

DIGITAL WEALTH MANAGEMENT SERVICES GENERAL TERMS & CONDITIONS

A. GLOSSARY

Bank: BGL BNP PARIBAS SA.

beAdvised: refers to the Digital Service for receiving investment advice and/or information messages relating to the Bank's investment strategy reserved for Clients who have subscribed to investment advice or discretionary portfolio management services.

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Client: the Bank's Client(s)

Digital Services: refers to the digital services offered by the Bank's Wealth Management business line to its Clients on myWealth and in particular: WealthAggregator; beAdvised;

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

myWealth: Digital service allowing the Client remote access to a number of banking information and functionalities, including, by way of example, the display of the Client's assets and commitments, the transmission of payment orders as well as the aggregation of his accounts held at the Bank via «Wealth Aggregator».

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.

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

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

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. SCOPE

These General Terms and Conditions for Digital Services apply to the use by any Client of the Digital Services offered by the Bank. Specific provisions for certain Digital Services are contained in section C of these General Terms and Conditions. In the event of any conflict or discrepancy between the provisions contained in Part B and Part C, the specific provisions of Part C shall prevail.

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 personalised electronic communications between the Client and the Bank (including advice provided within the framework of the Digital beAdvised Service to Clients who have subscribed to a My Advisory Partner investment advice offer) 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 the Client's responsibility to check whether the investment is appropriate in the light of his knowledge, financial experience, investment objectives and financial situation. The Bank assumes no responsibility for the appropriateness of each transaction placed or ordered by a Client in terms of its compatibility with his investor profile.

4. PROVISION OF THE DIGITAL SERVICES

The Bank remains free to refuse the subscription to any Digital Service or to restrict the limit of use without having to justify its decision.

The Client is aware that the Digital Services are or may be provided on a shared infrastructure, and accepts the associated risks. The Client understands in particular that an unexpected or sudden increase in the volume of third party transactions may have an impact on the quality or availability of the Digital Services.

The Bank may subcontract all or part of the provision of the Digital Services to third parties (hereinafter, the Service Providers), which may be regulated or not, located in Luxembourg or abroad, inside or outside the European Union, in order to be able to guarantee the Client high quality services, to comply with regulations and to benefit from the technical resources of qualified specialists.

All subcontracting services shall be set up and monitored by the Bank in accordance with the legal and regulatory requirements in force for subcontracting and on the basis of a service contract. Subcontractors will in all cases be subject to a legal obligation of professional secrecy or bound by a confidentiality agreement. The Bank retains full responsibility for compliance with all its obligations under prudential regulations.

5.USE OF THE DIGITAL SERVICES

The Client undertakes to use the Digital Services in a reasonable manner, and not to take any action that has the intention or effect of impairing 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 the Digital Services abroad, and is liable to the Bank for any violation thereof (whether intentional or negligent).

The Client undertakes not to place any buy or sell orders while in a country under sanctions such as Iran, Syria, North Korea, Cuba, Crimea/Sevastopol, including temporarily.

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 errorfree;
- 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,
- 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.

C. SPECIFIC PROVISIONS FOR CERTAIN DIGITAL SERVICES

1. MYWEALTH DIGITAL 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)

- 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.



2. WEALTHAGGREGATOR DIGITAL SERVICE 2.1. SERVICE DESCRIPTION

The Bank offers the Client the possibility of aggregating, via the WealthAggregator function (only available on the PC version), the wealth data concerning his financial assets deposited in the Bank's books, as well as his positions taken in funds administered by Global General Partner S.A. The Client may also decide to manually aggregate financial assets deposited with other Third Party Financial Institutions as well as movable and immovable property making up his assets.

The asset data aggregation service works by:

- a) The automatic retrieval at the first connection of all the bank accounts held by the Client with the Bank and the selection by the latter of the accounts he wishes to aggregate, in order to allow the retrieval of the financial data of the said accounts, as well as;
- b) Optional manual entry by the Client into the application of information on his financial assets held with Third Party Financial Institutions to enable them to be aggregated in addition to the data automatically returned for accounts held within the Bank.
- c) The entry (optional and manual) by the Client into the application of non-financial asset information (movable and immovable property); this is to enable their consolidation and visualisation in WealthAggregator.

If the Client wishes to update the data he has entered using the manual entry procedure described below, he must enter the new valuation of his assets on the date of his choice.

The entry and communication of the above-mentioned information in WealthAggregator is entirely free and carried out at the sole will of the Client, who accepts the conditions.

The client undertakes to communicate and enter into WealthAggregator only relevant, fair and lawful information concerning his own financial and asset situation. He thus undertakes not to communicate via this service information concerning accounts of which he is not the holder or the financial situation of third parties.

For the purposes of aggregating his positions in funds managed by Global General Partner S.A. in WealthAggregator, the Client instructs the Bank to collect the data in question directly from Global General Partner S.A.

As access to the Digital WealthAggregator Service is conditional on the client having myWealth access, the client's attention is drawn to the fact that the deletion of the myWealth service entails the deletion of the WealthAggregator service.

2.2 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.

3.PROVISIONS SPECIFIC TO THE BEADVISED SERVICE 3.1. ELIGIBILITY OF CLIENTS FOR THE BEADVISED SERVICE

The beAdvised Digitial Service is reserved exclusively for clients who have contracted their relationship with the Bank by signing a myAdvisory Essential (formerly CIP) or myAdvisory Partner (formerly A2 or A3) advisory contract or by signing a discretionary management mandate (myMandate).

As access to the Digital beAdvised Service is conditional on the Client having myWealth access, the Client's attention is drawn to the fact that the deletion of the myWealth service will result in the deletion of the beAdvised service.

3.2. SERVICE DESCRIPTION

The beAdvised service, which is offered to Clients who meet the eligibility criteria, consists of receiving information messages ("News") and/or personalised investment advice.

a) Receiving information messages ("News")

A service for receiving information messages is offered to clients who have subscribed to an investment advisory service through a myAdvisory Essential (formerly CIP) or myAdvisory Partner (formerly A2 or A3) contract or the signing of a discretionary management mandate (myMandate).

This information will include the Bank's investment strategy.

The Bank does not provide investment advice in connection with this information. Therefore, before making an investment decision, it is the Client's responsibility to check whether the investment is appropriate in the light of his knowledge, financial experience, investment objectives and financial situation. The Bank assumes no responsibility for the appropriateness of each transaction placed or ordered by a Client in terms of its compatibility with his investor profile.

The Client receiving these information messages will have the possibility at any time to ask the Bank to stop receiving these messages via the beAdvised Digital Service.

b) Receiving personalised investment advice

A service for receiving personalised investment advice is offered exclusively to Clients who have signed a myAdvisory Partner contract (formerly A2 or A3) with the Bank.

This personalised investment advice provided via the beAdvised Service is governed by the contract concluded between the Bank and the Client.

In order to make a decision to invest or enter into a contract of any kind, the Client must first carry out his own examination of the terms of the advisory offer, taking into account the benefits and risks involved. He must therefore have sufficient knowledge of the financial instruments used and the markets in which it will be invested to understand the risks. Clients are invited to consult their own external legal, tax, financial or other advisers as necessary to assess the appropriateness of investing in the recommended instruments.

The Bank does not provide any guarantee of any kind as to the economic return or performance of any investment described in these recommendations and no information given should be construed as constituting such a guarantee.

The Client may ask the Bank at any time to stop receiving personalised recommendations via the beAdvised Digital Service.