

DIGITAL WEALTH MANAGEMENT SERVICES GENERAL TERMS & CONDITIONS

A. GLOSSARY

Bank: BGL BNP PARIBAS SA.

Private Banker: Client's official relationship manager within the Bank.

Client: the Bank's Client(s).

The Bank's General Terms and Conditions: General Banking Terms and Conditions (Operational Rules) of the Bank, available on the Bank's website.

Digital Services (Wealth Management): refers to all the services offered on myWealth, including the aggregation of accounts via the "WealthAggregator" service.

Equipment: the device, smartphone, tablet, computer or any other IT equipment through which Users use the Digital Services.

Login Details: refers to all elements of identification or authentication of a User for access and use of the Digital Services. Depending on the Digital Services, this may in particular be the Client number, a PIN code, a password, an access kit or the unique "SMID" identifier provided by the Bank, a Code Card (a physical card containing 16 alphanumeric codes), a LuxTrust Token or a combination of these or any other means to be defined by the Bank according to the evolution of technology. Also designates the identification or authentication elements allowing a Client to access his/her bank accounts held by a or some Third Party Institutions.

myWealth: Digital remote banking service allowing the Client access to a certain number of banking information and functions, including, for information purposes, the visualization of the Client's assets and commitments, the transmission of payment orders as well as that the aggregation of its accounts held at the Bank via "Wealth Aggregator".

Third party financial institution: a financial institution other than the Bank.

WealthAggregator: allows the Client to automatically aggregate the data concerning his/her financial assets deposited with the Bank and manually add (without automatic updating of their valuation) the financial assets he/she holds with others financial institutions as well as data concerning his/her movable and immovable property.

B. PROVISIONS COMMON TO DIGITAL SERVICES

1. APPLICATION

These General Conditions of Digital Services apply to the use by any Client of the Digital Services offered by the Bank.

The services, products and bank accounts which the Client accesses and which he/she uses by means of the Digital Services are governed by the General Banking Conditions in their version in force, insofar as they are not contradicted by the present conditions. In particular, the use of the Digital Services does not entail any modification of the rules of proof in force between the Bank and the Client, as well as any dispute regarding online payments. The parties expressly agree that the use of valid Identifiers (as documented in the Bank's systems, the latter having the same value as an original document and will be authentic in the event of dispute) for any operation, instruction or transaction carried out by means of the Digital Services constitutes irrevocable proof of its existence and its validation by the Client. Unless otherwise provided herein, the General Banking Conditions also apply to Digital Services.

2. ELIGIBLE CLIENTS

Minors may only access the Digital Services if they have their parents' permission to enter into a contract, subject to acceptance by the Bank.

3. NATURE OF THE DIGITAL SERVICES

Apart from personalized electronic communications exchanged between the Client and the Bank and unless otherwise agreed between the parties, the Bank does not provide investment advice within the framework of the Digital Services. Therefore, before making an investment decision, it is up to the Client to verify whether this investment is adequate with regard to the Client's knowledge, financial experience, investment objectives and financial situation. The Bank assumes no responsibility both in terms of the timeliness of each transaction made or ordered by a Client in terms of its compatibility with his/her investor profile.

4. PROVISION OF THE DIGITAL SERVICES

The Bank is free to reject a subscription to any Digital Service or restrict its use without having to justify its decision.

Clients should note that the Digital Services are or may be provided on shared infrastructure, and declare that they accept the risks incurred. In particular, Clients understand that a sudden or unexpected increase in the volume of third-party transactions may affect the quality or availability of the Digital Services.

Clients also note and accept that the Bank may subcontract some or all of the provision of the Digital Services to third parties. In the event of such subcontracting, the Bank shall give Clients prior notice in accordance with article 41.2bis of the Law of 5 April 1993 on the financial sector. This notice may be given in writing or through the Digital Services, at the Bank's discretion. Subcontractors will always have a legal duty to maintain professional secrecy or be bound by a confidentiality agreement. Any use of subcontracted Digital Services after the date mentioned on the Bank's notice implies that the Client accepts the subcontracting.

When the bank uses subcontractors for the provision of Digital Services, the data processed by these subcontractors may be stored temporarily on the servers of these subcontractors in the territory of the European Union.

5. USE OF THE DIGITAL SERVICES

The Client undertakes to use the Digital Services in a reasonable manner and not to take any action having the intention or effect of undermining the proper functioning of the Digital Services or the Bank's technical infrastructure. The Client is solely responsible for complying with local legal and regulatory requirements when using Digital Services abroad, and is liable to the Bank for their (wilful or negligent) violation.

6. AVAILABILITY OF THE DIGITAL SERVICES

The Bank takes reasonable measures to ensure continuous availability of the Digital Services, but provides no guarantee of such. Clients accept that the Digital Services will not be uninterrupted or free of errors or problems of compatibility with Equipment, and that performance will not be constant. In particular, the Bank reserves the right to block (even for a lengthy period) or limit access to the Digital Services at any time for maintenance or if it identifies a technical or security issue. The Bank shall bear no liability for the direct or indirect consequences (including the failure or delay in completing a transaction placed through the Digital Services) of the Digital Services being unavailable for however long.

The Bank will, as far as possible, notify the Client of any interruptions or suspensions of the service by a message on the myWealth site.

It is the Client's responsibility to take all the necessary measures to ensure that the technical characteristics of his/her electronic equipment allow him/her to enter, consult information and access the functionalities offered by the Digital Services.

7. CHANGES TO THE DIGITAL SERVICES

The use of the Digital Services requires the acceptance and installation of any update or new version of the applications and Digital Services indicated or notified by the Bank (as well as the hardware, software, connections

and configuration environment required for the Digital Services). The Bank reserves the right to modify at any time the functionalities, methods of access or use, authentication or validation of transactions made by means of the Digital Services according to technical, regulatory or security requirements. Otherwise, access to or use of the Digital Services concerned may be interrupted. It is the Client's responsibility to take all necessary measures to ensure that the characteristics and hardware and software configurations of their Equipment, as well as any third-party electronic communications services that they subscribe to are at all times sufficient and compatible with the Digital Services, including in case of evolution or update of the latter.»

8. INTELLECTUAL PROPERTY

Apart from any intellectual property rights for content that they own, Users and Clients (if the Client is not the User) have no intellectual property rights over the Digital Services, which are retained by the Bank and/or their respective holders.

Thus, the Client does not have in particular any intellectual property rights on texts, literary, graphic (including photographic) and audiovisual creations, IT developments, databases, know-how, technologies or other intellectual works and other creations developed and/or deployed by the Bank for the needs of the Digital Services and which are likely to be protected by intellectual property such as images, logos, formatting, graphic charter, structure, ergonomics, colour codes, typography, fonts, basic graphic elements, graphic organization of screens, layout, page backgrounds and more generally all visual identity elements of Digital Services.

The Bank hereby grants to the Clients a non-exclusive licence limited to the needs of the supply of the Digital Services, revocable in the event of violation of the present conditions, personal, unassignable and inalienable to use the subscribed Digital Services.

9. PERSONAL DATA

For the Digital Services to work, the Bank processes Clients' and Users' personal data in accordance with applicable legislation and the Bank's Data Protection Notice published on www.bgl.lu.

10. PERSONAL AND CONFIDENTIAL NATURE OF LOGIN DETAILS

Clients shall assume full responsibility for the use of the Digital Services and Users' Login Details, which are strictly personal and non-transferable. Any use of a Digital Service through Login Details that a Client or User has not cancelled will be deemed to be that of the Client.

Under the Client's responsibility, each User must apply best security practices, in particular by using Login Details (especially password or PIN) (1) different from those of their Equipment, (2) which are not stored or indicated on their Equipment or otherwise written down somewhere that third parties could access.

In the event of loss, theft or disclosure of an Identifier, or if the Client notices fraudulent use, the Client must immediately inform his/her Private Banker or Digital Support at the telephone number (+352) 42 42-23-33 during the Bank's normal business hours. The Bank will then proceed as soon as possible with the revocation of the Identifiers and the generation of new Identifiers. This (as well as a possible investigation by

the Bank into this incident) could cause temporary unavailability of the Digital Services concerned.

The Bank will then cancel the Login Details and create new ones as soon as possible. This (and any investigation into the incident by the Bank) could lead to the temporary unavailability of the Digital Services concerned.

Clients shall bear sole responsibility for direct or indirect damage resulting from unlawful or fraudulent use of the Login Details, especially if they have not followed the security advice mentioned in these Digital Services Terms & Conditions or within the Digital Services themselves.

11. ELECTRONIC COMMUNICATIONS

The Digital Services are based on public electronic communication networks (such as the internet) and may require Users to take out a paid subscription to third-party electronic communication services. The User and Client, if the latter is not the user of the Digital Services, declare that they understand the risks of using such networks and accept these risks when using the Digital Services through these networks.

12. SECURITY

The Bank applies high standards of security to the Digital Services, including the use of encryption and strong authentication technologies to maximise the security and confidentiality of connections and the data exchanged. It requires its subcontractors to apply the same security standards. The Client alone is responsible for Users' use and implementation of the security, protection and backup safeguards appropriate for their Equipment, and in particular for:

a) ensuring that Users' Equipment has not been infected by malware (virus, Trojan horse) and has not been jailbroken or rooted (i.e. the security system has not been circumvented), and

b) ensuring that third-party electronic communication services and related Equipment have appropriate security measures in place.

13. LIABILITY OF THE BANK

The Bank undertakes to implement all the necessary means to best guarantee the security of the Digital Services. However, the Bank is only liable in its relations with the Client for his/her gross or intentional fault. The Bank may in no case be held liable in the event of a breach of security by a Client (in particular with regard to Identifiers or the general obligation of prudence and diligence). Except in the event of gross negligence, the Bank's liability is in particular excluded:

a) if the Digital Services prove unsuited to the Client's intended use, or if damage results from the logical consequences of the Digital Services being used,

b) in the event of a defect in the Digital Services or dysfunction: the Client expressly acknowledges the technical impossibility in which the Bank finds itself to ensure that the Digital Services operate completely error-free;

c) in the event of unavailability (including prolonged), announced by the Bank or not, of the Digital Services due to a case of force majeure,

maintenance, technical or security incident or any external factor, including overload, the insufficiency or failure of third-party electronic communication services and Internet networks or the Client's Equipment;

d) in the event of difficulties attributable to faulty operations, incorrect configuration, general use of mobile (tablets) or fixed (computers) equipment/terminals by the Client or in the event of insufficiently compatible, efficient or secure equipment/terminals used by the Client;

e) for the loss of data or files, the transfer of corrupt or unreadable files, or any other damage resulting from the transfer of data through the Digital Services;

f) for any delay or failure in executing transactions or orders placed through the Digital Services and resulting from the Digital Services being unavailable or from a problem with the Login Details;

g) for any damage caused to the Equipment and resulting from its insufficiency or incompatibility, or from improper use of the Digital Services;

h) in the event of a compromise of the Identifiers resulting from the misuse or fraudulent use of the Digital Services or the Identifiers by the Client, including resulting from a hostile program on the Equipment or fraudulent manoeuvres of the phishing type, " identity theft that neither the vigilance of the Client nor the reasonable measures taken by the Bank or its subcontractors have allowed to detect;

i) for any damage that use of the Digital Services could cause to the Equipment or data stored on it,

j) in general, for any damage originating outside the Bank or as specifically described in the Bank's General Terms and Conditions,

The Bank remains outside any dispute that may arise between a Client and the beneficiary or counterparty of a transaction carried out by a User through the Digital Services.

14. ACCEPTANCE OF RISKS

Clients acknowledge that the Digital Services are IT services, and declare that they understand and accept the characteristics, limits and risks of the internet, in particular as regards technical performance and occasionally limited availability. Where the Digital Services are used from abroad or to carry out international transactions, electronic communications may involve public international networks or servers located abroad. Clients agree to bear the risks of Users using the Digital Services.

15. CORRESPONDENCE

For any question relating to the subscription, connection and use of Digital Services, the Client can contact his/her Private Banker or send any request to Digital Support by telephone at (+352) 42 42 23 33 from Monday to Friday from 9 a.m. to 5 p.m. The Client can also address any question relating to the connection and use of the Digital Services to Digital Support using the aforementioned means of contact.

16. FEES AND CHARGES

Subscription to the Digital Services, and the processing of transactions carried out through these, may incur costs as per the Bank's fee schedule. The Bank reserves the right to change its pricing at any time. This change will be announced by any appropriate means (including the myWealth secure messenger) to the Client, who will be deemed to have accepted it simply by continuing, or another User continuing, to use the Digital Services. The Client and User shall bear all costs incurred on Equipment, including the electronic communication services required to use the Digital Services.

17. TERM AND TERMINATION

Subscription to Digital Services is carried out for an indefinite period. The Bank and the Client may terminate all or part of the Digital Services at any time by mail or via the secure messaging of myWealth without giving any reasons.

The termination mentioned above is made with immediate effect except in the situations referred to in these General Terms and Conditions of Digital Services.

The Bank may in particular suspend or terminate all or part of the Digital Services at any time:

- a) if Clients' accounts are closed or frozen,
- b) if it transpires that Clients are not meeting their legal, regulatory or contractual duties to the Bank,
- c) if the Client does not comply with the obligations imposed on him/her by these General Terms and Conditions of Digital Services;
- d) if the Bank considers it useful or necessary for the security of the Digital Services or to protect the interests of Clients, the Bank or third parties,
- e) during the notice period for terminating contractual relations between the Bank and Client,

C. PROVISIONS SPECIFIC TO THE MYWEALTH SERVICE

Apart from the functionalities defined above, the myWealth application also allows the Client to access his/her bank e-mail in electronic format (in particular notices and account statements).

For Clients who have opted for the dematerialization of their bank mail, myWealth is the only way to consult their mail, as well as the tax report.

Four types of access are possible:

- a) Advisory access: access to viewing via remote banking services of the assets and liabilities relating to the designated account(s)

- f) if a Client notifies the Bank of a (risk of) abuse or illicit use of the Digital Services or Identifiers;

- g) if fraud or abuse is found on the part of a Client or in the event of a suspected fraud or abuse;

- h) at the request of a regulatory, legal or supervisory authority, or

- i) if Clients object to the processing of their personal data, withdraw consent where this is required, or more generally exercise rights that make it impossible or disproportionately expensive for the Bank to provide the Digital Services.

18. CHANGES TO THE DIGITAL SERVICES GENERAL TERMS & CONDITIONS

The Bank may modify these General Conditions of Digital Services at any time, subject to notification to the Client before their entry into force by a message in the secure messaging of myWealth or by any other appropriate means. This modification is considered as approved by the Client insofar as the latter will not have communicated his/her opposition in writing via the secure messaging of myWealth or by mail before the date of entry into force indicated in the notification, or if the Client has continued to use the Digital Services after this date.

- b) Full transactional access: access to all applications available via remote services with power of disposal on the designated account(s)

- c) Transactional access - banking transactions: access to all the applications available via remote services with power of disposal on the designated account(s) but without access to stock market orders

- d) Transactional access - stock market orders: access to all applications available via remote services with power of disposal on the designated account(s) but without being able to make transfers.

D. PROVISIONS SPECIFIC TO THE WEALTHAGGREGATOR SERVICE

1. SERVICE DESCRIPTION

Via the WealthAggregator functionality (available only on the PC version), the Bank offers the Clients to aggregate the asset data concerning their financial assets which are deposited in the books of the Bank. The Client may also decide to manually aggregate his/her financial assets deposited with other financial institutions as well as the movable and immovable property comprising his/her assets.

The asset data aggregation service operates through:

- a) The automatic upload at the first connection of all bank accounts held by the Client with the Bank and the latter's selection of the accounts that he/she wishes to aggregate, in order to allow the recovery of the financial data of said accounts, as well as;
- b) The entry (optional and manual) by the Client in the application of information on his/her financial assets held with Third Party Financial Institutions to allow their aggregation in addition to the data automatically reported for the accounts held within the Bank.
- c) the (optional and manual) entry by the Client in the application of his/her non-financial asset information (movable and immovable property); and this in order to allow their consolidation and visualization in WealthAggregator.

If the clients wish to obtain an update of the data that they have encoded using the manual entry procedure described below, they must themselves enter the new valuation of their asset data on the date of their choice.

The entry and communication of the aforementioned information in

WealthAggregator is entirely free and carried out at the sole discretion of the Clients who accept the conditions. It allows them to view in WealthAggregator a consolidated statement of their financial assets with the Bank, as well as, if applicable, their financial assets with Third Party Financial Institutions and their other real estate and movable assets.

The Client undertakes to communicate and enter in WealthAggregator only relevant, fair and lawful information which concerns his/her own financial and patrimonial situation. The Client thus undertakes not to communicate via this service information concerning accounts of which he/she is not the holder or the financial situation of third parties. Access to the WealthAggregator Service being conditioned on the existence of myWealth access on the part of the Client, the latter's attention is drawn to the fact that the deletion of the myWealth service results in the deletion of the WealthAggregator service.

2. LIABILITY

The Bank does not guarantee the exhaustiveness or accuracy of the information provided by the Client him/herself.

The Bank expressly informs the Client that his Private Banker has no access to the data encoded by the Client and consolidated in WealthAggregator.

The Client undertakes to indemnify the Bank and its subcontractors against all claims, costs, fees and/or direct and/or indirect damage as a result of acts or claims from third parties which the Client has provided to BGL BNP PARIBAS, without their agreement or in violation of their rights, data or information relating to their accounts or assets.