds at the time when presented.
- 6.7.4 You are responsible in the event of loss, robbery or fraudulent use of cheques issued to you until we receive a stop payment order from you.
- 6.7.5 By law you can put a stop on a cheque in the event of loss, robbery or fraudulent use of the cheque, or the bankruptcy or liquidation ordered by a court decision of the payee only if this stop payment order is notified in writing to us and specifies the reason for the stop payment order and the elements that will accurately identify the relevant cheque or cheques, such as the amount, number, name of the beneficiary and date of issue. You may inform us by telephone. However, the stop payment order shall be valid only on receipt of the written confirmation of the stop payment order. If these conditions are not met, we are required by law to pay the cheque in question when it is presented for payment.
- 6.7.6 If you make a stop payment order that is not actually grounded on the reasons set out in Conditions 6.4.3, 6.4.4 and 6.4.5 above, you risk a fine of three hundred fifty-seven thousand (375,000) euros and five (5) years of imprisonment if it can be proven that you intended to harm the payee of the cheque.
- 6.7.7 If the stop payment order is properly issued, we will refuse to pay the relevant cheque. However, we shall block funds corresponding to the amount of the cheque on which payment is stopped until a court rules on the legal ground or you instruct us to pay the cheque.
- 6.7.8 The refusal of a cheque because of inadequate funds shall result in an immediate prohibition against issuing cheques on all bank accounts held by you and will be recorded in the Central Cheque File (Fichier Central des Chèques) and in the National File of Illegal Cheques (Fichier National des Chèques Irréguliers) kept by the Banque de France.
- 6.7.9 This prohibition may be terminated at any time subject to the following conditions: payment of the unpaid cheque either to the payee or by debiting the account when the cheque is presented again, or by providing blocked funds to be used to meet payment of the cheque.
- 6.7.10 If the criteria set out in Condition 6.7.9 for terminating the prohibition cannot be met, the prohibition remains for five (5) years and a certificate of non-payment will be delivered to the payee if the payee so requests.
- 6.7.11 If a cheque is issued in violation of a prohibition or if funds are withdrawn with the intention of prejudicing the rights of another person, the drawer of the cheque risks incurring criminal sanctions under the French Monetary and Financial Code and the French Criminal Code.

6.8 Refunds for direct debits and recurring card payments

- 6.8.1 If you authorise direct debit payments or recurring card payments from your current account and at the time of authorisation you do not specify an exact amount you are authorising, you will, subject to the remaining sub-conditions in this Condition 6.8, be entitled to a refund if the amount of any payment under that direct debit or recurring card authority exceeds the amount you could reasonably have expected taking into account your previous spending patterns and the circumstances of your case.
- 6.8.2 If you are entitled to a refund under Condition 6.8.1, you will be entitled to be refunded the full amount of the payment in question. That refund will be given a value date no later than the date of the transaction being refunded.
- 6.8.3 You will not be entitled to a refund under Condition 6.8.1 if the reason for the debit exceeding the amount you could reasonably have expected is because of currency exchange fluctuations and the reference exchange rate was applied. The reference exchange rate for direct debits is our spot exchange rate for the currency in question on the date and time the direct debit was deducted from your account. For card transactions, the reference rate is that described in condition 6.5.1.2.
- 6.8.4 You will also not be entitled to a refund if you directly gave us your consent for the payment to be made and, where applicable, information about the payment was provided to you in an agreed manner by either us or the payee at least four (4) weeks before the due date of the payment.

If you wish to claim a refund under Condition 6.8.1, you must do so within eight (8) weeks of the funds being debited from your account.

6.9 Notice to third-party holder and administrative stop payment orders

- 6.9.1 In order to recover sums due to it, the Trésor Public (the French Treasury Department) may block bank accounts held by you in our books. It may issue(i) a stop payment order lasting for fifteen (15) days, or (ii) a third party holder notice lasting for one (1) month if the notice relates to customs matters or (iii) a stop notice or third party notice lasting two (2) months if the notice relates to tax matters. Once the relevant notice period has expired, you will be able to access your account(s). However, you will not be able to withdraw the amount for which the notice was issued. We will only pay the sum in the notice to the Trésor Public if we receive a certificate of no objection issued by the clerk of the relevant court or by the bailiff or on your statement that you are not disputing the seizure.
- 6.9.2 The Trésor Public may recover fines for violation through an administrative stop payment order notified to us. This measure has the effect of blocking the amount of the Trésor Public claim from the sums available to you for a period of fifteen (15) days. At the end of this period, and in the absence of any claim from you in the legal form required, we must pay the funds to the Trésor Public.

6.10 Seizures

We may also receive notice of preventive seizure. The creditor who obtains an order for preventive seizure must serve a notice of conversion of the seizure on us. Payment by us shall be made under the conditions provided under Condition 6.5 above.

7. Account management information

7.1 Bank details

7.1.1 A unique identifier is required to carry out SEPA direct debit and SEPA direct debit and credit transfer transactions. The Bank Account Statement (B.I.S.) mentions the unique identifier of the account.

It is:

- For credit transfer and direct debit transactions carried out in the SEPA zone (including France and the French Overseas Departments and Territories) of the international account (IBAN);
- For other transactions, the IBAN or, failing that, the account number and the Bank's international identifier (BIC).

7.1.2 The bank identity statements are given to you (or to your legal representative(s)) when the account is opened. You (or your legal representative(s)) may also obtain them on the Customer Area of the website as well as in their check books.

7.2 Statement of account

7.2.1 statement of account showing the transactions in chronological order will be sent to you at least every month. You may opt for the document dematerialization service to obtain your account statements online in the Customer Area of our website. You may choose a different frequency or statements by category. These options are subject to the tariff in force as specified in our Tariff Conditions.

The annual fee will be deducted every third (3rd) business days of January. At the time of subscription, the amount is deducted during the month of enrolment and calculated on a pro rata temporis in relation to this annual due date.

7.2.2 The Customer is responsible for checking all entries recorded on statements of accounts.

8. Tariff Conditions

8.1 Interest and exchange rates, charges and taxes

8.1.1 Interest rates and charges for services

8.1.1.1 When you open your account in our books, we will provide you with a schedule of the rates of interest payable on deposits and the Tariff Conditions for standard services. The current interest rates schedule and Tariff Conditions, both of which are subject to change, are available on the Website or from any of our branches.

8.1.1.2 We reserve the right to vary interest rates from time to time unless we have expressly agreed with you that your interest rate is fixed.

8.1.1.3 For credit interest (the interest we pay you on credit balances), we may increase the interest rate on the account at any time without notice. However, you will be informed about it within a reasonable timeframe after the change comes into effect. If we decrease the interest, you will be informed two (2) months before the change comes into effect. If within two (2) months' of us notifying you that the interest has decreased, you have not contacted us to tell us that you do not accept the change, you will be deemed to have accepted it. If you tell us that you do not agree to the change, we will accept that as notice to terminate your account.

8.1.1.4 You hereby agree that our cheque collection charge may be deducted before crediting your account with any cheque proceeds.

8.1.1.5 You hereby accept that we will have no liability for, or any involvement with, a remitter (sender) of funds instructing their bank to deduct transaction charges from an amount paid to you.

8.1.1.6 Charges for non-account services will be negotiated and agreed individually and any changes will be notified to you in sufficient time for you to be able to cancel the arrangement if you do not wish to accept the charges quoted.

8.1.1.7 Loan and authorised (arranged) overdraft interest rates are negotiated and agreed individually. Unarranged overdrafts are charged interest at a standard higher rate, stated in the Tariff Conditions, which reflects the risk of non-recovery as well as the additional costs of monitoring the account and (where applicable) taking steps to recover the amount owed to us. The total interest and other charges we will charge you in any month for an unarranged overdraft is subject to a cap, which is set out in our Tariff Conditions under "Monthly cap".

8.1.1.8 Where the French Monetary and Financial Code entitles you to information in connection with your payment account, we will not charge you for that information unless we have already supplied it and you request the same information again.

8.1.2 Charges applied

We apply charges for the following:

- conversion of foreign currency into the currency in which your account is held when you use the card to obtain foreign currency or obtain goods or services in a foreign currency. In these circumstances, we use the reference rate that applies on the day we are advised of the withdrawal or purchase (see Condition 6.5.1.2 for definition of the reference rate). This may be some time after you withdraw the cash or make the purchase;
- other services we provide, such as those set out in our Tariff Conditions or those charges we advise you of before we carry out a transaction on your account.
- We can change any of our charges in accordance with Condition 11.2. below.

8.1.3 Taxes

The interests of your account(s) are subject to the income tax. Pursuant to the applicable provisions of the tax treaties, we may be required to deduct any income tax from the interest earned on any of your deposits.

8.2 How interest is computed and applied

- 8.2.1 Interest is charged on overdrawn accounts and paid on call, notice and fixed rate accounts. It is computed by applying the advised per annum rate to the daily cleared balance. Interest is paid on the maturity of fixed deposits and is computed as the amount of the deposit for the tenor at the advised or agreed per annum rate.
- 8.2.2 The cleared balance is the balance after all outstanding inward and outward payments have been processed through the interbank clearing system. Therefore, your account balance may include uncleared items. If there is insufficient cleared money in your account, we may not be able to make the payments you require.
- 8.2.3 Interest is applied to your accounts as follows:
- overdraft (debit) interest, at month end;
- call accounts (credit) interest, at calendar quarter end, but if you close the account other than at a quarter end, you will earn interest up to (and be paid on) the day when it is closed.

8.3 Payments in other currencies

- 8.3.1 Any payment in a currency for which you do not hold an account in our books will be carried out by way of a spot foreign exchange transaction, followed by the remittance as a separate transaction.
- 8.3.2 The rates for spot foreign exchange transactions on accounts are quoted ahead in each case and are not packaged with payment transactions. A record is retained of the exchange rate (which is geared to the market rate) and all transactions are processed promptly and simultaneously on the due date.

9. Incidents related to the management of the account**9.1 Other account management issues**

- 9.1.1 Financial difficulty
- 9.1.1.1 If you are in a situation of financial fragility, the law regulates bank charges by setting rules and ceilings, you can refer to our Tariff Conditions concerning the fragile customer offer.
- 9.1.1.2 If we have reason to believe that you are in financial difficulty, we will pay due regard to your interests and will treat you fairly and in accordance with our policy on the treatment of customers in arrears. This includes any circumstances where we propose to exercise our right of retention and set-off (see Condition 9.1.2 below).
- 9.1.2 Our right of retention and set off
- 9.1.2.1 In the event that you are in breach of any material obligation relating to a credit facility extended by us to you, and such breach is likely to affect repayment, we may set off (debit) any credit balances in accounts held in your name against amounts which you owe to us. We will not exercise this right if it is likely to make you unable to pay Priority debts in France.
- 9.1.2.2 We will not set off any amount which we are aware is held by you for third parties.
- 9.1.2.3 Where we have exercised our right of set-off, we will notify you promptly of this, stating the date when the right was exercised and the amount debited from your account(s).
- 9.1.2.4 We may exercise our right of lien on all securities or cash belonging to you until full repayment of any sum you owe us. This may include the debit balance on an account or of any other sum owed to us by you, including interest, fees, commissions and other charges. Our right of lien will also cover all direct and indirect commitments which you may have towards us.
- 9.1.2.5 Special accounts, such as time deposits, guarantee accounts and savings accounts, shall be governed by their own rules. However, the balance of such accounts may be set off between them and with the balance of the account given the associative link (connexité) that the Parties intend to establish between all transactions the Parties have together, so that the Parties can show in a single general balance the total of the debit and credit balances of such accounts, in such a way that the credit balance of some accounts covers the debit balance of the other.
- 9.1.3 If you die or are declared bankrupt
- Subject to Article 9.1.2 above, if we have been informed of your death, evidenced by an official document, the account will be blocked until receipt of a written notice from the deceased's heirs or the notary responsible for the estate.
- If you die or are declared bankrupt, we may still ask for any amounts owed on the account to be paid. If we do so, we will write to your personal representative(s) or trustee(s) in bankruptcy (or if you are a company or other corporate body, your liquidator or administrator), whichever is appropriate.

9.2 Inactive account

- 9.2.1 In accordance with Article L.312-9 of the French Monetary and Financial Code, a bank account is considered inactive after a period of twelve (12) months:
- either if the account has not recorded any transaction on the initiative of the customer or an authorized person and if the customer has not come forward and carried out any other transaction on another account opened in his or her name in our records. In the event that the sums on the account are considered unavailable for a certain period, the period of inactivity begins at the end of the period of unavailability;
 - or if the account customer is dead and none of his/her successors has informed us of his/her wish to assert his/her rights over the assets and deposits registered in the account and we did not find any information concerning the rightful successor.
- In accordance with Article L.312-20 I of the French Monetary and Financial Code, we are required to pay the funds to the Caisse des Dépôts et Consignations (CDC) at the end of a period of:
- ten (10) years from the most recent date between the date of the last transaction or the last event, or from the end of the unavailability period;
 - three (3) years after the death of the holder. Six (6) months before the end of this period, the Bank shall inform the customer or any authorised person of the execution of the transfer of the funds to the Caisse des Dépôts et Consignations.

In accordance with Article L.312-20 III of the French Monetary and Financial Code, the amounts that have been deposited at the Caisse des Dépôts et Consignations and have not been claimed by the customer or any authorized person will be acquired by the State at the end of a period of:

- Twenty (20) years from the date of deposit at Caisse des Dépôts et Consignations for accounts that are inactive accounts for a reason other than the customer's death;
- Twenty-seven (27) years from the date of deposit with the Caisse des Dépôts et Consignations for inactive accounts due to the death of the customer. Until the sums are acquired from the State, we are required to keep the information and documents relating to the account and the concerned customer.

10. Bank information and data processing

10.1 Communications

- 10.1.1 We will correspond with you at the residential address or email address which you designate for this purpose.
- 10.1.2 You agree that we may contact you via email, text message, telephone, post and by using any other contact details given in your account opening application. You agree to provide us with accurate contact details and that you will tell us of any changes to these contact details in accordance with Condition 3.5.2 so that we hold up to date contact information on you.
- 10.1.3 Some means of communication are less secure than others, and you hereby agree that you are responsible for your choice of communication and for any weaknesses which that may entail.
- 10.1.4 Except where a telephone or facsimile (fax) procedure has been agreed, any order to make payments or transfers must be evidenced by your instruction in writing or other paper document, and an instruction to cancel a payment order must be evidenced in writing.
- 10.1.5 You should, however, contact us by the quickest means convenient for you if you wish to cancel a payment order. Please refer to Condition 6.4.1 for our normal time limits for cancelling a payment.
- 10.1.6 No instructions will be effective unless and until actually received by us.
- 10.1.7 You hereby agree that we can leave on an answer-phone, fax machine or with the person answering the telephone a message for you to contact us.
- 10.1.8 You hereby agree that telephone calls between the Parties may be recorded so that we have a record of your instructions. From time to time we will also monitor telephone calls for staff training purposes to enable us to maintain our service quality. The recording of calls in the workplace may be carried out in cases of recognised necessity and must be proportionate to the objectives pursued.

10.2 Bank Secrecy

- 10.2.1 Pursuant to Article L.511-33 of the French Monetary and Financial Code, we are bound by a duty of banking secrecy.
- 10.2.2 We will take care to ensure that information covered by banking secrecy remains confidential and protected from access by third parties, except we may disclose your Data in the following circumstances:
 - to other companies in the NBK Group or our agents;
 - for fraud prevention purposes;
 - to persons with whom we are negotiating or executing one of the transactions listed under Article L.511-33 of the French Monetary and Financial Code whenever the information covered by the banking secrecy is necessary for such transactions;
 - to any person who may assume our rights under these Conditions;
 - if we have a right or duty to disclose or are compelled to do so by law, for example to comply with anti-money laundering or anti-bribery and corruption regulations, in the context of a request for a supervisory authority or from TRACFIN;
 - to Tax authorities in France and elsewhere if we are obliged by law to do so.
- 10.2.3 You may also release us from our obligation to secrecy by indicating expressly to us the third parties to which we are authorised to provide information about you.
- 10.2.4 You hereby allow the Bank to request information on you from other NBK branches or subsidiaries.

10.3 Data Protection

- 10.3.1 We may or may not process personal data in the context of its relations with our customers.
- 10.3.2 We collect and processes personal data concerning:
 - the Client; and
 - natural persons involved in this relationship.
- 10.3.3 The information collected by us under these Conditions is part of our professional obligations. In accordance with the regulations in force, and in accordance with the General Regulation on the Protection of Personal Data, we have established a personal data protection policy detailing the conditions under which personal data are processed and your rights under the EU's General Data Protection Regulation.
- 10.3.4 The details of how we process your personal information (why and how these data are used, how long it will be kept...) are set out in the privacy notices that are on our Website (<https://www.nbk.com/nbk-group/about-nbk-group/our-network/france.html>). These notices, which can be accessed by clicking "Privacy Notices" at the foot of the France page on our Website.

10.4 Financial crime: compliance requirements

- 10.4.1 We are required, in the context of our obligations concerning the fight against money laundering and financing of terrorism, to identify and verify the identification and verification of the identity of our customers and, where applicable, their beneficial owners, and to exercise continuous due diligence with regard to our business relationships throughout the duration of the business relationship (amount and nature of transactions, origin and destination of and destination of funds, monitoring of the professional financial situation of our customers, etc.).

10.4.2 In this respect, we are required to apply additional due diligence measures concerning Politically Exposed Persons as defined in Article R. 561-18 of the French Monetary and Financial Code. In such circumstances, in accordance with Article R.561-20-2 of the French Monetary and Financial Code, information on the origin of the wealth and funds involved in the business relationship or transaction could be required.

We are also required to obtain information from our customers about transactions that appear unusual, in particular as regards their terms and conditions, their amount or their exceptional nature in relation to those previously processed.

10.4.3 In this respect, you undertake, for the duration of the Account Agreement throughout the term of these Conditions:

- to keep us informed immediately of any change in your professional, financial or personal situation, in the value of your assets or in the extent of your indebtedness;
- to communicate to us, on first request, any information, any document relating to your professional, financial or personal situation, or the conditions of a transaction or personal situation, or the conditions of an unusual transaction initiated for your benefit or for the benefit of a third party.

Refusal by the client to provide any information may result in the immediate closure of the accounts in accordance with the provisions of article 11.3.5.

10.4.4 In accordance with Article L.561-15 of the French Monetary and Financial Code, we are obliged to declare sums entered in our books and transactions involving sums that could derive from an offence punishable by a prison sentence of one year or that could be involved in the financing of terrorism.

We may be obliged to request authorization from the State authorities before proceeding with a transaction, due to the legislative and regulatory provisions in force concerning the fight against money laundering or the financing of terrorism. In order to comply with these obligations, we may also be required to take any measures, including the freezing of assets, that may lead to delays or refusals.

10.4.5 We are also required to comply with the applicable laws and regulations in force in various jurisdictions relating to economic, financial or trade sanctions, and any restrictive measures relating to embargoes, freezing of assets and economic resources, restrictions on transactions with individuals or entities, or restrictions on goods or territories.

10.5 The United States of America's Foreign Account Tax Compliance Act (FATCA)

10.5.1 The United States of America's Foreign Account Tax Compliance Act (FATCA) requires non-US financial institutions to provide the US tax authorities with information on their US Persons clients. An intergovernmental agreement has been concluded between the French and American governments. As a result, French financial institutions provide the French tax authorities with a set of personal and financial data concerning their clients who have been identified as "US Persons" within the meaning of this regulation, and the latter is responsible for sending this information to the US tax authorities.

10.5.2 To comply with this regulation, we ask you, when opening an account, to complete a "self-certification" enabling it to assess, using so-called "Americanity" criteria, whether you are a US Person. You undertake to inform the Bank of your status as a "US Person" within the time limit set by us.

10.5.3 You undertake to communicate as soon as possible any details requested by us or any change that may occur. If you fail to do so, we may, on the basis of the information available, apply the status of "US Person" to you, with all the consequences, in particular tax consequences, associated with this status. In this case, we shall not be held liable to you for the consequences of any communication of information to the tax authorities in respect of this regulation.

10.6 Automatic exchange of information (EAI)

10.6.1 The regulation on the automatic exchange of information (EAI) requires financial institutions to transmit to the tax authorities information on all types of investment income (interest, dividends investment income and any kind of income in this nature) held by non-tax residents. The tax authorities are then responsible for transmitting the information communicated by the financial institutions to the tax authorities of the countries of residence of the account holders.

10.6.2 In order to comply with this regulation, you are asked, when opening an account, to complete a "self-certification" enabling you to assess whether you are a "tax non-resident" for tax purposes. The Bank shall not be held liable to you for the consequences of any communication of information to the tax authorities in respect of this regulation.

11. Duration, modification and resolution of the agreement

11.1 Duration

The Account Agreement is concluded for an indefinite period.

11.2 Modification

11.2.1 We may vary these Conditions and any of our fees and charges set out in our Tariff Conditions.

These are the reasons why we may vary these Conditions, interest rates and or charges:

- to meet legal, financial and regulatory requirements;
- to take account of any corporate reorganisation in the NBK Group;
- to reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- to reflect a change in technology or to cover a development change in our products or services;
- to make them clearer;
- if we reasonably believe there is any other valid reason to make a change.

11.2.2 All proposed changes will be advised by means of writing to you at least two months before such changes are to take effect.

11.2.3 Unless you disagree with the amendment made to the Conditions and/or to our Tariff Conditions within this two month period, you are deemed to have accepted the amendment.

11.2.4 If you do not accept any advised change and wish to close your account, you may do this immediately by notifying us in writing. In any event you should do so before the change takes effect. This does not permit you to terminate a fixed term deposit early.

11.3 Closure or termination of your account**11.3.1 Closure at your initiative**

- 11.3.1.1 You may at any time give us written notice that you wish to close your account, without specifying a reason, provided the account is in credit or has a nil balance and upon a notice period of two (2) months. The notice period starts on the day on which your termination notice is delivered to the Bank (or, if such a day is not a Business Day, on the Business Day immediately following the day on which the termination notice has been delivered to the Bank).
- 11.3.1.2 If the account is a joint account, all the co-holders must express their written wish to terminate the agreement and close the account.. If you have a debit balance on your account, you cannot close it until you have repaid all sums due to us on that account.
- 11.3.1.3 The account in the name of an unemancipated Minor over sixteen (16) years of age shall be closed upon request of his/her legal representative(s) according to the legal regime applicable. The account of an adult under judicial protection, a mandate for future protection, curatorship or guardianship or in respect of whom a family empowerment has been issued, may be closed in accordance with the conditions laid down by the legal regime applicable to him/her.
- 11.3.1.4 If you want to close your account because you do not wish to accept an advised change in these Conditions or in our Tariff Conditions, you must do so (and also confirm this by writing to our business address) within two (2) months of the changes being posted in order to avoid being deemed to have accepted the change(s).
- 11.3.1.5 Please note that notice to close an account will not affect:
- fixed term deposits;
 - accrued interest earned or incurred up to the date of closure;
 - instructions irrevocably committed to;
 - any engagements entered into as agent on your behalf;
 - debits or credits on any account, whether posted or pending;
 - foreign exchange or travellers cheque transaction entered into;
 - charges already agreed or incurred for any non-account services.

Accrued interest and account debits and credits are those amounts which are computed and applied correctly in accordance with these Conditions. Where this is relevant, debit or credit interest will be payable up to the date of closure.

11.3.2 Closure at our initiative

- 11.3.2.1 The Bank has to right to terminate any business relationship with you or close an account any time and without notice, if at least one of the two following conditions is met:
- the customer has deliberately used his/her/its account for transactions that the Bank has reason to suspect that they pursue illegal purposes;
 - the customer has provided inaccurate information when opening the account or subsequently.
- The Bank has the right to terminate any business relationship with you or close an account any time upon two (2) months' written notice, if at least one of the following conditions is met:
- the customer no longer meets the conditions of domicile or residence, as defined in Article L.312-1 I of the French Monetary and Financial Code;
 - the customer benefiting from the right to have a bank account pursuant to Article L.312-1 of the French Monetary and Financial Code has subsequently opened a second current account in France that allows him/her/it to have access to basic banking services;
 - the customer has shown repeated incivilities towards the Bank's staff;
 - The Bank is in one of the situations provided for in Article L.561-8 of the French Monetary and Financial Code.
- 11.3.2.2 Any decision by the Bank to terminate the agreement and the business relationship will be notified in writing, in a reasoned decision (unless it is contrary to national security or the law enforcement) and will be sent free of charge to the customer by registered letter with acknowledgement of receipt to the address shown on the account statements, and to the Banque de France for information.
- 11.3.2.3 Except in the case of seriously reprehensible behaviour, the Bank shall provide, for a period of thirty (30) days from the closure of the account, a cash service consisting of the settlement of SEPA interbank payment orders and SEPA direct debits in circulation or direct debit, subject to the express condition that the customer has set up sufficient, prior, available and individualised funds for each transaction at the Bank's cash desk.
- 11.3.2.4 With regard to a legal entity customer or a natural person customer in a professional capacity, the Bank may also close the account automatically in the event of dissolution.

11.4 Consequences of the closure of your account

- 11.4.1 The credit balance of the individual account is returned to the customer, after deduction of outstanding transactions and any interest, fee and commission that may be due to the Bank for transactions which are not included in the basic banking services. In all cases, the Bank will close the account free of charge in accordance with the applicable regulations.
- 11.4.2 For individual customers, the closure of a joint account requires all the co-holders to indicate to the Bank the methods of distribution of the credit balance.
- 11.4.3 If, exceptionally, there was a debit balance in the account after liquidation of the operations in progress, this would be payable by right as soon as the account is closed and would bear interest until full repayment to the Bank.
- 11.4.4 If the debit balance of the account is not reimbursed at the time of its closure, the Bank will proceed to the recovery by judicial means of its financial claims.

11.4.5 For individual customers acting in a private capacity, credit institutions are required to declare to the Banque de France any payment incident that occurs, in particular in connection with overdrafts of any kind used for the customer's non-business needs, which remains recorded for five (5) years from the date of registration by the Banque de France and are deleted as soon as the sums due are paid in full.

11.4.6 At the closure of the account, the customer must return the card in his/her/its possession. The Bank will denounce all direct debit notices registered on its coffers.

11.5 Closure of inactive accounts

The closure of inactive accounts and the consequences of said accounts balances are specified in Condition 9.2 (Inactive accounts) herein.

11.6 Banking mobility

11.6.1 The service of assistance to bank mobility, implemented since 6 February 2017, consists for the banks, to carry out on your request in your place all the formalities related to a change of bank, according to Article L.312-1-7 of the French Monetary and Financial Code. Therefore, we provide you with documentation relating to bank mobility, free of charge and without condition.

11.6.2 As soon as the Account is opened, the Bank offers the Customer a free banking mobility service from his/her/its previous bank (known as the "original bank"), a service which includes:

- Changing the direct debit address of valid direct debits and recurring transfers;
- The retrieval of information on standing orders in place at the bank;
- Retrieving the list of undebited checks on the cheques books used during the last thirteen (13) months.

By subscribing to this service, the Customer signs a mandate by which he/she/it expressly authorizes the Bank to request information from the original institution and to carry out the formalities related to the change of account on his/her/its behalf to allow these transfers and direct debits to be made to the new account.

11.6.3 Banking mobility to another payment service provider

11.6.3.1 To a payment service provider located in France

We may check the authenticity of your request to change the bank and/or the payment service provider from which the request originates.

In the event of a request to close an account and transfer any credit balance under the conditions provided for in Article L. 312-1-7 of the French Monetary and Financial Code, we will inform you, by mail or any other durable support, of your outstanding obligations or of any other circumstances likely to prevent the transfer of the balance and the closure of the account. Failing this, we will close the account and transfer any credit balance on the date specified in the mandate. Furthermore, in this case, we will inform you of the period of thirteen (13) months from the date of closure of the account, by any appropriate means of the presentation of a payment transaction on a closed account under the conditions provided for by law.

11.6.3.2 To a payment service provider located in another EU Member State

In the event of a request to close an account and transfer any credit balance, we shall send to you, within six (6) working days of the request, a summary of the automatic and recurring transactions carried out on the account over the last thirteen (13) months and shall transfer any credit balance within the same period.

12. Financial Services compensation scheme

By this clause, and in the event that it fails to repay the debit balance due on his/her/its deposit account, in euro, following a formal notice from the Bank, the Customer expressly authorises the Bank to offset the balances of his/her/its various individual accounts in euros and in foreign currency, whatever the amount concerned, due to the close connection between these different accounts.

13. Treatment of disputes

13.1 Claiming refunds

13.1.1 Please check your account statements promptly, and make sure that you notify us of any unauthorised payment or direct debit or failure in execution as soon as possible. After thirteen (13) months of the debit occurring you may lose the right to a refund. However, please note that, for us to consider a refund in connection with a direct debit under the French direct debit guarantee scheme, you must make the claim within eight (8) weeks of the date when your account was debited.

13.1.2 If you tell us that a payment made from your account was not authorised by you, we will refund that payment to you by the next working day unless we have reasonable grounds to suspect that your claim is fraudulent. If we do suspect fraud, we reserve the right to report the matter to the relevant authorities. If we do make a refund to you under this Condition, we will give the refunded amount the same value date as the disputed transaction.

13.1.3 We may require additional information from you in connection with a claim, and will explain our reasons for wholly or partly rejecting such a claim, referring you to the agencies which may be able to help you if you are not satisfied with the justification provided. This means that, for any such payment, if unauthorised, we may pay any refund due to you within a reasonable period of time.

13.1.4 Please refer to the NBKONLINE agreement and user guide for details relating to the following security features and your liability if you do not use such features properly or at all:

- login ID;
- login password;
- security question;
- transaction password.

13.2 Complaints

- 13.2.1 In the event of a complaint, you may contact the Customer Relationship Manager by calling the switchboard on +33(0)156598600, or by sending an email to customer.service@nbkfr.com or a letter to: National Bank of Kuwait France SA. – Consumer Banking, 90 avenue des Champs-Elysées 75008 Paris, France.
- 13.2.2 We will look into the matter and do our best to reach a mutually satisfactory outcome. However, if the matter cannot be resolved promptly within three (3) working days, we will acknowledge your complaint in writing, and keep you informed about our progress in dealing with it. We will send you either a final written response within eight (8) weeks of the complaint or a written statement explaining the situation and why it is taking longer to resolve. We will be pleased to provide you with written details of our internal complaints handling procedures if required.
- 13.2.3 Alternatively, or if the answer provided does not satisfy you, you may contact our Compliance Department by calling the switchboard on +33(0)156598600, or by sending an email to nbkf.compliance@nbkfr.com or a letter to : National Bank of Kuwait France SA. – Compliance Department, 90 avenue des Champs-Elysées 75008 Paris, France.
- 13.2.4 Médiateur de la Fédération Bancaire Française
If you are dissatisfied with the way in which we have dealt with your complaint, you can refer the matter to Monsieur le Médiateur de la Fédération Bancaire Française (FBF), which allows each client, not acting for professional needs, to get a solution of friendly settlement when having a dispute with his/her/its bank. Such services are free of charge.
You can contact le Médiateur de la Fédération Bancaire Française as follows: Le médiateur auprès de la FBFCS 151 75422 Paris Cedex 09 – website: <http://lemediateur.fbf.fr/infos-utiles/voies-saisine>
- 13.2.5 French deposit guarantee scheme (Fonds de Garantie de Dépôts et des Résolutions (FGDR))
Given that we are duly authorised as a credit institution in France by the European Central Bank and regulated by the Autorité de Contrôle Prudentiel et de Résolution, your eligible deposits with us are protected up to a total of one hundred thousand (100,000) euros per customer by the Fonds de Garantie de Dépôts et des Résolutions, the French deposit guarantee scheme. This scheme, will compensate customers in the event of a bank failing. Any deposits you hold above the limit are unlikely to be covered. If you hold more than one account with us, the balances will be aggregated when determining whether you have more than one hundred thousand (100,000) euros on deposit. If you hold deposits in a joint account, each depositor is covered up to one hundred thousand (100,000) euros, so for example a husband and wife with two hundred thousand (200,000) euros in a joint deposit account, and with no other deposits with us, would be fully covered. Where a deposit is in a currency other than Euro (EUR) it will be converted into Euro at the foreign exchange rate applying at the time the bank fails for the purpose of calculating eligibility.
Ineligible deposits are listed in the Exclusions List set out on our Website. Please visit our Website and click on the icon “Protecting your money”. Then click on “further information”. You can also visit www.garantiedesdepots.fr for further information.

14. Liability

14.1 General

Whatever we do, or do not do, in order to comply with the relevant laws and regulations will not render us or any of our officers, directors, employees or agents liable to you, whether for breach of these Conditions, tort or otherwise.

14.2 Payments and receipts

- 14.2.1 We will have no liability to you for the consequences of errors, omissions or incompleteness in your payment orders or other instructions. This includes where a payment cannot be made, or is delayed while we seek the correct information from you. We are willing to make a reasonable effort to stop or recover any payment, made on erroneous instructions, but we may charge you any costs incurred.
- 14.2.2 We do not undertake to check that your payment orders or other instructions are correct, or to verify that an IBAN or other identifiers for a beneficiary provided by you are correct.
- 14.2.3 We will have no liability for any failure in executing your payment orders, or in processing receipts for your account, if such failure is compelled by applicable law or regulations, or is the result of abnormal or unforeseeable circumstances beyond our control and where the consequences could not have been anticipated or avoided.
- 14.2.4 If you claim that a payment or direct debit has not been authorised by you, we will take steps to investigate it immediately. If we disagree with you, we must prove that the payment was authenticated correctly.
- 14.2.5 Under the direct debit guarantee scheme, the payee must notify you in advance of any change in the amount to be paid or the payment date. If we or the payee make an error in the payment, you can ask us for an immediate full refund, and you will then need to instruct us to make the correct payment.
- 14.2.6 If you claim that a payment or direct debit has not been executed or has been executed incorrectly, we will take steps to trace it immediately.

14.3 Liability for losses and refunds

Condition 14.4 sets out who is liable for unauthorised and fraudulent transactions.

14.3.1 In addition, we will not be liable to you for any loss you may suffer if we do not act on your instructions because we learn a bankruptcy petition has been issued against you, or because we learn that you have been declared bankrupt or because we cannot provide, or are delayed in providing, you with NBKONLINE, any banking or other services as a direct or indirect result of any abnormal and/or unforeseeable circumstances beyond our control, or if they arose because we have to comply with French and European Union law. This includes, but is not limited to:

- industrial action;
- failure or fluctuation of power or telecommunications supplies;
- breakdown in third party hardware or other equipment or error in any software;
- any error or discrepancy in your instructions;
- any failure or delay in the supply of services to us by any third party,

it being specified, that in case we credited your account by mistake, you expressly authorize us to draw on your account up to the amount erroneously credited in accordance with the provisions of article 1302 of the French Civil Code.

14.4 Fraudulent payments on your account

The table below sets out responsibilities for unauthorised or fraudulent payments on your account:

(i)	Your card, security device or your security details are used without your authorisation.	You are responsible.
(ii)	You act fraudulently.	You are responsible.
(iii)	You let another person use your card, security devices or your security details or your account.	You are responsible.
(iv)	You intentionally or with gross negligence do not use your card in accordance with these Conditions.	You are responsible
(v)	You have intentionally or with gross negligence not kept your card, your security devices or your security details safe.	You are responsible
(vi)	You intentionally or with gross negligence do not notify us as soon as possible of the loss or theft of your card, security devices or security details, or if you suspect someone has tried to use any of them.	You are responsible.
(vii)	Someone else uses your card and/or card details before you received them.	We are responsible unless you have acted fraudulently or with gross negligence.
(viii)	Your card or card details have been used by someone else to purchase goods via the telephone, internet or mail order.	We are responsible unless you have acted fraudulently or ground (iii) in this table applies.
(ix)	After you have told us that your card, security device or security details have been lost or stolen.	We are responsible unless you have acted fraudulently.
(x)	We have not provided the facilities for you to tell us that your card, security device or security details have been lost or stolen.	We are responsible unless you have acted fraudulently.
(xi)	You have provided us with incorrect payment details.	You are responsible.

The above table refers to instances where you have acted with gross negligence. Some instances of gross negligence by you would include:

- failing to follow the steps about safeguarding the card and PIN set out in Condition 6.5.2;
- failing to notify us of a change of address and this leads to the card and/or security details being sent to the wrong address;
- failing to notify us (or only notifying us after an undue delay) that your card has been lost or stolen or that your security details have been, or may have been, compromised.

15. Applicable law and jurisdiction

15.1 Governing law

These Conditions, the Account Agreement or any other agreement, and, unless otherwise agreed between the Parties, each such agreement between the Parties and in which these Conditions are incorporated by a reference, are governed by the laws of France.

15.2 Jurisdiction

Any dispute arising out of or in connection with an Account Agreement or any other agreement between the Parties of which these Conditions form a part, shall be resolved before the non-exclusive jurisdiction of the Paris courts.

Notwithstanding the above, you agree that the Bank is entitled upon its sole discretion to conduct debt recovery and to initiate proceedings before any jurisdiction in which you may have any asset.

15.3 General matters

15.3.1 Any banking terms and conditions implied by law will also apply to the Parties' business relationship, unless, where the law so permits, implied terms and conditions have been varied by these Conditions.

15.3.2 In these Conditions, the masculine includes the feminine and the singular includes the plural and vice versa.

15.3.3 Failure by us to enforce any Condition does not amount to any waiver of our rights.

15.3.4 Any reference in these Conditions to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it.

15.3.5 These Conditions and any communication with you about any of the services referred to in these Conditions will be in English. The French translation of these Conditions is provided only for information. In the event of any dispute between us which turns on the interpretation of these Conditions, the version which will prevail will be the English version.

15.3.6 You have a right at any time while these Conditions apply to you to obtain copies of these Conditions and all other documents that form part of our agreement with you.

15.4 Severability

If any provision of the Conditions or the Account Agreement or any other agreement between the Parties is or becomes invalid, ineffective, unenforceable in any jurisdiction, this does not affect the validity, effectiveness and enforceability of that provision in other jurisdictions or validity, effectiveness and enforceability of other provisions of the Conditions and the Account Agreement or any other agreement between the Parties in any jurisdiction. The Parties undertake to replace such an invalid, ineffective or unenforceable provision with a new one having the same or similar meaning following the same achieved purpose.

15.5 Assignment

15.5.1 You hereby authorise us to assign our rights under these Conditions and the obligations set out herein to a suitable third party. In such circumstances your rights under these Conditions will be preserved and will only be amended if you agree.

15.5.2 You do not have the right to assign your rights or obligations under these Conditions to any other person, or to create a charge over any account held with us, without our written permission.

The Customer	National Bank of Kuwait France SA
Customer name:	Name:
Date (DD/MM/YYYY):	Date (DD/MM/YYYY):
Signature:	Signature:

Please initial each page of this document.