

TERMS AND CONDITIONS FOR ACCESSING AND USING THE BTL EBANKING

Please read these Terms and Conditions ("Terms") carefully. These Terms apply to your use of BTL E-Banking services, including "BTL Mobile Banking" app (iOS/Android) and private website (<https://secure.banquetransatlantique.lu>).

Banque Transatlantique's General Terms and Conditions, in addition to these Terms, also apply to your use of the E-Banking services. These Terms do not apply to any other service offered by Banque Transatlantique, which are subject to separate terms and conditions which apply independently to these Terms.

These Terms may be amended or replaced by Banque Transatlantique by reasonable notice (which may include by publishing the amended or new Terms on the Mobile app security section or website).

These E-Banking General Terms and Conditions, the Bank's General Terms and Conditions and the Activation Manual are available at any time on the Bank's website. If you send a request to the Bank, you can also receive a copy of the aforementioned documents in printed form or any other durable format.

1. THESE TERMS

1.1 In these Terms:

- a. "Banque" means Banque Transatlantique SA, 17, Côte d'Eich L-2018 Luxembourg
- b. Subscriber: the individual, capable person, to whom the Service has been provided following the Bank's acceptance of the E-banking Access Request, using it either in their own name as the holder or joint holder of one or more accounts related to the Service, or as an agent or legal representative of the Holder of the Account(s), or as a person authorised to represent the third party and authorised by the Holder to view and receive information, in particular relating to the operation of the Account(s).
- c. "We", "us" (etc.) means Banque Transatlantique.
- d. "You" (etc.) means the Banque Transatlantique customer or partner using the E-Banking.
- e. "E-Banking" means BTL's Mobile Banking App or private website (<https://secure.banquetransatlantique.lu>) and the customer banking services provided by the E-Banking: "The Service"
- f. "Licence" means your licence to use the App as set out in these Terms.

2. ABOUT BANQUE TRANSATLANTIQUE

Banque Transatlantique Luxembourg SA is incorporated in Luxembourg as a public limited company by shares (Société Anonyme) with its headquarters at 17, Côte d'Eich L-2018 Luxembourg at 26, avenue Franklin D. Roosevelt, 75008 Paris, France and registered with the Paris registry of companies (Greffé Du Tribunal De Commerce De Paris) with registration number 302 695 937.

As an approved credit institution, the Bank is subject to

the prudential supervision of the Luxembourg monitoring authority, i.e. the Commission de Surveillance du Secteur Financier [Financial Supervisory Authority Commission] at 110, route d'Arlon, L-1150 Luxembourg.

3. USE OF THE E-BANKING

Access to the Service and its use require you to have a mobile device with Internet access and connection, which meets the technical requirements given on the online apps downloading platform.

3.1 You may only access and use the E-Banking subject to the terms and conditions set out in these Terms. By accessing or using the E-Banking you confirm that you (and you will be deemed to) agree to these Terms.

The Service may be granted to any individual who requests it as holder or agent or legal representative of the holder of at least one account opened with the Bank. Subscription to the Service is for the sole benefit of private individual or legal customers, as per defined on 1.b point "Subscriber", provided that they have the legal capacity and/or required authority to perform the remote banking operations concerned.

Only accounts held with the Bank, of which you are a holder, and which are mentioned on the Mobile Banking Access Request are Accounts covered by the Service, once the Service has been granted.

3.2 When you register your mobile phone number with us we will send you your personal LuxTrust certificate details by text message to that phone number. You can download and use the BTL Mobile Banking app on up to two mobile devices registered and linked to your personal LuxTrust certificate on the LuxTrust website (<https://www.Luxtrust.lu/>).

3.3 Only you may use your personal LuxTrust certificate or your registered mobile devices to access or use the App, and you must not allow any other person to do so.

3.4 You must let us know if you change your mobile phone number or email address. Failure to do so could result in your App access security details being compromised or access to your accounts by an unauthorised person, or cause delays in us contacting you, or us reinstating your App access if it is cancelled or suspended at any time.

3.5 If your mobile phone with your registered mobile phone number or any of your other registered mobile devices is lost or stolen you must connect to the LuxTrust website immediately to deregister the missing mobile device from your LuxTrust certificate.

If you suspect that anyone else knows your LuxTrust certificate or your App access security details you must connect to the LuxTrust website immediately to cancel your LuxTrust certificate.

If for any reason you are unable to deregister a missing mobile device or cancel your LuxTrust certificate, you must immediately notify your Banque Transatlantique relationship manager by email to enable us to cancel your certificate to prevent unauthorised access to your accounts.

Cancellation of your LuxTrust certificate will prevent the App being used on any of your registered mobile devices.

We will issue you with a replacement personal certificate, to enable you to continue using the E-Banking services. Issuance of the new certificate is subject to payment by The Client of the applicable cost, as per BTL's Fee Schedule.

3.6 It is your responsibility to permanently delete the BTL Mobile Banking app from any registered mobile device if you change, stop using, or dispose of it (in any way, including giving or lending it to anyone else).

3.7 The services that you can access via the E-Banking, and the availability of the E-Banking;

a. may vary depending on the type of device you are using;

b. may depend on availability of network coverage, and on mobile or internet connection;

c. may be interrupted or suspended, in part or full, at any time, including (without limitation) for maintenance and upgrades, and internet or other communications networks service outages.

3.8 The E-Banking is provided by Banque Transatlantique free of charge, and on an "as is" and "as available" basis. (You may however be charged by your own mobile network provider for accessing the E-Banking with network fees.) Banque Transatlantique may block, cancel or suspend the E-Banking services at any time at its absolute discretion. We give no representation, guarantee or warranty of any kind as to the availability or functionality the E-Banking. Banque Transatlantique shall not be liable to you or to any other person for any failure to provide the E-Banking, in part or full, for any reason or for any failure or inability to access or use the E-Banking services at any time.

3.9 It is your responsibility to ensure that all instructions given using your E-Banking are correct. It will not normally be possible to cancel or correct instructions after they have been given. Transaction instructions given using your E-Banking may be processed automatically without review by us, and are irrevocable. Banque Transatlantique may not execute a transaction or may delay in doing so to comply with (or to verify compliance with) its own policies to safeguard against fraud, breach of these Terms (or any other applicable terms and conditions for the services it provides) or with any applicable law or regulation.

3.10 Banque Transatlantique shall have no liability to you (or to any other person) for any failure to execute, or delay in executing, any instructions given by you using your E-Banking due to abnormal or not reasonably foreseeable circumstances or circumstances beyond our reasonable control.

3.11 You may only use the E-Banking for those services which Banque Transatlantique has agreed to provide to you, and subject to any other terms and conditions on which those services are provided by us.

3.12 The Bank reserves the right to amend the access and/or authentication procedure and/or the security measures, according to technological developments, security systems and/or the applicable legislation.

4. TRANSACTIONS

You may use the E-Banking to carry out permitted transactions in respect of your accounts. By using the E-Banking you agree that you are responsible for all instructions and transactions

carried out using your registered mobile devices or website, subject to the express provisions of these Terms, and that you are liable for the repayment of any debt that arises from using the E-Banking.

If the Subscriber has also signed a specific investment advice agreement, the Subscriber must send any questions relating thereto to the advisers, as set out in the said agreement.

Any access to the Service using the Subscriber's login details is deemed to have been made by the Subscriber, the Bank's connection log serving as proof. The Bank retains a history of all E-Banking logins.

The Subscriber has access to the service 24 hours a day, 7 days a week. However, the Bank reserves the right, at any time and without compensation, to interrupt the Service, in particular to perform maintenance to the system, to install new versions or updates to the systems and computing devices.

Interruptions and operational incidents may however occur in the Service without the Bank being able to notify the Subscriber in advance, in particular following a technical incident or problem, network overload, disconnection of a telephone line, error, negligence or fault by a third party or the Subscriber.

The Subscriber releases the Bank from all liability in this respect. The Bank will do everything in its power, within a reasonable time frame, to inform the Subscriber of the type and probable duration of the interruption.

TRANSFER ORDERS

A payment order sent through the Service is executed by the Bank, provided there are sufficient funds in the account and the transaction is permitted under the agreements governing the account.

The Subscriber signs a transfer order via E-Banking by means of:

- their passcode;
- a biometric way;

The Subscriber acknowledges that personalised security data and devices constitute an electronic signature, constituting valid, sufficient proof of their agreement as to the existence of the order.

You irrevocably authorise the Bank to debit your account with the amount of the order sent through the Service via the E-Banking.

Transfer orders sent to the Bank via the E-Banking are not processed in real time and require validation from the Bank's services under the provisions of the Bank's General Terms and Conditions.

The Bank reserves the right to refuse to execute an order in accordance with the provisions of its General Terms and Conditions.

5 SECURITY

5.1 Access to the Service and use thereof are only permitted in compliance with this article (security measures and minimum configuration requirements of

the device).

5.2 You must take all reasonable precautions to prevent any person except you from accessing or using your E-Banking.

5.3 The Subscriber acknowledges and accepts that a secure, permanent browsing environment is a basic requirement for accessing and using the Service and that BTL cannot be held liable for a security risk caused by the Subscriber's device, the browser, the operating system, the Internet connection, the firewall, the network, etc.

5.4 The Subscriber must apply updates and use the new versions of the mobile apps periodically provided by the Bank. If the Subscriber's device is not compatible with the updates/new versions of the mobile apps, access to the Service concerned will be impossible. Updates or new versions of mobile apps that make it impossible to access the Service do not under any circumstances constitute cancellation, deactivation or suspension of the Service by the Bank.

You are solely responsible for your computer equipment that you use to access the Service, including the mobile device, hardware, software, browser, IT systems and their extensions, and for their operation, maintenance and updates.

You are solely liable for the consequences of their failure to work or any malfunction.

You choose your own Internet service provider and are solely responsible for all the consequences of that choice. The Bank may not be held liable under any circumstances for any loss caused by the services of this supplier or any loss caused by any problems connecting to the services provided by this third party.

5.5 You must keep your personal LuxTrust certificate and security details secret, and not disclose them to any other person, or record them in a way that could result in them becoming known to any other person. You must make sure that information shown or stored on your registered mobile devices is kept secure, and cannot be accessed by any other person.

5.6 When you log on to your E-Banking using your access security details you will be responsible for all instructions given via the E-Banking (whether by you or by anyone else) between the time you enter your security details until you log out of your E-Banking, including for any input errors you make, or for any instructions sent by someone else whilst your registered mobile device remains logged on. You must not leave your registered mobile device or computer unattended whilst logged on to the E-Banking.

5.7 Neither Banque Transatlantique nor any other person acting on our behalf will ever contact you to ask you to disclose your E-Banking access security details. If anyone contacts you (whether by email, telephone, or in any other way) asking you for your E-Banking access security details, or you to access a website to confirm or update your E-Banking the request is likely to be fraudulent, and you must not give your E-Banking access security details or enter them into any website in any circumstances (even if the website appears to be a Banque Transatlantique website). You must only ever use the E-Banking directly to access the services provided via your registered mobile or tablet devices.

5.8 Where an unauthorised transaction is carried out using your E-Banking, but you show that you had taken all reasonable care to keep your security details secret, and had not disclose them or allowed them to become known to any other person, you will not be liable for that transaction provided you have not acted fraudulently or permitted or facilitated the transaction.

6. MONITORING

6.1 Banque Transatlantique may monitor your use of the E-Banking (including location tracking), and may retain and disclose information and data obtained from your use of the E-Banking, including communications and locations data, to enable us to provide services to you or to improve generally the services we offer to customers, or to comply with any law, regulation, code or other obligation, or to verify that the E-Banking is being used only in accordance with these Terms.

The data collected is also used to personalise and improve the commercial relationship with the Subscriber, to offer them products and services appropriate to their needs.

Any personal data collected through the E-Banking accesses will be processed and stored in accordance with the legislation.

Refusal to supply certain personal data may deprive you of access to some services.

Any individual concerned has the right of access and rectification, erasure, restriction of processing and the right to portability of their data. Any person may also object at any time to processing of their personal data, for reasons specific to their personal situation. It is specified that some of these rights may make it impossible, on a case by case basis, for BTL to provide the product or service.

These persons may also, at any time and free of charge, without being required to give reasons for their request, object to use of their personal data for marketing purposes.

The Subscriber has the right to lodge a complaint with the CNPD [National Data Protection Commission of Luxembourg], the authority responsible for compliance with personal data protection.

7. AMENDMENTS

The Bank reserves the right to amend unilaterally, at any time, these E-Banking General Terms and Conditions, as well as the Service functionalities or the fees charged for the Service.

The Bank will inform the Subscriber at least one month prior to entry into force of the amendment, in writing or in any other durable, appropriate format, sent to the Subscriber.

The Subscriber may notify their disagreement in writing to the Bank, which will result in cancellation of the agreement. The Subscriber will not incur any fees for such cancellation.

If disagreement is not notified before entry into force of the said amendment, the Subscriber will be deemed to have accepted it.

8. TERMINATION/CANCELLATION

8.1 This subscription is entered into for the same period of time as the banking relationship between the Subscriber and BTL.

8.2 You may end the contract at any time by writing to the Bank.

8.3 The Bank may end the contract at any time, subject to one month's notice in writing. Closure of all related Accounts will automatically end the E-Banking agreement.

8.4 You may cancel your E-Banking access at any time, either by following the process explained within the E-Banking (under "Deregister my E-Banking") or by request in writing by email to your relationship manager. Access will be stopped by BTL within the necessary technical time frame.

Cancellation of the Service will only affect the future and will not challenge the evidential value or validity of the transactions performed or the documents signed.

However, transfer orders with a date of execution after the termination date will be cancelled.

Likewise, the termination of the banking relationship between the Subscriber and BTL will result in the immediate cancellation of the Service and, consequently, cancellation of any transfer orders due to be executed at a later date.

8.5 If you do not use your E-Banking access for a period of 12 months, your access to E-Banking may be automatically deactivated. However, it remains your responsibility to deregister from the E-Banking, and to delete it from all your registered mobile devices, if you no longer wish to use it.

8.6 Banque Transatlantique may block, deactivate or suspend, your E-Banking services access if :

- it is unable to contact you on your registered mobile phone number ;
- or if we believe that your E-Banking is, or may be, used for fraudulent or unauthorised purposes by any person;
- or used in a way inconsistent with any agreement between us and you or any terms and conditions (including these Terms) applying to any services provided by us to you ;
- Several incorrect passwords and/or codes have been entered successively;
- When the Bank becomes aware of facts that are likely to undermine its relationship of trust with the Subscriber;
- In the event of removal, for whatever reason, of the mandate or capacity of legal representative for the Accounts, when the Subscriber is acting as an agent or legal representative of the Holder.

The Subscriber will be considered grossly negligent in the following cases:

- o If you do not notify LUXTRUST or the Bank of the loss, theft or risk of abuse of your device and/or your electronic identification and signature device as soon as you are aware of it;

- o When you do not comply with the security advice and precautions given in the General Terms and Conditions;

Where reasonably practicable, we will try and give you

prior notice of deactivation of your E-Banking (unless there is any legal reason why we should not do so). Where Banque Transatlantique blocks, deactivates or suspends your E-Banking access, it will usually (on your request) explain the reasons, but shall have no obligation to do so.

9. STATEMENTS

Statements are available via the Service in PDF/XLSX/CSV format.

You can choose to access your Statements via the Service (in addition to sending by post and/or by email).

You can consult the statements, download, save and/or print them.

Statements printed via the Service do not have the value of the original statements. In the event of a difference between the statements printed by the Client and those printed by the Bank, the latter, based on the account situation as shown in the Bank's books, will prevail and will constitute formal proof of the transactions performed.

10. TECHNICAL SUPPORT SERVICES

For any technical questions or problems related to the LuxTrust Mobile App, the Certificate and the connection to the Mobile-Banking App or website, the Subscriber may contact the LuxTrust Service Desk and/or the Bank.

For any other questions, the Bank will provide a technical support service, whose contact details and opening days and times are given on the Bank's Mobile-Banking App and website, to assist the Subscriber in the event of any technical problems relating to use of the E-Banking.

The Bank will provide all reasonable assistance by telephone, based on an obligation of diligence, in order to identify, and where possible correct any technical problems encountered during use of the Service, or to provide the Subscriber with additional information on the functionalities and operation of the Service.

11. APP LIMITED LICENCE

11.1 If you are a Banque Transatlantique customer who is permitted to use the E-Banking under the terms and conditions for banking services agreed by us to be provided to you, we hereby grant you a limited Licence to use the E-Banking, including future updates, expressly subject to these Terms.

11.2 The Licence is personal to you, and is free of charge, non-assignable, non-transferable and non-exclusive, and may be terminated by us at any time in accordance with these Terms (without any requirement to give notice of termination). The Licence shall automatically terminate

if we deactivate your E-Banking services access, or if the E-Banking is deleted from your registered mobile device (whether by you or by us), or where your mobile device is deregistered with us (whether by you or by us) as a permitted device for using the App.

11.3 You must only use the E-Banking for the purpose for which it is made available, that is for

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permitted access to your Banque Transatlantique bank accounts and to carry out permitted transactions.

11.4 You must not (and not attempt to) copy, or otherwise access, or to alter any of the code within the Mobile App software or website sourcecode. Penetration testing without authorization are strictly prohibited

11.5 All copyright and ancillary rights in the E-Banking and its underlying software are the property of Banque Transatlantique. No right to use or to copy the E-Banking and its underlying software is granted or permitted (except as expressly set out in these Terms).

11.6 Banque Transatlantique shall have no liability for any damage or loss of functionality to your mobile device caused by downloading or using or removing the Mobile app software except if caused by Banque Transatlantique's (or its contractors') failure to use reasonable skill and care in the design of the software.

11.7 Banque Transatlantique shall have no liability for any delay or failure arising from events, circumstances or causes beyond our reasonable control, or for any abnormal or not reasonably foreseeable circumstances.

11.8 Nothing in these Terms limits Banque Transatlantique's liability for death or personal injury arising from our negligence; fraudulent misrepresentation or misrepresentation as to a fundamental matter; or in a way prohibited under the Unfair Contracts Terms Act 1977 or the Consumer Rights Act 2015, or under any other relevant legislation or regulation, or in any other way in which our liability cannot be excluded or limited by law.

Subject to this clause, our aggregate liability under these Terms and the Licence, and for or in respect of use of the E-Banking will not under any circumstances exceed the sum of €50.

Complaints

The Subscriber has the right to make a complaint to the CSSF.

The Client will send their complaint to their usual account manager or the department responsible for the service to which the complaint relates, identifying it as a complaint. The Client must, as a minimum, state their account number, the services involved in the complaint, and the detailed reason for the complaint. The Bank will acknowledge receipt of the complaint within ten days, notifying the Client thereof, unless a solution has already been provided within this time limit.

The Bank will state the name and contact details of the employee responsible for the file. If they do not obtain a satisfactory response from their initial contact, the Client may send their complaint directly to the Bank's Management.

A detailed response will be sent to the Client within one month of receipt of the complaint. If the Bank encounters particular difficulties or circumstances, the processing of a complaint may exceptionally exceed one month, and the Client will be informed thereof prior to expiry of the time limit.

If the Client has not received a response or a satisfactory response within one month of sending their complaint, the Client may lodge the complaint with the Bank's

supervisory authority, the CSSF, either by post to the following address: CSSF, 110, route d'Arlon, L-2991 Luxembourg, or via the form on the CSSF's website (www.cssf.lu).

12. LAW AND JURISDICTION

12.1 Your access to and use of the E-Banking, and our relationship with you arising out of or in connection with your access to and use of the E-Banking (whether in contract or otherwise) are subject to the law of Luxembourg. The courts in the judicial district of Luxembourg, Grand Duchy of Luxembourg, shall have sole jurisdiction, unless the Bank chooses to refer to the dispute before another appropriate jurisdiction, by virtue of the ordinary rules of procedure, in particular the rules on jurisdiction applicable under European legislation or the relevant agreement.

For all matters pertaining to performance of its relations with the Bank, the Client elects domicile in the jurisdiction of the Bank's head office.