

**CBC ACCOUNT AGREEMENT**

dated 17 April 2024

between

**ACHMEA SB COVERED BOND COMPANY II B.V.**

as CBC

and

**SOCIETE GÉNÉRALE S.A., AMSTERDAM BRANCH**

as CBC Account Bank

and

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND**

**COMPANY II**

as Security Trustee

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**Schedule 1** : Mandate by CBC

**Schedule 2** : General Conditions Société Générale

**THIS AGREEMENT** is dated 17 April 2024 and made between:

1. **ACHMEA SB COVERED BOND COMPANY II B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
2. **SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH**, a company incorporated under the laws of the French Republic and having its principal place of business at 29 Boulevard Haussmann, 75009, Paris, France, acting through its Amsterdam Branch, operating in the Netherlands, whose address is Amstelplein 1, 1096 HA Amsterdam, the Netherlands; and
3. **STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND COMPANY II**, a foundation (*stichting*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands.

**WHEREAS**

- A. The Issuer has decided to set up the Programme pursuant to which the Issuer will issue Covered Bonds from time to time.
- B. In connection with the Programme the CBC issues the Guarantee.
- C. Pursuant to the Guarantee Support Agreement, in consideration of the CBC issuing the Guarantee and so as to enable the CBC to meet its obligations under the Guarantee, the Issuer will transfer to the CBC Eligible Assets from time to time.
- D. The CBC Account Bank has, *inter alia*, agreed to accept moneys on deposit on the CBC Transaction Accounts, to make payments and to provide pre-determined rates of return thereon on the terms of and subject to the conditions of this Agreement.
- E. Pursuant to the Servicing Agreement the CBC has appointed the Servicer to administer the Mortgage Receivables and to collect moneys relating thereto and to make, on behalf of the CBC, the deposits on the CBC Transaction Accounts with the CBC Account Bank referred to herein.

- F. Pursuant to the Administration Agreement, the CBC has appointed Achmea Bank N.V. as Administrator to administer the CBC Transaction Accounts and Achmea Bank N.V. will in such capacity, *inter alia*, make withdrawals from and deposits to the CBC Transaction Accounts.

**IT IS AGREED** as follows.

## **1. INTERPRETATION**

- 1.1 In this Agreement (including its recitals), except in so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings as defined or construed in the master definitions agreement dated 17 April 2024 and signed by, amongst others, the parties to this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and of interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Agreement, unless otherwise provided herein. In the event of any conflict between the Master Definitions Agreement and this Agreement, this Agreement shall prevail.
- 1.2 The expression "**Agreement**" shall herein mean this CBC Account Agreement including the Schedules.
- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.
- 1.4 The Security Trustee has agreed to become a party to this Agreement only for the purpose of taking the benefit of certain provisions of this Agreement expressed to be for its benefit and for the better preservation and enforcement of its rights under the Pledge Agreements and, save as aforesaid, the Security Trustee shall assume no obligations or liabilities whatsoever to the CBC Account Bank or the CBC by virtue of the provisions hereof.

## **2. CBC TRANSACTION ACCOUNTS**

- 2.1 The CBC Account Bank hereby confirms that, on the instructions of the CBC, the cbc account with IBAN NL41SOGE0270226591 (the "**CBC Account**"), the reserve account with IBAN NL07SOGE0270226621 (the "**Reserve Account**") and the swap cash collateral account with IBAN NL29SOGE0270226613 (the "**Swap Cash Collateral Account**") (together the "**CBC Transaction Accounts**") have been opened in its books in the name of the CBC.
- 2.2 The CBC Account Bank acknowledges that it has received from the CBC a duly completed account mandate relating to the CBC Transaction Accounts substantially in the form set out in **Schedule 1** hereto.
- 2.3 In the event the CBC is obliged to open any other accounts than the CBC Transaction Accounts, the CBC Account Bank will, on the instructions of the CBC, open such new accounts under the terms of this Agreement in the name of the CBC (each an "**Other CBC Account**").

### **3. DEPOSITS AND WITHDRAWALS**

- 3.1 Subject to Clause 6 hereof, all moneys to be transferred to the CBC Transaction Accounts will be credited to the relevant CBC Transaction Account on and for value on the date of the transfer, provided that notice of such transfer is given by the Transferor or the Collection Foundation or, as the case may be, the CBC or any other party in accordance with Clause 6 of this Agreement to the CBC Account Bank at the latest by 10.00 a.m. Central European Time on the business day of the proposed transfer and that the CBC Account Bank receives the relevant transfer by means of electronic transfer by no later than 1.00 p.m. Central European Time on the Business Day specified in such notice as the date of the proposed transfer. If notice is given after 10.00 a.m. Central European Time or the CBC Account Bank receives the transfer after 1.00 p.m. Central European Time, the relevant transfer shall be effected for value the next Business Day after such notice, unless the CBC Account Bank is able to ensure value on the Business Day specified in such notice or transfer as the date of the proposed transfer. Indications of time mentioned in this Clause 3.1 and in Clause 3.2 may vary from time to time in accordance with variation of the common banking practice in the Netherlands. The CBC Account Bank shall promptly notify the CBC of such variation.
- 3.2 The CBC Account Bank acknowledges that the CBC (or the Administrator

on its behalf) may retrieve from any of the CBC Transaction Accounts by way of withdrawal certain amounts on certain dates subject to the terms of this Agreement. The CBC hereby agrees with the Security Trustee to retrieve such amounts only upon and subject to the terms of the Trust Deed and this Agreement. Subject to Clause 6 hereof, each withdrawal of moneys from any of the CBC Transaction Accounts shall be made upon giving a notice before 10.00 a.m. Central European Time on the Business Day prior to the day such notice is to take effect on and for value on such day, but no such withdrawal shall be made unless the CBC Account Bank is instructed to, and does, transfer any such moneys directly to the account and/or payee specified for such purpose by the CBC (or the Administrator on its behalf). The notice given by the CBC (or the Administrator on its behalf) shall specify the amount to be transferred to such account and/or payee.

- 3.3 Notwithstanding any of the foregoing, the CBC (or the Administrator on its behalf) shall never be entitled to withdraw any amount exceeding the respective credit balance of each of the CBC Transaction Accounts at the time of withdrawal. The CBC hereby agrees with the Security Trustee to only apply the amounts standing to the balance of each of the CBC Transaction Accounts in accordance with the provisions of the Trust Deed and the Security Trustee Rights Pledge Agreement.
- 3.4 The CBC Account Bank shall provide that each of the CBC and the Administrator access to its electronic banking system, which enables it to view (i) all debit and credit transactions in respect of such CBC Transaction Accounts in real time and (ii) the balance of each of the CBC Transaction Accounts. If the Security Trustee so requires, the CBC Account Bank shall ensure that the Security Trustee shall have access to the electronic banking system.

#### **4. INTEREST, FEES AND COSTS**

- 4.1 Each of the CBC Transaction Accounts Funds shall carry a rate of interest equal to the CBC Transaction Accounts Interest Rate, on the basis of actual days elapsed and a 360 day year.
- 4.2 The CBC Account Bank shall pay interest accrued in accordance with Clause 4.1 hereof on the CBC Transaction Accounts Funds in respect of each CBC Account Bank Period in arrear by crediting the relevant CBC Transaction Accounts with the amounts thereof, on and for value on the CBC Payment

Date immediately succeeding such CBC Account Bank Period or on such earlier date as the whole of the CBC Transaction Accounts Funds are withdrawn from the relevant CBC Transaction Account pursuant to Clause 5 below.

- 4.3 In the event that the interest rate on any of the CBC Transaction Accounts is lower than zero, the CBC shall pay such interest accrued in accordance with this Clause 4 to the CBC Account Bank in arrears on the relevant CBC Payment Date.
- 4.4 All payments by the CBC Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise whatsoever), unless the deduction or withholding is required by applicable law and the deduction or withholding involves amounts payable on the basis of this Agreement only, in which event the CBC Account Bank shall:
- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
  - (b) pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding;
  - (c) use its reasonable endeavours to furnish to the CBC, within the period for payments permitted by the relevant law, either:
    - i. an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
    - ii. if no such receipt is issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding issued by itself; and
  - (d) repay to the relevant CBC Transaction Account any refunds or repayments by the relevant authorities in relation to such deduction or withholding.

## **5. FINAL REPAYMENT**

Upon termination or expiry of this Agreement pursuant to Clause 7, the CBC Account Bank shall immediately repay to the CBC the CBC Transaction Accounts Funds (in each case) with interest accrued thereon (and not previously withdrawn) to (but excluding) the date of actual repayment, such repayment being effected by means of a transfer direct to the then specified account of the CBC.

## 6. PROCEDURES

Notice of transfers or withdrawals to or from any of the CBC Transaction Accounts shall be given by e-mail or e-banking in accordance with the requirements agreed among the parties by the persons referred to in the mandate provided by the CBC to the CBC Account Bank on the date hereof substantially in the form set out in **Schedule 1** hereto.

## 7. TERM, TERMINATION AND REPLACEMENT

7.1 Subject as provided in Clause 7.2, this Agreement shall commence on the date hereof and continue until 12:00 p.m. Central European Time of the date on which all of the Covered Bonds have been redeemed or written off in full and all other payment obligations under the Transaction Documents of the CBC have been fulfilled, provided that the CBC has sent a written notification thereof to the CBC Account Bank.

7.2 The CBC may at any time (but, if prior to the date on which the Covered Bonds are redeemed or written off in full, only with the prior written consent of the Security Trustee), by written notice terminate this Agreement with immediate effect, in respect of Clause 7.2(c) subject to Clause 7.3, upon the occurrence of any of the following events:

- (a) the CBC Account Bank is in breach of any of the representations and warranties set out in Clause 8; or
- (b) the CBC Account Bank takes any corporate action or other steps are taken or legal proceedings are initiated or threatened against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or any analogous proceedings under any applicable law; or
- (c) at any time the Credit Rating of the CBC Account Bank falls below the Requisite Credit Rating or such rating is withdrawn; or



- (d) the CBC Account Bank becomes involved in negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general composition for the benefit of its creditors (*buitengerechtigd akkoord*) or any analogous proceedings under any applicable law; or
- (e) the CBC Account Bank has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its bankruptcy (*faillissement*) or has been subjected to any intervention, recovery or resolution measure pursuant to the BRRD, the SRM Regulation or the Wft, as applicable, or for becoming subject to any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets (*bewindvoerder aangesteld*); or
- (f) the CBC Account Bank ceases to carry on all its business or such a substantial part of its business which has a material adverse effect on the performance of the CBC Account Bank under this Agreement; or
- (g) the CBC Account Bank fails to perform any material obligation under this Agreement for a period of fifteen (15) calendar days after written notice by the CBC or the Security Trustee, unless such failure is remedied within such period.

7.3 If an event as set forth in Clause 7.2(c) has occurred, the CBC Account Bank shall use its best efforts to, within sixty (60) calendar days of such downgrade or withdrawal, (a) transfer the balance standing to the credit of the relevant CBC Transaction Accounts to an alternative CBC account bank having at least the Requisite Credit Rating, (b) obtain a third party with at least the Requisite Credit Rating to guarantee the obligations of the CBC Account Bank, or (c) find another solution so that the then current rating of the Covered Bonds are not adversely affected as a result thereof. Following such sixty (60) calendar day period, the CBC may at any time (but, if prior to the date on which the Covered Bonds are redeemed or written off in full, only with the prior written consent of the Security Trustee), by not less than ten (10) calendar day's notice to the CBC Account Bank, terminate this Agreement with effect from the expiry date of such notice.

7.4 The CBC may terminate this Agreement at any time on giving not less than sixty (60) calendar days' written notice to the other party (such notice to be

copied to the Security Trustee), provided that such termination shall not take effect until such time as a bank licensed to act as a bank in the Netherlands under the Wft or any similar applicable laws, which has a rating of at least equal to the Requisite Credit Rating, has entered into an agreement with the CBC and the Security Trustee on terms that are, in the opinion of the Security Trustee, no less favourable to the CBC than this Agreement (taking into account the then prevailing market conditions) and opened accounts in the name of the CBC for the purposes of accepting deposits pursuant to such agreement.

- 7.5 Any termination of this Agreement shall be without prejudice to the accrued rights of each of the parties hereto in respect of any antecedent breach by any of the other parties hereto of any of the provisions of this Agreement.
- 7.6 At any time after the delivery by the Security Trustee of an Enforcement Notice, the Security Trustee may (by not less than one (1) Business Day prior written notice to the Issuer Account Bank) terminate this Agreement with effect from the expiry of such notice.
- 7.7 Each of the parties shall bear their own costs and expenses incurred by it as a result of any termination of this Agreement pursuant to this Clause. For the avoidance of doubt, the CBC Account Bank shall not bear the costs and expenses of an alternative CBC account bank as referred to in Clause 7.3 under (a) above, including but not limited to the value of the difference between the interest payable by the CBC Account Bank and the interest to be paid by such alternative CBC account bank and any legal expenses in connection with the transfer of the CBC Transaction Accounts to such alternative CBC account bank.

## **8. REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS**

- 8.1 The CBC Account Bank represents and warrants to the CBC and the Security Trustee at the date hereof as follows:
- (a) it has been duly incorporated and validly exists under its jurisdiction of incorporation and it is duly licensed to act as a bank in the Netherlands within the meaning of the Wft;
  - (b) the constitutive documents establishing and regulating it include the provisions which give it power, and all necessary corporate authority

has been obtained and action taken, for it to sign and deliver, and perform the transactions contemplated in this Agreement and the agreements entered into in connection herewith and this Agreement and any agreement entered into in connection herewith constitute valid, legal and binding obligations of it;

- (c) neither the signing and delivery of this Agreement nor the performance of any of the transactions contemplated in it does or will contravene or constitute a default under, or cause to be exceeded any limitation on it or the powers of its directors imposed by or contained in, (i) any law by which it or any of its assets is bound or affected, or (ii) the constitutional documents which establish and regulate it, or (iii) as far as it is aware any agreement to which it is a party or by which any of its assets is bound;
- (d) it has duly obtained or made each authorisation, approval, consent, licence, exemption or registration required on its part of or in connection with the execution and performance of this Agreement and any matters contemplated thereby and such authorisation, approval, consent, licence, exemption or registration in full force and effect;
- (e) as far as it is aware, no litigation, arbitration or administrative proceedings has been instituted, or is pending or to the best of its knowledge threatened which might have a Material Adverse Effect on it or its ability to perform its obligations under this Agreement;
- (f) none of the events set forth under Clause 7.2 has occurred and is continuing; and
- (g) the CBC Account Bank satisfies at least the Requisite Credit Rating.

8.2 The CBC Account Bank undertakes to notify the CBC and Security Trustee immediately if, at any time during the term of this Agreement, any of the statements contained in Clause 8.1 is untrue and/or incorrect.

8.3 The CBC Account Bank undertakes to use reasonable endeavours to obtain, comply with the terms of, and to take appropriate steps to maintain in full force and effect all authorisations, approvals, licences and consents required in or by any applicable law for the performance of its obligations hereunder and under any of the Transaction Documents to which it is a party.

## **9. INFORMATION**

9.1 The CBC undertakes not to supply to the CBC Account Bank any personal data or sensitive data, whether relating to such party, its personnel, customers or other data subjects, except to the extent that it is required to provide such information in order to comply with Applicable Law. For the purposes of this paragraph "data subject", "personal data" and "sensitive data" each have the meaning given to them in the General Data Protection Regulation.

9.2 The CBC Account Bank will treat information relating to or provided by the CBC as confidential. Unless consent is prohibited by law the CBC consents to the processing, transfer and disclosure by the CBC Account Bank, where necessary (and subject to compliance with Applicable Law), of any information relating to or provided by the CBC (including banking secrets, personal data and other confidential information) to any Authorised Recipients, for confidential use in connection with this Agreement. The CBC Account Bank shall ensure that an Authorised Recipient may and will only transfer and disclose any such information as is required or requested by any court, legal process, Applicable Law or Authority, including an auditor of the CBC and including any payor or payee as required by Applicable Law, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system. The CBC Account Bank shall ensure that each Authorised Recipient to which it provides such confidential information is aware that such information is confidential and should be treated accordingly.

9.3 The CBC represents that it has provided to and secured from any person regarding whom it has provided information (including any personal data) to the CBC Account Bank any notices, consents and waivers necessary to permit the processing, transfer and disclosure of that information as permitted by this Clause and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information (including any personal data) to the CBC Account Bank in the future.

## **10. WAIVER OF SET-OFF, RETENTION AND PLEDGE**

10.1 Without prejudice to Clause 4.3, the CBC Account Bank hereby undertakes with the CBC and the Security Trustee not to exercise or claim any right of set-off or counterclaim or purport to set-off or counterclaim (any of), or

combination or consolidation of accounts in respect of any of the CBC Transaction Accounts and/or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof, whether or not arising by law and the CBC Account Bank hereby waives the applicability of any provisions of the General Conditions Société Générale that would create such right.

10.2 The CBC Account Bank hereby waives in advance any and all rights of suspension and retention, in respect of any of the CBC Transaction Accounts and/or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof.

10.3 The CBC Account Bank hereby releases and releases in advance any security right, including without limitation a right of pledge, it holds (or might hold) in respect of the CBC Transaction Accounts or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof and the CBC Account Bank hereby waives the applicability of any provisions of the General Conditions Société Générale that would create such right.

10.4 The CBC Account Bank hereby gives its consent to the CBC to pledge the CBC Account Rights in accordance with the Transaction Documents.

## **11. ASSIGNMENT AND THE SECURITY TRUSTEE**

11.1 Without prejudice to the rights of pledge created under the Security Trustee Rights Pledge Agreement, neither the CBC nor the CBC Account Bank may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other and, in either case, the Security Trustee.

11.2 Upon receiving written notice from the Security Trustee to the effect that the CBC Account Bank shall only, following receipt of such notice, act in relation to any of the CBC Transaction Accounts and this Agreement in accordance with the directions of the Security Trustee, the CBC Account Bank confirms that it shall only comply with the directions of the Security Trustee.

11.3 The CBC Account Bank shall provide to the Security Trustee such information and evidence in respect of any dealing between the CBC (or the Administrator on its behalf) and the CBC Account Bank under this

Agreement or otherwise as the Security Trustee may reasonably request and the CBC hereby waives any right or duty of confidentiality which it may have or which may be owed to it by the CBC Account Bank in respect of such information and evidence, except that the CBC is still bound by clause 5 (*Confidentiality*) of the Master Definitions Agreement.

## 12. ACKNOWLEDGEMENT

The CBC has appointed the Administrator as its agent to administer, *inter alia*, the CBC's rights and obligations under this Agreement. The CBC agrees and confirms that the CBC Account Bank may and the CBC Account Bank agrees and confirms that it will, unless otherwise notified by the CBC or the Security Trustee, act in accordance with instructions given by the Administrator, on behalf of the CBC in the administration and operation of each of the CBC Transaction Accounts under this Agreement, such instructions to be given by authorised representatives as represented in the signatory list of the Administrator set out in the duly completed account mandate relating to each of the Transaction Accounts substantially in the form set out in **Schedule 1** hereto as being authorised so to act. Any notice to be given to the CBC will also be given to the Administrator.

## 13. GENERAL CONDITIONS SOCIÉTÉ GÉNÉRALE

13.1 Subject to the provisions of Clause 10, the General Conditions Société Générale (substantially in the form set out in **Schedule 2** hereto) are applicable to the relationship between the CBC, the CBC Account Bank and the Security Trustee pursuant to this Agreement. In the event of a conflict between the General Conditions Société Générale and the provisions of this Agreement, the provisions of this Agreement shall prevail, including, for the avoidance of doubt, Clause 15.

13.2 If at any time any amendments and/or additions are made to the General Conditions Société Générale, which would (i) affect any provision of the CBC Account Agreement and/or (ii) be detrimental to the interest of the CBC and/or the Security Trustee under this CBC Account Agreement, such amendments and/or additions will not apply to this CBC Account Agreement unless agreed in writing with the CBC and the Security Trustee.

## 14. NO DISSOLUTION, NO NULLIFICATION

To the extent permitted by law, the parties hereby waive their rights pursuant to Articles 6:265 to 6:272 inclusive of the Dutch Civil Code to dissolve (*ontbinden*), or demand in legal proceedings the dissolution (*ontbinding*) of, this Agreement. Furthermore, to the extent permitted by law, the parties hereby waive their rights under Article 6:228 of the Dutch Civil Code to nullify, or demand in legal proceedings the nullification of, this Agreement on the ground of error (*dwalig*).

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement, including Clause 15.2 hereof, shall be governed by and construed in accordance with Dutch law.
- 15.2 Any disputes arising out of or in connection with this Agreement including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Agreement, shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

*(signature page follows)*

**SIGNATURES**

**ACHMEA SB COVERED BOND COMPANY II B.V.**  
Intertrust Management B.V. - Managing Director



---

by : Diederick Slotboom  
title : Proxyholder



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by : Peter van der Linden  
title: Proxyholder

**SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH**

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by :  
title :

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND  
COMPANY II**

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by :  
title :



16  
Achmea Retained CB Programme  
CBC Account Agreement  
Execution copy

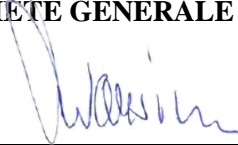
**SIGNATURES**

**ACHMEA SB COVERED BOND COMPANY II B.V.**

\_\_\_\_\_  
by :  
title :

\_\_\_\_\_  
by :  
title:

**SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH**



\_\_\_\_\_  
by : R.J.M. Wansink  
title : Director

\_\_\_\_\_  
C. van Zelm  
Director

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND  
COMPANY II**

\_\_\_\_\_  
by :  
title :



16  
Achmea Retained CB Programme  
CBC Account Agreement  
Execution copy

**SIGNATURES**

**ACHMEA SB COVERED BOND COMPANY II B.V.**

\_\_\_\_\_  
by :  
title :

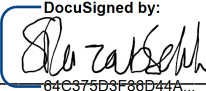
\_\_\_\_\_  
by :  
title:


**SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH**

\_\_\_\_\_  
by :  
title :

**STICHTING SECURITY TRUSTEE ACHMEA SB COVERED BOND  
COMPANY II**

Erevia B.V

DocuSigned by:  
  
64C375D3F88D44A...  
by : Sheila Razab-Sekh  
title : Proxy Holder A

DocuSigned by:  
  
7430076184774B1...  
Daniel Mohlmann  
Proxy Holder B

**SCHEDULE 1**

**FORM OF MANDATE BY CBC**

The undersigned:

**ACHMEA SB COVERED BOND COMPANY II B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Dutch law and established in Amsterdam, the Netherlands (the "**CBC**"), duly represented by its sole managing director Intertrust Management B.V.;

hereby resolves:

to give a power of attorney to each of the persons listed from time to time in the extracts of the Chamber of Commerce (*Kamer van Koophandel*) in accordance with the authorisations mentioned therein, as a director or proxy holder in respect of the Director of the CBC and the Back-Up Administrator (until such person is no longer listed in the extract) (which persons are, on the date of the mandate, as listed in the **annex** to this mandate), to represent the CBC in debiting and crediting and generally disposing over any funds in the bank account with IBAN: NL41SOGE0270226591 (the "**CBC Account**"), the bank account with IBAN: NL07SOGE0270226621 (the "**Reserve Account**") and the bank account with IBAN: NL29SOGE0270226613 (the "**Swap Cash Collateral Account**"), held with Société Générale S.A., Amsterdam Branch as CBC Account Bank, in accordance with the provisions of the CBC Account Agreement between the CBC, the CBC Account Bank and Stichting Security Achmea Covered Bond SB Company II dated 17 April 2024.

Signed in Amsterdam on 17 April 2024.

**ACHMEA SB COVERED BOND COMPANY II B.V.**

by : Intertrust Management B.V.

title : Managing Director

by :

title :

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Achmea Retained CB Programme

CBC Account Agreement

Execution copy

**ANNEX**

**Extract of the trade register of the Chamber of Commerce of Intertrust  
Management B.V. & extract of the trade register of the Chamber of  
Commerce of Intertrust Administrative Services B.V.**

**SCHEDULE 2**

**GENERAL CONDITIONS SOCIÉTÉ GÉNÉRALE**

# Account Opening Documentation

## **GENERAL INFORMATION**

This pack includes the applicable terms and conditions (the “Harmonised Business Conditions”) and the generic forms for opening an Account with the Bank. The Harmonised Business Conditions, including the applicable Country Conditions and Deposit Guarantee Scheme Annex, together with the Pricing Conditions and the forms in this pack, including the Company Information, Accounts Selection, Accounts Information, Signature Card, Legal Representative Information, Agreement Acceptance Form and all other appendices and forms attached, form the agreement between you and the Bank regarding the provision of Services (the “Agreement”). Please review the Harmonised Business Conditions, complete all forms, sign the Agreement Acceptance Form and other relevant forms and return them to the Bank. Unless indicated otherwise, capitalised terms in the Agreement shall have the meaning as ascribed thereto in the Harmonised Business Conditions.

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**COMPANY INFORMATION**

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**1.1 – GENERAL INFORMATION**

Legal name: .....

Legal form: .....

Country of registration / incorporation: .....

Registration / incorporation number: ..... Date: 

Tax identification number:  .....

Business trading name: .....

Legal address: .....

Post / ZIP code: ..... Town: .....

State / province: .....

Country: .....

Main email address: .....

**1.2 – CONTACTS**

**CONTACT 1**

Name: .....

Function / position:  .....


Telephone number: { ..... }

Fax number: { ..... }

Email: .....

**CONTACT 2**

Name: .....

Function / position:  .....

Telephone number: { ..... }

Fax number: { ..... }

Email: .....

**Address for correspondence / branch pursuing the activity (if different from above)**

.....

Post / ZIP code: ..... Town: .....

State / province: .....

Country: .....

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**AUSTRIA**  
SOCIETE GENERALE  
ZWEIGNIEDERLASSUNG

ACCOUNTS  SELECT

**BELGIUM**  
SOCIETE GENERALE  
BELGIAN BRANCH

ACCOUNTS  SELECT

**CZECH REPUBLIC**  
KOMERČNÍ BANKA

ACCOUNTS  SELECT

**FRANCE**  
SOCIETE GENERALE S.A.

ACCOUNTS  SELECT

**GERMANY**  
SOCIETE GENERALE  
FRANKFURT BRANCH

ACCOUNTS  SELECT

**ITALY**  
SOCIETE GENERALE  
MILAN BRANCH

ACCOUNTS  SELECT

**LUXEMBOURG**  
SOCIETE GENERALE  
BANK & TRUST

ACCOUNTS  SELECT

**NETHERLANDS**  
SOCIETE GENERALE  
AMSTERDAM BRANCH

ACCOUNTS  SELECT

**POLAND**  
SOCIETE GENERALE  
WARSAW BRANCH

ACCOUNTS  SELECT

**ROMANIA**  
BRD  
SOCIETE GENERALE GROUP

ACCOUNTS  SELECT

**SLOVAKIA**  
KB BRATISLAVA  
SOCIETE GENERALE GROUP

ACCOUNTS  SELECT

**SPAIN**  
SOCIETE GENERALE  
SUCCURSAL EN ESPANA

ACCOUNTS  SELECT

**SWITZERLAND**  
SOCIETE GENERALE  
PARIS, ZURICH BRANCH

ACCOUNTS  SELECT

**UNITED KINGDOM**  
SOCIETE GENERALE  
LONDON BRANCH

ACCOUNTS  SELECT

**UNITED STATES OF AMERICA**  
SOCIETE GENERALE  
NEW YORK BRANCH

ACCOUNTS  SELECT



SUBMIT



RESET PAGE



ACCOUNTS INFORMATION - **NETHERLANDS**

BIC: SOGENL2AXXX

**NUMBER OF ACCOUNTS**

**REFERENCE: NL1**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL2**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL3**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL4**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL5**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL6**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL7**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL8**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL9**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL10**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL11**

Currency (ISO code)

Statements:  Paper  Electronic banking channels

Frequency

IBAN / account number

**REFERENCE: NL12**

Currency (ISO code)

Statements:  Paper  Electronic banking channels











Frequency











IBAN / account number



**LEGAL REPRESENTATIVES INFORMATION**

The persons authorised to sign the Agreement Acceptance Form and the Signature Card on behalf of the Client.

Name and surname	
Specimen signature	
Private address	
ID card/Passport number	
PESEL number	
Date of birth	
Place of birth	
Nationality	
Email	
Telephone number	
Function / position	
Tax ID	
POA number	
POA date	

Name and surname	
Specimen signature	
Private address	
ID card/Passport number	
PESEL number	
Date of birth	
Place of birth	
Nationality	
Email	
Telephone number	
Function / position	
Tax ID	
POA number	
POA date	



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**AGREEMENT ACCEPTANCE FORM**

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Legal name of the Client: .....

By executing this Agreement Acceptance Form each of the signatories below acknowledges on behalf of the Client the receipt of and agrees on behalf of the Client to all of the terms and conditions contained within the Agreement which apply to the provision of each Service by each Bank that provides such Service (and no other branch or entity of the SG Group).

The signatories acknowledge that the following documents are part of the Agreement and apply to the provision of each Service by each Bank:

- this Agreement Acceptance Form, the Company Information, Accounts Selection, Accounts Information, Signature Card, Legal Representative Information and all other appendices and forms attached to the Account Opening Documentation;
- the Pricing Conditions; and
- the Harmonised Business Conditions, including the applicable Country Conditions and Deposit Guarantee Scheme Annex

Each of the signatories below confirms that:

1. the Client has taken all necessary action to authorise the entry into and performance of the Agreement;
2. he/she has the necessary capacity and authority to sign this Agreement Acceptance Form on behalf of the Client;
3. all information and documentation provided to each Bank pursuant to or in connection with the Agreement is complete, true and correct; and
4. the completed Signature Card accurately reflects the Client's intention to operate the Accounts it from time-to-time may hold with each Bank including in respect of the individuals authorised to operate those Accounts and any conditions to such operation, without prejudice to any other special powers otherwise granted and filed with the Bank regarding such Accounts.

To the extent permitted by applicable law and regulations, the Client waives any bank secrecy (if applicable) and consents to the obtaining, transferring, processing and disclosure of data, including personal data, by the Bank for the purposes and in the manner as stipulated in the Harmonised Business Conditions and applicable Country Conditions

For and on behalf of the Client

Name: .....

Name: .....

Signature: .....

Signature: .....

Date: [.....]

Date: [.....]

---

**INDEMNITY FORM - SOCIETE GENERALE NETHERLANDS****INDEMNITY FOR FACSIMILE / E-MAIL INSTRUCTIONS****FROM:** (hereinafter referred to as the "Client")**TO :**(hereinafter referred to as the "Bank")**Company name:** .....**Name of the branch:** SOCIETE GENERALE S.A., AMSTERDAM BRANCH**Address:** .....**Address:** REMBRANDT TOWER 13TH FLOOR, AMSTELPLEIN 1**Post Code:** .....**Post code:** 1096 HA**City:** .....**City:** AMSTERDAM**Country:** .....**Country:** THE NETHERLANDS**Number in the relevant register:** .....**Place:** .....**Date:** .....

- 1) We hereby declare that we agree to transmitting payment instructions to the debit of our accounts held with the Bank by fax or e-mail in the form described below.
- 2) We declare that our payment instructions will have the form of duly signed <sup>1)</sup> and scanned payment instructions forms and will be sent to the following fax number or email address of the Bank:  
Fax: +31 20 463 53 58  
E-mail: ccmservices.amsterdam@sgcib.com  
Provided that for the same instruction of payment only one communication channel is used.
- 3) We acknowledge that the Bank will accept only those payment instructions that are sent and received according to the rules in this Declaration and also which fulfil the requirements for payment instructions resulting from the account agreement concluded by us, subject to point 5 below.
- 4) We declare that we are fully responsible for the content and effects of payment instructions in the form described above, made in line with the principles described in this Declaration and we acknowledge the right of the Bank to refuse to execute the instructions of payment that do not meet the requirements set out in the Declaration and requirements resulting from the account agreement concluded by us, including in the case described in point 6 below.
- 5) We declare that we agree for the Bank's employee to contact the persons listed below at the specified telephone numbers in order to obtain a confirmation for the Bank of the payment instruction sent to the Bank in the form specified above, for the amount exceeding EUR 5,000.00 or its equivalent in another currency.
- 6) We acknowledge that three failed attempts to confirm by telephone that the payment instruction sent had the form and content specified above, made at the latest by 12:00 noon on the business day following the date of delivering the payment instruction to the Bank, will result in an automatic rejection of the payment instruction.
- 7) This Declaration replaces declarations filed by us previously in the scope of delivering payment instructions to the Bank by fax or e-mail.
- 8) In case of change of persons listed in the table below we undertake to replace the Declaration with a new one, including an updated list of persons. Until the date of receipt by the Bank of a new declaration, the confirmation referred to in point 5 above will be made with the persons listed below.

**NAME AND SURNAME****TELEPHONE**

1) .....

.....

2) .....

.....

3) .....

.....

**The Client represented by:**Mr  Ms 

Surname, First name of the (1st) legal representative

Company's stamp and signature of the (1st) Client legal representative

**The Client represented by:**Mr  Ms 

Surname, First name of the (1st) legal representative

Company's stamp and signature of the (1st) Client legal representative

**Position of the signatory(ies)**

1st: .....

2nd: .....

Done in: .....

on: .....

<sup>1</sup> Signatures conform to the Specimen Signature Card file with the Bank.

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**PART I – GENERAL PART**

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**1 – SCOPE AND APPLICABILITY**

**1.1** These Harmonised Business Conditions, including the relevant Country Conditions and the Deposit Guarantee Scheme Annex, the applicable Pricing Conditions and the Services Application Form (together the "Agreement") govern the provision of Services as subscribed to by the Client.

**1.2** In the event of any conflict between any part of the Agreement the descending order of priority between the documents listed below will be as follows:

- i)** Services Application Form;
- ii)** Part II – Account and payment services of the Harmonised Business Conditions;
- iii)** Part I – General part of the Harmonised Business Conditions.

In the event of any conflict between any part of the Harmonised Business Conditions and the Country Conditions, the Country Conditions shall prevail. In case of any inconsistency between a translation and the English version of the Agreement, Client expressly agrees that the English version shall prevail.

**1.3** To the extent relevant and permissible under any applicable law, the Client agrees that a Service shall be deemed to be provided in the jurisdiction in which the Bank is located.

**1.4** Capitalised terms in the Agreement shall have the meaning as ascribed thereto in Clause 18.

**2 – INFORMATION REQUIREMENTS AND COMPLIANCE WITH LAWS**

**2.1** The Client (a) shall comply with all applicable laws and regulations, including Sanctions regulations, and (b) agrees to provide to the Bank when opening an Account, prior to the providing of a Service and at any time thereafter, all information and documents the Bank requires to:

- i)** comply with any law, regulation or the Bank's internal policies, including but not limited to all know-your-customer, anti-money laundering, anti-terrorist financing and Sanctions regulations;
- ii)** check and verify the Client's activities and objectives and the identity, authorisation and signature of the Client and Authorised Persons;
- iii)** comply with requests from local and foreign authorities;
- iv)** comply with requirements from tax laws and regulations, including those which require the Bank to collect information about the Client's tax residence and status (e.g. FATCA).

**2.2** The Bank may require that documents are presented to the Bank with a certified translation into a language as specified by the Bank.

**2.3** The Client may use a specific Service only after all required information and documents have been provided and the Bank has completed the technical set-up (including IT tests). If the Client does not provide all the required information and documents the Bank might not be able to proceed with the opening of the Account, to perform any transaction or to provide a specific Service and the Bank reserves the right to terminate the Agreement or a specific Service.

**2.4** The Client must promptly inform the Bank of any relevant changes to the information and documents previously provided. Without prejudice to any other right of the Bank, if the Client does not notify the Bank of any relevant change, the Bank is entitled to rely on information and documents previously supplied by the Client.

**3 – ANTI-MONEY LAUNDERING, FIGHT AGAINST THE FINANCING OF TERRORISM AND SANCTIONS**

**3.1** In addition to Clause 2, in order to comply with banking regulations such as anti money-laundering, combating terrorist financing and Sanctions, the Bank may, if it considers that any of the Client's transactions or operations are inconsistent in the context of the Bank's current knowledge about the Client or in case of suspicious or unusual transactions,

**3.2**, be prompted to request information from the Client or, when applicable, its agent or beneficial owner, about the origin or destination of funds, the purpose and nature of the transaction and the identity of the person(s) benefiting from them. The Client undertakes to provide the Bank with all required information and immediately notify the Bank of any changes in the information previously provided. If necessary, the Bank reserves the right to reject the transaction or terminate the Agreement or specific Service.

**3.3** The Client acknowledges that the Bank may hold, freeze, refuse or reverse any operations related to an action the Bank believes is or may be illicit or illegal in accordance with the laws and regulations applicable to the Bank or the Client, or affecting their activities.

**3.4** The Client confirms that neither it, nor any of its Affiliates, nor, to its knowledge, any director, officer, agent or employee of the Client or of any of its Affiliates is a Sanctioned Person. If the Client, or any of its Affiliates, or to its knowledge, any director, officer, agent or employee of the Client or of any of its Affiliates becomes a Sanctioned Person, the Bank may, without prejudice to any of its other rights under the Agreement:

- i)** refrain from executing or suspend the provision of a Service or any transaction initiated by the Client;
- ii)** require repayment of all funds owed by the Client under the Agreement; and/or
- iii)** terminate the Agreement with the Client.

**4 – CLIENT STATUS**

**4.1** The Client represents that it is not a consumer or micro-enterprise (as defined in the Payment Services Directive (Directive 2015/2366/EC of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market)) and that all Services shall only be used for purposes relating to the Client's profession, trade or business. The Client shall immediately inform the Bank if at any time the Client becomes a consumer or a micro-enterprise.

**4.2** To the fullest extent permitted by applicable law and regulation, the Client, as corporate client, agrees that any provisions of law that may otherwise be deemed applicable to the Agreement, but that may be disapplied for corporate clients, will be so disapplied.

**5 – COMMUNICATION AND INSTRUCTIONS**

**5.1** The Bank has the right to communicate with the Client in writing, by facsimile, by telephone, verbally or electronically. Correspondence addressed to the Client is sent to the address designated by the Client for this purpose in writing, or, failing any such designation, to its registered address. The Client shall notify the Bank immediately of any change of address or contact details.

**5.2** Unless otherwise agreed, the Client expressly agrees that all communication between the Bank and the Client will be in English or, at the Bank's discretion, in the language of the jurisdiction of the Bank.

**5.3** Without prejudice to Clause 14.3, the Bank is entitled to request a written, oral or other confirmation before complying with any Instruction initiated and/or transmitted via a method other than via a secure online banking channel of, or approved by, the Bank.

**5.4** The Client acknowledges and expressly agrees that the Bank may record on a durable medium the content of any communication (e.g. telephone conversations, internet discussions, e-mails, data related to payment systems etc.) between the Client or any Authorised Person and the Bank, to assist in the processing and verification of Instructions, retention of evidence, monitoring of services and prevention of fraud or errors.

**5.5** Each Instruction shall be in a form and format as required by the Bank. The Bank may refuse to accept or execute any Instruction that is not received in the required form or format.

**5.6** Without prejudice to Clause 5.1, the Client agrees that the Agreement and all other documents, information and conditions concerning the Services, and any amendments to such documents, may be provided to the Client by electronic means. The Client expressly authorises the use by the Bank of an internet link, where the documents, information or conditions are made available and downloadable, as a valid and sufficient means of communication.

**6 – FEES, INTEREST AND COSTS**

**6.1** The Client agrees to pay the fees, costs, charges, interest, margins and exchange rates for the applicable Services as specified by the Bank in the Pricing Conditions. The Client will also have to pay any third-party fees and costs charged to the Bank in relation to the applicable Services. The Bank may amend the Pricing Conditions in accordance with Clause 15.

**6.2** The Bank will only credit interest to an Account that the Bank and the Client have agreed to be interest bearing. The Client is obliged to pay debit interest on the amount of any negative balance on any Account. When the debit interest is composed of a reference rate and a margin, and the reference rate is negative, the reference rate will be considered to be zero and only the margin will be applicable. In the event that the credit interest rate is negative, the Client is obliged to pay either interest or a fee (as set out by the Bank in the Pricing Conditions or communicated to the Client by the Bank in writing or electronically) for maintaining a credit balance.

**6.3** If the Client fails to pay any amount due, including in relation to an unauthorised debit balance on any Account, the Bank is entitled to charge default interest, to the extent permitted by applicable law and regulation. An unauthorised debit balance is immediately due and payable without prior written notice being required.

**6.4** All sums owed to the Bank by the Client will be debited from the Account specified by the Client from time to time. If the Client does not specify an Account for this purpose, or the balance of the designated Account is insufficient, all sums owed to the Bank may be debited from any other account of the Client with the Bank, irrespective of the balance on such account and irrespective of whether this would generate an authorised or unauthorised debit balance.

**6.5** All payments to be made by the Client to the Bank shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**6.6** Unless explicitly indicated otherwise, all amounts are exclusive of any value added tax or equivalent tax. If value added tax is chargeable, the Client shall pay this to the Bank.

**6.7** The Client acknowledges that the Bank may be required by applicable law or regulation to collect from the Client taxes, levies or similar charges on payments made to the Client or in respect of transactions entered into by the Client. If the Client is required to withhold or deduct any amount from any sum payable to the Bank, the Client will pay such additional amounts as may be needed for the Bank to receive the full amount had no such withholding or deduction been required.

## **7 – COLLATERAL FOR THE BANK**

**7.1** The Client undertakes to grant a Security Interest, and herewith grants a Security Interest over all:

**i)** present and future claims the Client now or at any time in the future has or acquires against the Bank, and

**ii)** assets, financial instruments, documents and monies or other goods held for or on behalf of the Client by the Bank or by a third party on behalf of the Bank, as security for all present and future amounts, whether or not contingent, the Client owes or will owe to the Bank at any given moment, howsoever arisen. The Bank herewith accepts such Security Interest.

**7.2** The Client herewith grants the Bank an irrevocable power of attorney (with the right of delegation) to create and perfect on behalf of the Client a Security Interest to the Bank over all claims, assets, financial instruments, documents and monies or other goods as indicated in Clause 7.1 above.

**7.3** The Client represents and warrants that it is entitled to grant and create the Security Interest as indicated in this Clause 7 and that all the assets, financial instruments, documents and monies and other goods are free of any rights and claims of any third party, either now or in the future, unless the Bank has explicitly agreed otherwise.

**7.4** Subject to applicable law, the Client undertakes to provide the Bank immediately upon request additional collateral, in a form, format, level and with the signing of such documents and agreements as required by the Bank, for all existing and future amounts that the Client owes the Bank.

## **8 – RIGHT OF SET-OFF OF THE BANK**

**8.1** To the extent permitted by applicable law and regulation, the Bank shall at all times be entitled to set-off any amount owed by the Client to the Bank, whether or not due and payable and whether or not contingent, against any amount owed by the Bank to the Client, whether or not due and payable and whether or not contingent, regardless of the currency in which such amounts are denominated or the law governing such obligation. Amounts in different currencies are set-off at the exchange rate as at the date of set-off as determined by the Bank and published or made otherwise accessible to the Client.

**8.2** The Bank will use reasonable efforts to inform the Client in advance that it intends to exercise its right of set-off.

## **9 – AUTHORISED PERSONS**

**9.1** The Client is obliged to inform the Bank of the authorisation of an Authorised Person and of any revocation or amendment thereof. The Authorised Persons and the authorised signatories regarding a Service are those reflected on the applicable paper or electronic forms received by the Bank. The Bank is authorised to act on such signatures and on the Instructions of the Authorised Persons. Any authorisation of an Authorised Person, and any revocation or amendment thereof, should be in a form and format acceptable to the Bank and will, irrespective of any registration with any public record, or the amendment or revocation of any powers of the authoriser, remain valid until expiry or until receipt by the Bank of any such revocation or amendment. Any expiry, revocation or amendment does not affect the validity of any Instruction given or further authorisation issued by such Authorised Person before the expiry, revocation or amendment. The Bank may continue the execution of Instructions that have been given by such Authorised Person prior to or shortly after the Bank has received the revocation or amendment notification if the Bank cannot reasonably prevent the execution.

**9.2** The Client shall ensure that all Authorised Persons are bound by and shall comply with all obligations of the Client pursuant to the Agreement.

## **10 – SUBCONTRACTING AND THIRD PARTIES**

**10.1** The Bank may use sub-contractors or third parties in connection with the provision of Services. To the extent permitted by applicable law and regulation, the Bank shall not be liable for any Loss resulting from the actions or inactions of any such third party if (i) the Bank has exercised reasonable care in the selection of such party, (ii) such party is employed, engaged or appointed by the Client or (iii) such party is necessary for the provision of Services.

## **11 – DISCLOSURE OF INFORMATION**

**11.1** The Bank will treat information it holds about the Client as confidential. To the extent permitted by applicable law and regulation, the Client expressly releases the Bank from all banking and similar secrecy rules (if applicable) and expressly agrees with the obtaining, processing and disclosure of data by the Bank regarding the relationship with the Client, the Client's Related Persons and the Services provided in and outside the European Economic Area to:

- a)** any of the SG Group entities, branches and subsidiaries,
- b)** its and their contractual partners or external advisors,
- c)** credit rating agencies,
- d)** any third-party service provider, and
- e)** any government or regulatory agency, tax or custom authorities

for the following purposes:

- i)** provision of Services
- ii)** risk identification and profiling,
- iii)** compliance with legal or regulatory obligations,
- iv)** anti-money laundering and terrorist financing measures,
- v)** Sanctions filtering,
- vi)** anti-fraud measures
- vii)** management of the banking relationship,
- viii)** determination of tax status,
- ix)** statistics of debt collection or disposal,
- x)** commercial prospecting and direct marketing,
- xi)** or as permitted or required by any applicable law, legal process or regulation or any action, order or judgement of a court.

## **12 – PERSONAL DATA PROTECTION**

**12.1** The Bank, acting as data controller pursuant to the applicable data protection legislation, processes personal data of the Client and Related Persons in an automated way or not for the following purposes: provision of services, management of the banking relationship, risk identification and profiling, anti-fraud measures, compliance with legal obligations, management of operational risk, debt recovery or assignment, accounting obligations, anti-money laundering and terrorist financing measures, determination of tax status, statistical information, commercial prospecting and direct marketing. The Personal Data processed for the mentioned purposes are necessary for contract performance, compliance with a legal requirement or necessary for the pursuit of legitimate interests of the Bank in cases of fight against fraud or commercial prospecting.

**12.2** Each category of personal data will be retained, for each country, during the term of the Agreement and after termination for a period no longer than the applicable mandatory legal retention period applicable in the country concerned for the purposes as mentioned in Clause 12.1, compliance with legal obligations and managing claims and disputes.

**12.3** To the extent permitted by applicable law and regulation, the Client authorises the Bank to transfer and disclose the collected information and personal data in and outside the European Economic Area to any of the SG Group entities, branches and subsidiaries, its and their partners, intermediaries brokers and insurers, sub-contractors and service providers, external advisors and, if applicable, any government or regulatory entity, for the purposes as indicated in this Clause 12. In the event of a transfer of personal data outside of the European Economic Area, the Bank shall put in place a robust framework to ensure that such data transfer is carried out in accordance with applicable law and regulation. To this end, additional measures in line with the applicable regulation and contractual models adopted by the European Commission, as well as appropriate security measures, will be taken to secure such transfer.

**12.4** Natural persons affected by the processing of their personal data are entitled to access and rectify, erase, limit the processing or transfer of their personal data or object to the use of such data for certain purposes. They also have the right to data portability. These rights can be exercised, and the Bank's data protection officer can be contacted, via the Bank. Contact details can be found in the applicable Country Conditions. Affected persons are also entitled to file a claim with the



competent independent supervisory authority in charge of compliance with data protection obligations. The exercise of some of these rights, or the refusal to provide the categories of personal data requested, may make it impossible for the Bank to provide the Service.

**12.5** The Client hereby warrants that the Bank has a legal ground for the processing of the personal data of the Client and Related Persons.

**12.6** The Client undertakes to inform the Related Persons of the processing of personal data in accordance with this Clause 12 and their rights about this processing.

### **13 – TRANSFERABILITY**

**13.1** The Bank may assign, transfer or novate its rights and obligations under or relating to the Agreement to a third party.

**13.2** The Client's rights and obligations under the Agreement, including any claim by virtue of an Account or otherwise the Client may have on the Bank, cannot be transferred, assigned or novated and no Security Interest can and may be created over it without the Bank's prior written consent.

### **14 – LIABILITY AND INDEMNIFICATION**

**14.1** The Bank shall only be liable for any Loss caused by its fraud, wilful misconduct or gross negligence. To the extent permitted by applicable law and regulation, the Bank shall not be liable for any punitive, consequential or indirect Loss, whether or not such Loss was foreseeable. Consequential or indirect Loss includes, but is not limited to, damage to reputation, costs of procuring an equivalent service or product and loss of: profit, business opportunity, revenue, goodwill, data, anticipated savings, customers and contracts.

**14.2** The Bank shall not be liable for any Loss, delay or failure to perform any of its obligations, resulting from or in connection with:

**i)** force majeure, including but not limited to measures taken by local or foreign authorities, war, riots, civil unrest, strikes, lock-outs or other industrial dispute, acts of terrorism, power disruptions, disaster, earthquake, extraordinary storm, failure of communication facilities or failure of clearing or settlement organisations, acts, errors or delays caused by other financial institutions or other third parties. Without prejudice to the foregoing, if such event occurs, the Bank will take such actions or measures as may reasonably be required to mitigate the adverse effects of such event;

**ii)** compliance by the Bank with any decision, requirement or recommendation of a national, foreign or international public authority, any order, judgment or decree of a court, any attachment or any applicable law or regulation;

**iii)** the Bank acting on or declining to act on any Instruction in accordance with the terms of the Agreement; or

**iv)** compliance by the Bank with the rules and regulations of a relevant payment scheme.

**14.3** The Client will hold harmless and indemnify the Bank (including its successors, assigns, correspondents, directors, officers, employees and agents) for any Loss incurred by the Bank resulting from or in connection with:

**i)** the preservation and enforcement of the Bank's rights under the Agreement;

**ii)** any dispute or legal proceedings between the Client and a third party;

**iii)** fraud committed by the Client;

**iv)** any actions or omissions of any Authorised Person, third-party or subcontractor of, or involved by, the Client;

**v)** the use of any form of communication by the Client, including, but not limited to, Loss resulting from failure or delay in delivery, interception or manipulation by third parties; and/or

**vi)** failure by the Client to comply with its obligations under the Agreement or applicable law or regulation.

**14.4** Without prejudice to Clause 14.1, the Bank does not exclude any liability and the Client will not be required to indemnify the Bank under the Agreement for Loss caused by the Bank's fraud, gross negligence or wilful misconduct.

**14.5** The obligations of the Bank under the Agreement are separate and independent obligations and no other legal entity of the SG Group is responsible for the obligations of the Bank hereunder.

**14.6** Nothing in this Clause 14 shall exclude any liability which the Bank is not permitted to exclude under applicable law or regulation.

### **15 – AMENDMENTS**

**15.1** The Bank may amend the Agreement by giving one month's notice. The Client will be deemed to have accepted any amendment unless it has terminated the Agreement or the relevant Service in writing with effect prior to the effective date of the change.

Notwithstanding the foregoing, (i) amendments which are the consequence of a compulsory legal or regulatory requirement, (ii) amendments of operational

procedures, instructions and manuals, and (iii) changes in the applicable interest and exchange rates, may be applied with immediate effect without prior notice.

### **16 – TERMINATION**

**16.1** Unless agreed otherwise the Client or the Bank may terminate the Agreement or a specific Service upon one month's notice.

**16.2** To the extent permitted by applicable law or regulation, the Bank may terminate the Agreement or a specific Service with immediate effect, without being required to pay damages or any form of compensation, if:

**i)** it is unlawful or contrary to Sanctions regulation for the Bank to provide the relevant Services or the Client has become a Sanctioned Person;

**ii)** the Client has used or uses Services of the Bank fraudulently or for activities or purposes (a) which are or could be in violation of any law or regulation, (b) which damage or could damage the reputation of the Bank or (c) which affect or could affect the integrity of the financial system;

**iii)** the Client is in breach of any of its obligations towards the Bank and the Bank cannot be objectively expected to continue the provision of Services until the date when a termination otherwise would become effective;

**iv)** any of the claims of the Client on the Bank is subject to any attachment, seizure and/or garnishment; or

**v)** a substantial deterioration in the Client's financial status or in the value of the security provided occurs or threatens to occur, jeopardising the repayment of a loan or the discharge of any other obligation towards the Bank even if the security provided therefore is realised.

**16.3** Upon termination, all outstanding obligations of the Client towards the Bank relating to the Agreement and terminated Services are immediately due and payable.

**16.4** Clauses 6, 7, 8, 11, 12, 13 and 14 shall survive the termination of the Agreement.

### **17 – STATEMENTS AND BANK RECORDS**

**17.1** The Bank will make available to the Client statements and reports (confirmations, transaction reporting, account statements, bookings, costs and other information) with the frequency and in the manner agreed with the Client. The Bank may charge the Client for any such statement or report.

**17.2** The Client is obliged to check promptly all statements and reports made available and verify whether the Services, Instructions and transactions have been executed correctly or whether the statements or reports contain any error. If the Client contests any of the information made available or believes that any Instruction or transaction was unauthorised or incorrectly executed it must inform the Bank immediately. The Client is deemed to have accepted any transaction and the accuracy of the information made available unless it objects to the Bank within two months of receipt of the statement or report.

**17.3** An extract from the Bank's records, or certification or determination by the Bank of a rate or amount in relation to the Services, is deemed to constitute conclusive evidence in relation to the Client, subject to evidence to the contrary produced by the Client.

### **18 – DEFINITIONS**

**18.1** Unless indicated otherwise, capitalised terms in the Agreement shall have the following meaning:

**Account:** each account held or to be opened by the Client with the Bank pursuant to the terms of the Agreement.

**Affiliate:** in relation to any person, an undertaking which is: (a) a parent undertaking or subsidiary undertaking of that person, or (b) a subsidiary undertaking of any parent undertaking of that person.

**Agreement:** has the meaning given in Clause 1.1.

**Authorised Person:** a person that the Client has authorised (either alone or in combination with others) to give Instructions or otherwise perform acts under the Agreement on the Client's behalf.

**Bank:** for each Service, the relevant SG Group entity or branch providing the Service as set out in the Services Application Form.

**Business Day:** a day on which the Bank and the relevant payment service provider is open for business as required for the execution of a Payment Transaction.

**Client:** the legal entity obtaining Services from the Bank as set out in the Services Application Form.

**Country Conditions:** in relation to each jurisdiction, the local country conditions as incorporated in part III of these Harmonised Business Conditions which amend or supplement for that jurisdiction any other part of the Agreement.

**Deposit Guarantee Scheme Annex:** the annex to these Harmonised Business Conditions with more information regarding the applicable deposit guarantee scheme.



**Direct Debit:** a payment service for debiting the payer's payment account where a Payment Transaction is initiated by the payee based on consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider, including a SEPA Direct Debit B2B, SEPA Direct Debit Core or a direct debit subject to another payment scheme.

**Harmonised Business Conditions:** these harmonised business conditions including Part I-General part, Part II-Account and payment service, Part III-Country Conditions and all relevant annexes and schedules.

**Instruction:** any instruction or order relating to a Service, including a Payment Order, which is, or appears to have been given by, or on behalf of the Client or, if applicable an authorised third party.

**Loss:** losses, claims, actions, proceedings, demands, damages, costs, charges, liabilities and expenses, including legal fees, of any kind.

**Payment Instrument:** the personalised device and/or set of procedures agreed between the Client and the Bank and used to initiate a Payment Order.

**Payment Order:** any instruction by or on behalf of the Client or the beneficiary of a transaction requesting the execution of a Payment Transaction.

**Payment Transaction:** any act, initiated by or on behalf of the Client or the beneficiary of a transaction, of placing, transferring or withdrawing funds to or from the Account.

**Pricing Conditions:** any document or overview made available to the Client by the Bank setting out the fees, costs, charges, interest, margins and exchange rates applicable to the Services.

**Related Persons:** (i) Authorised Persons; (ii) the Client's directors, officers, representatives, agents and nominees; (iii) the Client's ultimate beneficial owners and any other persons in relation to whom the Bank must complete 'know your customer' procedures; and (iv) any person in relation to whom the Client provides information to the Bank in connection with its use of the Services, including but not limited to the beneficiary of a Payment Order, the payer of funds into an Account or any other persons or entities with whom the Client has a relationship that is relevant to its use of the Services.

**Sanctioned Person:** any person who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organised under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions).

**Sanctions:** any economic or financial sanction, trade embargo or similar measure enacted, administered or enforced by any of the following (or an agency of any of the following): (i) the United Nations, (ii) the United States of America, (iii) the United Kingdom, (iv) European Union or any present or future member state thereof, (v) the jurisdictions in which the Bank or an entity or branch of the SG Group is located or incorporated or (vi) the jurisdiction in which the Client is located or incorporated.

**Security Interest:** a pledge, charge, hypothecation, mortgage, lien, assignment or any other security interest under the law of the relevant jurisdiction.

**SEPA:** Single Euro Payments Area.

**SEPA Direct Debit B2B:** a Direct Debit processed or to be processed based on the SEPA B2B Core Direct Debit Rulebook as issued by the European Payments Council.

**SEPA Direct Debit Core:** a Direct Debit processed or to be processed based on the SEPA Core Direct Debit Rulebook as issued by the European Payments Council.

**Services:** any product or service provided by the Bank to the Client subject to the Agreement.

**Services Application Form:** each form or agreement, together with all schedules and annexes thereof, that must be entered into or completed to apply for the provision of Services.

**SG Group:** Société Générale SA., its direct and indirect subsidiaries, related bodies corporate, associated entities and undertakings and any of its and their branches.

**Unique Identifier:** a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment account of that other payment service user for a Payment Transaction. Neither a name nor address is part of the Unique Identifier even when such information is required e.g. for control purposes pursuant to laws or regulations.

## 18.2 Interpretations

**i)** References to the singular include the plural and vice versa.

**ii)** Any reference to any clause in the Agreement is a reference to any clause of Part I – General part or Part II – Accounts and payment Services of the Harmonised Business Conditions, unless indicated otherwise.

**iii)** Clause headings are included for convenience only and do not affect interpretation

**iv)** If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction or in relation to a particular aspect of a Service, then that provision is severed only in the relevant jurisdiction and in respect of that particular aspect of the Service. The legality, validity and enforceability of the relevant provision in other jurisdictions as well as the legality, validity and enforceability of the remaining provisions shall not be in any way affected or impaired.

**v)** Any reference to an agreement, terms and conditions, regulation or document is a reference to such agreement, terms and conditions, regulation or document as amended, supplemented or readopted from time to time.

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## PART II – ACCOUNT AND PAYMENT SERVICES

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### 19 – SCOPE

**19.1** This Part II - Account and payment services, together with the other parts of the Harmonised Business Conditions, set out the conditions for opening, operating and closing a current account and related payment services provided by the Bank.

### 20 – ACCOUNT AND PAYMENT SERVICES

**20.1** Accounts can be opened in the currencies as specified by the Bank.

**20.2** Account and payment services can, depending on the applicable characteristics of the account and services, be used for transfers, deposits, receipt and withdrawal of funds.

### 21 – PAYMENT ORDERS

**21.1** Payment Orders shall be initiated in the manner as agreed with or indicated by the Bank and in accordance with the Agreement.

**21.2** The Client shall provide the Bank with complete, correct, unambiguous and accurate Payment Orders. Without prejudice to Clause 26, Payment Orders must contain (i) the Unique Identifier of the beneficiary, and, if applicable, the sort or identification code of the beneficiary's payment services provider, (ii) the name of the beneficiary and, depending on applicable regulation, the address, the currency as well as a short description of the underlying operation and (iii) such other information as the Bank may specify from time to time. The Bank is authorised to act upon and rely on information contained in a Payment Order whether or not received directly, through a third-party channel, a payment initiation services provider or otherwise.

**21.3** The Client will have to give its consent for the execution of a Payment Order. Depending on the manner of initiation, the Client shall give its consent in the form of a (handwritten or electronic) signature, according to the authorisation procedures of the applicable electronic banking channel or via another required means of authorisation, and submitting it or otherwise completing the initiation.

**21.4** Payment Orders may be initiated in the currencies specified by the Bank. If a Payment Order or Payment Transaction is received by the Bank in a currency other than the currency of the Account, the Bank shall automatically credit or debit the amount with the equivalent value of such amount in the currency of the Account. The Bank will determine the equivalent value based on an exchange rate and fee set by the Bank.

**21.5** If a Payment Order is received by the Bank in a currency which is different from the official currency of the country in which the account of the beneficiary is held, the Bank may convert that payment into the official currency of the relevant country based on an exchange rate and fee set by the Bank. In deviation from Clause 17.2, the Client may object to such currency conversion up to 10 Business Days after execution following which, if the original amount is refunded, the Bank will execute the order again without a conversion and reimburse the Client for any fees and charges levied by the Bank for the initial currency conversion performed at the Bank's initiative.

### 22 – TIME OF RECEIPT AND REVOCATION

**22.1** The time of receipt is the day on which the Payment Order is received by the Bank, provided the order is received on a Business Day and before the relevant cut-off time. If the order relates to a deferred execution transaction, the order is considered received on the agreed execution day. If the agreed day or the day of receipt of the

Payment Order is a non-Business Day, the order is deemed to be received the next Business Day.

A Payment Order for which execution has been refused in accordance with these Harmonised Business Conditions shall for the purposes of Clause 23 and 27 be deemed not to have been received.

Cut-off times may differ per type and initiation method of a Payment Order. Cut-off times may also apply to incoming Payment Transactions.

More information regarding the relevant Business Days and cut-off times can be obtained from the Bank. Changes in the cut-off times may be applied with immediate effect and without prior notice.

**22.2** The Client is not authorised to revoke its Payment Order after the time of receipt as defined above or, if the order is initiated via a payment initiation service provider or by or through the payee, after the Client gives its consent. The Bank may charge for any revocation request.

## **23 – EXECUTION PERIOD**

**23.1** The execution period starts on the day of receipt of the Payment Order or incoming Payment Transaction by the Bank.

**23.2** The amount of the Payment Order will be debited from the Account upon the start of execution and be credited to the account of the payment service provider of the beneficiary at the latest by the end of the next Business Day, provided the Payment Transaction is from an Account in the European Economic Area and:

**i)** denominated in euro and to an account held in the European Economic Area or a SEPA country;

**ii)** denominated in the official local currency and to an account held with a payment service provider in the same country; or

**iii)** involving one currency conversion between the official local currency and euro and, in case of a cross border transaction, the cross-border transaction takes place in euro and is to an account held in the European Economic Area.

If the transaction is initiated on paper the execution period may be extended by one day.

**23.3** Payment Transactions within the European Economic Area not referred to in Clause 23.2 will at the latest be credited by the end of the fourth Business Day after receipt.

**23.4** Other execution periods may apply to transactions not referred to in Clause 23.2 or 23.3 above. More information can be obtained from the Bank.

**23.5** The amount of any incoming Payment Transaction without a currency conversion required or with a currency conversion between two European Economic Area currencies will be credited and value dated to the Account of the Client in the European Economic Area on the same Business Day as received by the Bank. If a currency conversion between other currencies is required the value date may differ from the credit date.

## **24 – EXECUTION COSTS FOR PAYMENT TRANSACTIONS**

**24.1** Payment Transactions can be executed based on OUR (all costs are for the party initiating the transaction), BEN (all costs are for the beneficiary of the transaction), or SHA (payer and beneficiary pay the costs levied by their own payment service provider).

**24.2** Payment Transactions from the Account held with the Bank in the European Economic Area to an account with a payment service provider in the European Economic Area, and all transactions executed based on the SEPA scheme, will be executed by the Bank based on SHA, irrespective of whether the instructing party has indicated BEN or OUR. All other transactions from or to the Account will be executed in accordance with the given instruction. If no choice is made the transactions will be executed by the Bank based on SHA.

**24.3** Notwithstanding Clause 24.1 and 24.2, the Bank will not be liable to Client or any other person if an intermediary bank or the payment service provider of the beneficiary does not follow the instructions regarding the execution costs.

## **25 – REFUSAL**

**25.1** The Bank may refuse the initiation or execution of a Payment Order, incoming Payment Transaction, information request or other service request, if:

**i)** the order, transaction or request does not comply with the requirements of the Bank, is not received in the required form or format or is incomplete, incorrect or ambiguous;

**ii)** the Client has not provided the Bank with all required information in accordance with Clause 2;

**iii)** there is a suspicion of fraud, money laundering, terrorist financing or breach of any Sanction regulation;

**iv)** there is any doubt as to (a) the validity of the order, transaction or request or (b) the identity, consent, signature or authority of the person giving or forwarding it, or

via which the order, transaction or request is received;

**v)** the available balance on the Account is insufficient or the Account is blocked or frozen or subject to an attachment, Security Interest or similar right limiting the right of the Client to dispose of it;

**vi)** the order or transaction concerns a currency which is not acceptable or freely available to the Bank, or

**vii)** the order, transaction or request, or the execution thereof, violates any applicable law or regulation or internal policy of the Bank or breaches any agreement between the Bank and the Client.

**25.2** When the Bank refuses (the initiation or execution of) an order, transaction or request it will inform the Client of the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal, unless prohibited by applicable law or regulation.

**25.3** The Bank may charge the Client for any refusal.

## **26 – UNIQUE IDENTIFIER/ACCOUNT NUMBER**

**26.1** Notwithstanding any additional information requirements pursuant to Clause 21.2, the Bank shall execute Payment Orders and incoming Payment Transactions based on the provided Unique Identifier and, if applicable, the identification code of the intermediary bank and/or the beneficiary's payment services provider. The Bank shall have no obligation to check any discrepancies between the Unique Identifier, the identification code of the intermediary bank and/or the beneficiary's payment services provider and a name or address. A Payment Order or incoming Payment Transaction is deemed to be executed correctly if executed in accordance with the provided Unique Identifier and identification code of the intermediary bank and/or the beneficiary's payment services provider.

**26.2** If the provided Unique Identifier or identification code of the intermediary bank and/or the beneficiary's payment services provider is incorrect the Bank shall not be liable for the consequences of the (non- or defective) execution. However, if made aware of it the Bank shall make a reasonable effort to recover the funds involved in the relevant Payment Transaction. The Bank may charge the Client for such recovery.

## **27 – BANK'S RESPONSIBILITY FOR CORRECT EXECUTION**

**27.1** The Bank is responsible for the correct execution of Payment Transactions initiated by the Client until the transaction is transmitted in the exchange and settlement system. If required, the Bank will provide evidence of such transfer. Incoming Payment Transactions will be credited to the Account in accordance with the Agreement. If a transaction is initiated by the Client directly and the Client claims that such transaction is not or is incorrectly executed, the Client will have to demonstrate the error committed by the Bank. If the Bank is liable for the non- or incorrect execution, it will without undue delay restore the Account to the state in which it would have been had the defective transaction not taken place, provided any claim has been received by the Bank in the manner and within the period as indicated in Clause 17.2. This Clause is without prejudice to other rights and exonerations of the Bank under the Agreement.

**27.2** If the Client claims that a transaction is not or is incorrectly executed the Bank will on request make efforts to trace the Payment Transaction and notify the Client of the outcome. The Bank may charge the Client for this service.

## **28 – UNAUTHORISED TRANSACTIONS**

**28.1** When the Bank is responsible for the execution of a Payment Transaction and it has established that such transaction has not been authorised by the Client, it will without undue delay refund the amount of the unauthorised transaction and restore the Account to the state in which it would have been had the unauthorised transaction not taken place, provided any claim has been received by the Bank in the manner and within the period as indicated in Clause 17.2.

**28.2** When the Bank demonstrates that a Payment Transaction has been initiated with the use of a Payment Instrument made available to the Client it shall be considered proof that the Payment Transaction was authorised, subject to evidence to the contrary.

**28.3** The Client shall be liable for any Loss resulting from an unauthorised Payment Transaction:

**i)** if incurred by the Client acting fraudulently;

**ii)** if it failed to comply with one or more obligations under Clause 29; or

**iii)** resulting from the use of a lost or stolen Payment Instrument, personalised security credential or any means of access to any service, or from the misappropriation or unauthorised use of such instrument, credential or means of access, until the Client notifies the Bank of such event.

## **29 – PAYMENT INSTRUMENT**

**29.1** The Client shall use, and shall ensure that all Authorised Persons shall use, a Payment Instrument in accordance with the Bank's instructions and the terms

governing the issue and use thereof.

**29.2** The Client shall take all reasonable steps and all measures as required to keep a Payment Instrument and its personalised security credentials safe. The Client is obliged to inform the Bank, or any other entity as indicated by the Bank, without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of a Payment Instrument or its personalised security credentials.

**29.3** The Bank may block a Payment Instrument or access to a service (i) for reasons relating to the security or the suspected unauthorised or fraudulent use of a Payment Instrument, or (ii) where there is a significantly increased risk that the Client may be unable to fulfil its payment obligations towards the Bank.

**29.4** If the Bank blocks a Payment Instrument or access to a service it will, if possible beforehand or otherwise shortly thereafter, inform the Client of such block and the reasons for it, unless this would compromise objectively justified security reasons or is prohibited by applicable law or regulation.

### **30 – DIRECT DEBITS FROM THE ACCOUNT**

**30.1** The Account can be debited based on a SEPA Direct Debit Core, SEPA Direct Debit B2B or, if applicable, another Direct Debit scheme, depending on the country where the Account is held, the currency of the Account and the specifications in the Client's mandate for such Direct Debit. The Client is deemed to have consented to a Direct Debit by issuing a Direct Debit mandate to the creditor.

**30.2** Direct Debit mandates will have to be issued to, and revoked with, the creditor and not with the Bank. A copy of a SEPA B2B mandate, and any amendment or revocation thereof, will have to be submitted to the Bank at the latest before the applicable cut-off time of the Business Day preceding the (next) Direct Debit under such mandate.

**30.3** Subject to the applicable Direct Debit scheme rules, a Client may request a refund of an executed Direct Debit within 8 weeks from the date on which the funds were debited from its Account. In the event of a refund, no compensation will be paid by the Bank for any expenses or interest. After expiry of the 8-week period, the procedure set out in Clause 28 regarding unauthorised transactions applies. A SEPA Direct Debit B2B cannot be refunded at the Client's request and the Client cannot claim with the Bank that a SEPA Direct Debit B2B was unauthorised if executed based on the information provided by the Client to the Bank.

**30.4** Subject to the applicable Direct Debit scheme rules, the Client may request the Bank to block all or specific Direct Debits from its Account. Such a request must be received at the latest before the applicable cut-off time of the Business Day preceding the execution date of such Direct Debit. The Bank may charge the Client a fee for each blocking request.

### **31 – CHEQUES**

**31.1** If such Service is part of the Agreement, the Bank may provide cheques to the Client. The Client may only use cheques issued and approved by the Bank and draw them in the currency in which they are printed. A completed and signed cheque is considered a Payment Instrument and the limitations and requirements of Payment Instruments apply. The Client is deemed to have consented to a Payment Transaction based on a cheque by completing and signing the cheque and providing it to the creditor.

**31.2** The Account will, subject to any limitation on the execution of transactions as incorporated in the Agreement, be debited based on a cheque presented by or on behalf of the creditor. The Bank may refuse payment of a cheque if received after the statutory time limit for presenting such cheque.

**31.3** The Client will hold harmless and indemnify the Bank for any Loss in connection with the loss, theft, forgery or fraudulent use of cheques, non-approved amendments or insufficient funds for the execution. The Bank may restrict the ability of the Client to use cheques and may charge a fee to the Client for the refusal to execute cheques based on insufficient funds.

**31.4** Before a cheque has been presented to the Bank for payment the Client may revoke or stop payment of such cheque in accordance with and subject to any restrictions of applicable law or regulation and the requirements and conditions of the Bank. The Bank may charge a fee for the revocation or stopping of a cheque.

**31.5** All (unused) cheques must be returned to the Bank if so requested.

**31.6** All cheques presented for payment with the Bank must comply with the formatting and other technical specifications of the Bank. The Bank may refuse cheques which do not comply with such specifications. Any amount of a cheque credited to the Account is conditional on receipt of payment by the Bank of the corresponding amount. If the Bank does not unconditionally receive such amount, the Bank shall cancel the conditional credit entry and deduct from the Account, if

applicable, any related interest credited to the Account. Clause 23 is not applicable on the payment by the Bank to the Client of received cheques and such payment is subject to the requirements and conditions of the Bank. Additional information can be obtained from the Bank.

### **32 – CLOSING THE ACCOUNT**

**32.1** In addition to the general termination grounds as incorporated in these Harmonised Business Conditions, the Bank may close an Account if no Payment Transactions have been executed from the Account during a consecutive period of 12 months.

**32.2** Upon termination of the Agreement regarding an Account or the closure of the Account by the Client or the Bank, the Bank will not be obliged to effect the termination or repay any credit balance for so long as (i) there are other services provided by the Bank which are linked to the Account, (ii) (part of) the Account is blocked due to a continuing contractual obligation, any law or regulation or an order of any court or other relevant authority, or (iii) the period for payment of cheques issued by the Client, or rejection of cheques credited to the Account, has not expired.

### **33 – DEPOSIT GUARANTEE**

**33.1** Deposits of the Client might under certain circumstances be compensated in full or in part by a "deposit guarantee scheme" if the Bank is unable to honour its financial obligations. More information regarding the applicable deposit guarantee scheme can be found in the Deposit Guarantee Scheme Annex or can be obtained from the Bank.

**DEPOSIT GUARANTEE SCHEME**

	Société Générale Vienna Branch	Société Générale Branch in Belgium	Société Générale S.A. (France)	Société Générale S.A. Frankfurt Branch	Société Générale Milan Branch	Société Générale Sucursal en España	Société Générale, London Branch	Société Générale S.A., Amsterdam Branch	Société Générale S.A. Oddział w Polsce
<b>Deposits made with the Bank are protected by:</b>	Fonds de garantie des dépôts et de résolution (FGDR)								
	<p>*Only for Belgium: In addition, the Client is informed and reimbursed by the Belgian law regulated Deposit Guarantee and Resolution Fund (FGB) on behalf and according to instructions given by FGDR.</p> <p>**Only for Germany: In addition, the Bank is a member of the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V)</p>								
	<p>The credit balance of a deposit shall not be protected if:</p> <p>(a) its existence can only be proven by a financial instrument as defined in Article 4(17) of Directive 2004/39/EC of the European Parliament and of the Council, unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014;</p> <p>(b) its principal is not repayable at par;</p> <p>(c) its principal is only repayable at par under a particular guarantee or agreement provided by the credit institution or a third party.</p> <p>Furthermore, the following categories of deposits are excluded from repayment under a deposit guarantee scheme:</p> <p>(a) subject to Article 7(3) of Directive 2014/49/CE, deposits made by other credit institutions on their own behalf and for their own account;</p> <p>(b) own funds as defined in point (118) of Article 4(1) of Regulation (EU) No 575/2013;</p> <p>(c) deposits arising out of transactions in connection with which there has been a criminal conviction for money laundering as defined in Article 1(2) of Directive 2005/60/EC;</p> <p>(d) deposits by financial institutions as defined in point (26) of Article 4(1) of Regulation (EU) No 575/2013;</p> <p>(e) deposits by investment firms as defined in point (1) of Article 4(1) of Directive 2004/39/EC;</p> <p>(f) deposits the holder of which has never been identified pursuant to Article 9(1) of Directive 2005/60/EC, when they have become unavailable;</p> <p>(g) deposits by insurance undertakings and by reinsurance undertakings as referred to in Article 13(1) to (6) of Directive 2009/138/EC of the European Parliament and of the Council (15);</p> <p>(h) deposits by collective investment undertakings;</p> <p>(i) deposits by pension and retirement funds;</p> <p>(j) deposits by public authorities;</p> <p>(k) debt securities issued by a credit institution and liabilities arising out of own acceptances and promissory notes</p>								
<b>Maximum amount covered/Limit of protection:</b>	<p>€100,000 per depositor and per credit institution</p> <p>The following business names are part of the Bank:</p> <ul style="list-style-type: none"> <li>• Société Générale Corporate &amp; Investment Banking</li> <li>• Société Générale Securities Services</li> <li>• Société Générale Private Banking</li> </ul> <p>**Only for Germany: In addition, the Deposit Protection Fund protects all liabilities which are required to be shown in the balance sheet item "Liabilities to customers". Among these are demand, term and savings deposits, including registered savings certificates. The protection ceiling for each creditor is, until 31 December 2019, 20%, until 31 December 2024, 15% and, as of 1 January 2025, 8.75% of the liable capital of the Bank relevant for deposit protection. Deposits established or renewed after 31 December 2011 shall be subject to the respective new protection ceilings as of the aforementioned dates, irrespective of the time when the deposits are established. Deposits established before 31 December 2011 shall be subject to the old protection ceilings until maturity or until the next possible withdrawal date. The applicable protection ceiling shall be notified to the customer by the Bank on request. It is also available on the Internet at <a href="http://www.bankenverband.de">www.bankenverband.de</a>. Where the Bank is a branch of a bank from another European Economic Area (EEA) country, the Deposit Protection Fund shall only provide compensation if and to the extent that the deposits exceed the protection ceiling of the home-country deposit guarantee scheme.</p>								
<b>If you have multiple accounts with the same credit institution:</b>	All your deposits entered in your accounts opened with the same credit institution that are covered under the guarantee are added up to determine the amount eligible for the guarantee; the compensation amount is capped at €100,000 (or the foreign currency equivalent) per depositor and per credit institution.								
<b>If you hold a joint account with one or more other persons:</b>	The €100,000 limit applies to each depositor separately. The joint account balance is shared among its joint holders equally (unless otherwise stipulated); each one's share is added together with their own assets to calculate the guarantee limit that applies to them.								
<b>Reimbursement period in case of default by the credit institution</b>	Seven Business Days								
<b>Currency of reimbursement:</b>	Euro								
<b>Contact:</b>	Fonds de garantie des dépôts et de résolution (FGDR) 65 rue de la Victoire – 75009 Paris, France Tel: +33 1 58 18 38 08, Email: <a href="mailto:contact@garantiedesdepots.fr">contact@garantiedesdepots.fr</a>								
	<p>* Only for Belgium: In addition, FGB: Fonds de Garantie (Service Public Fédéral Finances Administration générale de la Trésorerie Administration Paiements) 30 avenue des Arts, 1040 Bruxelles, Belgique. Tel +32 (0) 2 574 78 40, e-mail: <a href="mailto:fondsdegarantie.tresorerie@minfin.fed.be">fondsdegarantie.tresorerie@minfin.fed.be</a></p>								
<b>For more information:</b>	Visit the FGDR website: <a href="http://www.garantiedesdepots.fr/">http://www.garantiedesdepots.fr/</a> <a href="https://www.garantiedesdepots.fr/en/garanties-du-fgdr/deposit-guarantee-scheme">https://www.garantiedesdepots.fr/en/garanties-du-fgdr/deposit-guarantee-scheme</a>								
	* Only for Belgium: In addition, visit the FGB website: <a href="http://fondsdegarantie.belgium.be">http://fondsdegarantie.belgium.be</a>								

	Société Générale Bank & Trust SA	BRD Groupe Société Générale SA****	Société Générale, Paris, Zurich Branch ***	Société Générale New York Branch
<b>Deposits made with the Bank are protected by:</b>	FGDL (Fonds de garantie des dépôts Luxembourg)	Romanian Bank Deposit Guarantee Fund – BDGF (FGDB)	Esisuisse	FUNDS IN THE CLIENT'S ACCOUNT(S) ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR BY ANY OTHER U.S. GOVERNMENTAL AGENCY
	***Only for Switzerland: Société Générale, Paris, Zurich Branch is required to sign the agreement by Swiss Banks and Securities Dealers on Deposit Insurance and as such is a member of Esisuisse (deposit protection scheme). Client deposits held with Swiss branches of the bank are protected for up to CHF 100,000 per client, per bank. Deposits also include medium-term notes held in the name of the depositor at the issuing bank. All relevant information on the deposit insurance can be found at <a href="http://www.esisuisse.ch">www.esisuisse.ch</a>			
	<p>The credit balance of a deposit shall not be protected if:</p> <p>(a) its existence can only be proven by a financial instrument as defined in Article 4(17) of Directive 2004/39/EC of the European Parliament and of the Council, unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014;</p> <p>(b) its principal is not repayable at par;</p> <p>(c) its principal is only repayable at par under a particular guarantee or agreement provided by the credit institution or a third party. Furthermore, the following categories of deposits are excluded from repayment under a deposit guarantee scheme:</p> <p>(a) subject to Article 7(3) of Directive 2014/49/CE, deposits made by other credit institutions on their own behalf and for their own account;</p> <p>(b) own funds as defined in point (118) of Article 4(1) of Regulation (EU) No 575/2013;</p> <p>(c) deposits arising out of transactions in connection with which there has been a criminal conviction for money laundering as defined in Article 1(2) of Directive 2005/60/EC;</p> <p>(d) deposits by financial institutions as defined in point (26) of Article 4(1) of Regulation (EU) No 575/2013;</p> <p>(e) deposits by investment firms as defined in point (1) of Article 4(1) of Directive 2004/39/EC;</p> <p>(f) deposits the holder of which has never been identified pursuant to Article 9(1) of Directive 2005/60/EC, when they have become unavailable;</p> <p>(g) deposits by insurance undertakings and by reinsurance undertakings as referred to in Article 13(1) to (6) of Directive 2009/138/EC of the European Parliament and of the Council (15);</p> <p>(h) deposits by collective investment undertakings;</p> <p>(i) deposits by pension and retirement funds;</p> <p>(j) deposits by public authorities;</p> <p>(k) debt securities issued by a credit institution and liabilities arising out of own acceptances and promissory notes</p>			
<b>Maximum amount covered/Limit of protection:</b>	€100,000 PER DEPOSITOR AND PER CREDIT INSTITUTION THE FOLLOWING BUSINESS NAMES ARE PART OF THE BANK: • SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING • SOCIÉTÉ GÉNÉRALE SECURITIES SERVICES • SOCIÉTÉ GÉNÉRALE PRIVATE BANKING	The equivalent amount of EUR100,000 in Romanian lei (RON) per client, per bank (using the conversion rate published by the National Bank of Romania on the date the deposit has become unavailable.)	CHF 100,000 per client, per bank	
	****Only for Romania: For a 12-month period, the deposits above 100,000 EUR are protected if resulting from: a) real estate transactions involving real estate assets used for housing purposes; b) deposits generated further to retirement, layoff, invalidity or demise of the depositors; c) deposits generated by collecting insurance compensations or compensations for damages generated by criminal activities or unfair convictions. In these cases, the coverage limit (the limit of protection) is established and periodically established by the NBR (National Bank of Romania), being published on its official website.			
<b>If you have multiple accounts with the same credit institution:</b>	All your deposits entered in your accounts opened with the same credit institution that are covered under the guarantee are added up to determine the amount eligible for the guarantee; the compensation amount is capped at €100,000 (or the foreign currency equivalent) per depositor and per credit institution.		See above.	
<b>If you hold a joint account with one or more other persons:</b>	The €100,000 limit applies to each depositor separately. The joint account balance is shared among its joint holders equally (unless otherwise stipulated); each one's share is added together with their own assets to calculate the guarantee limit that applies to them.		See above.	
	**** Only for Romania: Nevertheless, the deposits existing in an account whose beneficiaries are two or more persons who are members of a profit-generating association, partnership or group of the same sort, without legal personality, are aggregated and treated as they were placed by one single depositor, for calculating the limit of 100,000 EUR.		See above.	
<b>Reimbursement period in case of default by the credit institution:</b>	Seven Business Days		See above.	
<b>Currency of reimbursement:</b>	Euro	Romanian lei (RON)	Swiss Francs	
<b>Contact:</b>	FGDL (Fonds de garantie des dépôts Luxembourg) Headquarters: 283, route d'Arlon, L-1150 Luxembourg Address: L-2860 Luxembourg Phone: (+352) 26 25 1-1 Fax: (+352) 26 25 1-2601 Email: <a href="mailto:info@fgdl.lu">info@fgdl.lu</a>	BDGF (FGDB): Address: Negru Vodă Street, No. 3, Bucharest Telephone: 021.326.6020 <a href="http://www.fgdb.ro/">http://www.fgdb.ro/</a>	Esisuisse	
<b>For more information:</b>	Visit the fgdl website: <a href="http://www.fgdl.lu/">http://www.fgdl.lu/</a>	Visit the fgdb website: <a href="http://www.fgdb.ro">www.fgdb.ro</a>	Visit the Esisuisse website: <a href="http://www.esisuisse.ch">www.esisuisse.ch</a>	



**1.1** Services provided by Société Générale S.A., Amsterdam branch in or from the Netherlands are subject to the Agreement including the Dutch Country Conditions as incorporated in this Clause.

**1.2** Société Générale S.A., Amsterdam branch is a branch of Société Générale SA (a credit institution governed by French law with registered address at 29, Bld. Haussmann - F - 75009 Paris, France), supervised by De Nederlandsche Bank (EU-passport) and registered with the Dutch chamber of commerce under number 33149169 with registered address at Amstelplein 1, 1096HA Amsterdam, the Netherlands.

**1.3 Collateral for the Bank.**

**i)** The Security interest in Clause 7 is a pledge in accordance with Dutch law.

**ii)** In addition to Clause 7.4, the Client agrees that the undertaking to provide additional collateral also relates to agreeing to an arrangement according to which the Bank guarantees (as guarantor, surety or otherwise) the Client's obligations towards a third party, or a third party guarantees the Client's obligations towards the Bank and that the Bank and such third party may for the obligations under such guarantee rely on the collateral and Security Interest provided by or for the Client towards the Bank or such third party.

**1.4 Personal Data Protection.** In addition to Clause 12, additional information regarding personal data protection and the contact details of the data protection officer can be found in the privacy policy of the Bank as published on <http://global.societegenerale.com/en/gdprp>.

**1.5 Governing law and jurisdiction**

**i)** The Agreement, including any non-contractual obligations arising out of or in connection therewith, will be governed by Dutch law.

**ii)** The Client and the Bank irrevocably submit to the jurisdiction of the courts of Amsterdam, The Netherlands.

**iii)** The Client may submit a complaint in accordance with the complaints procedure of the Bank. Further Information about the complaints procedure of the Bank can be found on the website of the Bank (<https://www.societegenerale.nl/en/about/applicable-terms-conditions/>) and is also available at our office.