



GROUP REGULATORY TERMS AND CONDITIONS GOVERNING THE
RELATIONSHIPS, OPERATIONS AND SERVICES OF CACEIS WITH ITS CLIENTS

2023 edition

INTRODUCTION

These Group regulatory terms and conditions (the “**Group Regulatory Terms and Conditions**” or “**GRTC**”) govern the relationship, operations and services of CACEIS group entities notably CACEIS S.A. subsidiaries, and branches of its subsidiaries (“**CACEIS**”) with its clients.

A reference to the “**Client**” will designate, where the context so requires, any legal person and/or any entity which acts via a legal person and has a contractual relationship with CACEIS. CACEIS and the Client may be referred to herein as the “**Parties**”, and individually each as a “**Party**”.

The relationship between CACEIS and its Clients are governed by:

- As the case may be, dedicated agreements related to specific services (notably and without limitation any custody, account opening, depositary services, paying agent services, administrative and accounting services) (the “**Specific Agreements**”)
- the present GRTC
- the local general terms and conditions (the “**Local GTC**”), where applicable, by each CACEIS entities
- the aside general pricing conditions (the “**General Pricing Conditions**” or “**GPC**”).

The **GRTC**, the **Local GTC**, the **GPC** and the **Specific Agreements** shall be collectively referred to hereafter as the “**Contractual Documentation**”.

The provisions of the GRTC are prevailing over any previous versions of provisions relating to similar topics contained in the Contractual Documentation. Some provisions subject to local laws or regulatory clauses will be detailed in Specific Agreements or in Local GTC and shall prevail on the provisions contained herein.

Duties and obligations of CACEIS are limited to the provisions specifically stated in the Contractual Documentation and any subsequent amendment thereto.

Terms not defined therein shall have the meaning ascribed to them in the Contractual Documentation. Terms used in the singular form include their plural form and vice versa.

ARTICLE 1 - ANTI-MONEY LAUNDERING AND TERRORIST FINANCING /KNOW YOUR CUSTOMER

The Client hereby undertakes to (i) provide CACEIS with any information which in CACEIS’s sole discretion is necessary or required to fulfill its obligations under applicable rules and under local law relating to the prevention of terrorism financing and fight against money laundering together the “**AML Law**”, (ii) to inform CACEIS immediately about all changes which may be relevant for the fulfilment of

CACEIS' obligations under AML Law and (iii) not to deposit with CACEIS books any funds and other assets which have, directly or indirectly, a criminal origin of any nature whatsoever and in particular which constitute the proceeds of drugs trafficking, money laundering or terrorism financing or are linked in any way to any of the offences referred to under AML Law or other act or behavior which constitutes criminal offence under any applicable criminal law.

The Client agrees that CACEIS has the right to require any justification it deems necessary for the verification of the origin of the funds and assets to be deposited. The Client undertakes to provide or procure it with any and all information, confirmation or statement from its end clients, investors or any third parties that CACEIS deems necessary to ensure compliance with the AML Law.

The Client hereby expressly authorizes CACEIS to disclose the information, confirmation or statements received from the Client or the Client's agents to any CACEIS entities, to the extent required for CACEIS to comply with its duties and obligations under applicable AML Law.

ARTICLE 2 – CONFIDENTIALITY

The Parties shall (to the extent that they are not intended for publication and/or are not in the public domain) keep all documents, data and information relating to and/or provided pursuant to the GRTC confidential and shall not (except if permitted and/or to the extent necessary to fulfil their obligations under the Contractual Documentation and/or all applicable rules) disclose them to any third party without the prior written consent of the other Party. CACEIS further agrees to treat all information in its (their) possession pertaining to shareholders as confidential.

None of the Parties hereto shall, unless in the good faith opinion of the Party's counsel it is required to do so by law, order or regulation, either before or after the termination of the GRTC, disclose to any other person (other than to (a) a regulatory agency of competent authority, or (b) an officer, employee, general partner, legal counsel, advisor, auditor, accountant, broker or attorney of or for such Party, or in the case of CACEIS, its (their) employees who need to know such information for the performance of their day-to-day responsibilities under the GRTC) not authorized by the relevant Party to receive the same, any information relating to such Party or to the affairs of such Party of which the Party disclosing the same shall have become possessed during the period of these GRTC and each Party shall use reasonable endeavors to prevent any such disclosure.

Exceptions: the foregoing provisions shall not apply to:

- Published information. This is information that is contained in any generally available publication at the time of the disclosure;
- Publicly available information. This is information that is or becomes available to the public or is generally known other than as a result of an improper action by the Parties hereto or any other Party, including the affiliates of the Parties; or

- Disclosure by a Party which is required by law, regulation or order of a competent authority or pursuant to a court order provided that the disclosing Party shall have given prior written notice to the other Party to the extent permitted by law.

The Parties acknowledge and agree that such confidentiality duty shall continue to be effective without any restriction for a duration ascribed in the applicable national law.

ARTICLE 3 – DATA PROTECTION

I. Definitions

For the purpose of this Article, the following terms have the meaning ascribed to them below:

“GDPR”: means the European Regulation 2016/679 of the 27th April 2016 relating to the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“Data Protection Laws” means GDPR and any applicable national law with respect to the processing of personal data, as may be amended from time to time.

The following terms have the meaning ascribed to them in the GDPR: “personal data”, “processing”, “controller”, “processor”, “third-party”, “recipient”, “transfer”, “personal data breach”, “data subject”, “data protection impact assessment”.

II. General

1. CACEIS and the Client shall comply at all times with the provisions of the Data Protection Laws in respect of any personal data processed by them pursuant to the Contractual Documentation and relevant Specific Agreement(s).
2. CACEIS and the Client acknowledge that for the purpose of the Data Protection Laws, CACEIS may act as data controller (controller) and/or data processor (processor) acting on behalf of the Client (controller), as the case may be in relation to personal data collected or received by CACEIS from or at the direction of the Client and whether received directly or from a third party.
3. Additional information about CACEIS’ classification as processor or controller and the processing carried out by CACEIS, their characteristics, purpose, legal basis as well as the categories of personal data processed and their retention rules are described in “CACEIS position with regards to the General Data Protection Regulation” which is available on CACEIS website: <https://www.caceis.com/who-we-are/compliance/>.

III. CACEIS as controller

1. In providing services to the Client under the Contractual Documentation, CACEIS as controller collects and processes personal data which have been entrusted to CACEIS by the Client for example in order to meet CACEIS's own regulatory obligations by virtue of applicable "know your customer" (KYC) or anti-money laundering (AML) regulations or other applicable laws and regulations or for the needs of CACEIS' internal operations in compliance with its obligations as data controller under the GDPR and the relevant Data Protection Laws.
2. The Parties acknowledge that in such cases, CACEIS processes personal data in a capacity as sole data controller and neither as a data processor acting for the account and under the authority of the Client, nor as joint controllers.
3. The rights of data subjects whose personal data are processed and how to exercise those rights are described in CACEIS data privacy notices that are also available on CACEIS website: <https://www.caceis.com/who-we-are/compliance/>.
4. Accordingly, the Client shall inform any relevant data subjects that personal data relating to them may be processed by CACEIS as data controller in accordance with CACEIS privacy notice and where to access it.

IV. CACEIS as processor

When processing personal data as data processor on behalf of the Client under Specific Agreements (hereafter "Controller"), CACEIS and the Controller agree to comply with their respective obligations under the Data Protection Law. CACEIS as processor:

1. implements appropriate technical and organizational measures in such a manner that processing will meet the requirements of the Data Protection Law and ensure the protection of the rights of data subjects;
2. only processes personal data on the Controller's documented instructions;
3. informs the Controller if, in its opinion any Data Protection Law to which it is subject requires it to process the personal data other than on the Controller's instructions for the purposes of performing its obligations under the Specific Agreements;
4. imposes a duty of confidentiality on staff and third parties with access to personal data and limit access to such personal data;
5. not transfers personal data to a recipient located outside of the European Economic Area, unless:

- a) The recipient is in a jurisdiction in relation to which there is a European Commission adequacy decision, or;
 - b) The transfer is subject to the terms of a contract incorporating standard contractual clauses in the form adopted by the European Commission under Decision C(2021) 3972 or an equivalent or replacement decision or to another transfer mechanism as stipulated in chapter V of the GDPR.
6. requires, as provided for in Article 28(4) of GDPR, any third parties that process personal data to adhere to equivalent obligations as CACEIS undertakes in these GRTC and CACEIS will remain fully liable for the third party's breach of its obligations in relation to the processing of personal data. A general authorization to appoint third parties in connection with personal data processing in the course (sub-processors) as the data of the relevant Specific Agreement(s) and to continue to use those third parties is hereby granted. Information about those third parties (sub-processors) is available upon request from the Client. Notice of any intended addition or replacement of such third parties will be given to the Controller, thereby giving the Controller the opportunity to object to such changes based on reasonable grounds. If the Controller has not objected based on reasonable grounds within 30 (thirty) days as of the receipt of the notice from CACEIS, the use of a new third party is deemed as having been accepted by the Controller;
 7. provides all reasonable assistance to the Controller on request to comply with its obligations under Data Protection Law and in responding to data subjects' requests to exercise their rights under the GDPR. CACEIS may require the Controller to cover expenses incurred by CACEIS in that respect;
 8. takes the necessary steps to, implement technical and organizational security measures appropriate to the risks of processing the personal data, including (but not limited to) pseudonymisation, encryption, user access control, database segregation of personal data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of security measures;
 9. at the Controller's expense, returns to the Controller or deletes all personal data after the termination or expiry of the relevant Contractual Documentation and Specific Agreements in accordance with the Controller's request, subject to any European Union law or European Union Member State law requiring continued storage of that personal data;
 10. at the Controller's request, makes available to the Controller and the competent regulatory authorities all relevant information regarding its data processing activities necessary to demonstrate compliance with Data Protection Law and will facilitate and contribute to any audits regarding compliance with Data Protection Law;

11. notifies the Controller without undue delay after becoming aware of any personal data breach likely to result in a risk to the rights and freedoms of the data subjects and, at the Controller's request, assist with breach investigation, mitigation (including notification of the supervisory authority and data subjects) and remediation; and
12. at the Controller's request and expenses, assists the Controller with carrying out data protection impact assessments and related consultations with data protection authorities.

ARTICLE 4 – TRANSPARENCY OBLIGATION ON SOME CROSS-BORDER ARRANGEMENTS

The Parties agree to comply with their respective obligations under Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements as implemented by applicable national law ("**DAC 6**").

The Client acknowledges that it may qualify as Intermediary or Taxpayer (within the meaning of DAC 6) and has an obligation to report any potentially aggressive cross-border arrangements that it sets up or is aware of to the competent local tax authorities within thirty (30) days.

The Client further acknowledges that CACEIS may have an obligation to report potentially aggressive cross-border arrangements in the context of the services rendered to the Client if: (i) CACEIS qualifies as an Intermediary, (ii) CACEIS identifies a potentially aggressive cross-border arrangement, and (iii) such arrangement has not been reported by the Client or another intermediary or relevant taxpayer.

In light of CACEIS' DAC 6 obligations, the Client agrees and undertakes to:

- a. Notify CACEIS within ten (10) Business Days (or any shorter delay required by the local competent tax authorities) of all arrangements which have been reported to the competent tax authorities in connection with the Client, its investments or its investors or any other activity, and provide CACEIS with all necessary details of those arrangements to satisfy CACEIS's legal obligations under DAC 6 including the arrangement's official reference number or ID communicated by the tax authorities and a summary of the reported arrangement (including the relevant hallmarks);
- b. Upon request from CACEIS, review the details of any potentially reportable arrangement identified by CACEIS in the course of providing its services, and confirm to CACEIS within five (5) Business Days whether they deem the arrangement to be reportable under DAC 6. If so, the Client agrees to report the arrangement to the competent tax authorities within five (5) Business Days, or ensure it is reported by one of their delegates, and provide proof of transmission to CACEIS within ten (10) Business Days (or any shorter delay required by the local competent tax authorities) following the filing date to the tax authorities.

- c. Provide CACEIS (or procure from its delegates) with the details of any DAC 6 assessments performed on potential cross-border arrangements as well as with all reasonable information and assistance necessary for CACEIS to satisfy its obligations under DAC 6.

CACEIS agrees and undertakes to:

1. Provide the Client with all reasonable assistance necessary to satisfy its respective obligations under DAC 6; and
2. Notify the Client of any arrangements reported by CACEIS in connection with Client's activities and provide such arrangement's official reference number or ID communicated by the tax authorities within ten (10) Business Days (or any shorter delay required by the local competent tax authorities).

In respect of sub-clause b) above, if the Client does not deem an arrangement to be reportable or fails to carry out the relevant reporting as required, CACEIS reserves the right to report such arrangement to the tax authorities, which may include confidential information, and CACEIS shall not be responsible for any consequence that may arise from or in connection with the reporting of such arrangement.

ARTICLE 5 – COSTS & CHARGES

All interest, fees, transmission charges, research costs and other costs incurred by CACEIS on behalf of the Client or its beneficiaries, all stamp duties or registration tax, all duties due in connection with the transfer of assets and any duties, taxes or fees due in connection with any business of the Client with CACEIS, including but not limited to any fees, costs disbursements or cash penalties borne or paid by CACEIS for the account of the Client in relation to the settlement of transactions with a central securities depository (a CSD in the meaning of Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and central securities depositories), hereinafter together referred as the “**Costs and Charges**” shall be paid by the Client.

The Client henceforth authorises CACEIS to debit the amount of the aforementioned Costs and Charges from any relevant cash account. The statements of account shall serve as invoices for services rendered. CACEIS Group may recover payment of the amounts owed by the Client by debiting the cash account in relation to any of the Client's financial securities account on which the defaulting operation or transaction was registered or the cash account indicated by the Client for this purpose.

CACEIS may at its sole discretion offset the costs, disbursements, or penalties borne by CACEIS with the costs, disbursements, or penalties received by CACEIS for the Client's account. If applicable, the balance resulting from this netting is withdrawn or paid, as the case may be, under the above mentioned conditions.

In case of a partial settlement under the Regulation (EU) 2018/1229 (CSDR), the Client acknowledges that pursuant Articles 10 and 12 of CSDR, Central Securities Depositories shall allow partial settlement when financial instruments are available unless a derogation applies to the concerned CSD. CACEIS shall carry on any partial settlement according to the Client's request in the relevant instruction or according to the securities account's parametrization requested by the Client as agreed between CACEIS and the Client.

CACEIS does not intend to offer any service as buy-in agent in the meaning of CSDR and will not appoint any buy-in agent on behalf of the Client. The Client undertakes to carry out the relevant steps and to inform CACEIS about the result of any buy-ins in accordance with any applicable buy-in procedure. The Client further agrees to reimburse CACEIS with any and all payments made by CACEIS on behalf of the Client in relation to the applicable buy-in procedure.

ARTICLE 6 – INTERNATIONAL SANCTIONS

Definitions

“International Sanctions” means the economic or financial sanctions imposed on any individual or entity (hereinafter in this article a **“Person”**), aircraft, vessel, country, territory or government including, but not limited to, embargoes, freezing of assets, sanctions against any particular sectors of an economy and other restrictions on engaging in dealings with the above mentioned sanctions targets. International Sanctions are issued, administered or, enforced by the United Nations Security Council, the European Union, France, the United States of America (including the U.S. Department of The Treasury's Office of Foreign Assets Control and the U.S. Department of State), or by any relevant local authority or State.

“Sanctioned Person” means any Person subject to or targeted by the International Sanctions.

“Sanctioned Territory” means any jurisdiction, territory or government targeted or whose government is subject to International Sanctions forbidding or restricting relationships with these jurisdiction, territory or government.

Representations related to International Sanctions

The Client verify and ensure to CACEIS that, any of its subsidiaries, any director, officer, employee, agent, or representative are not:

- (a) a Sanctioned Person, or
- (b) a Person which is:
 - (i) owned or controlled by a Sanctioned Person, or
 - (ii) located, incorporated or resident in a Sanctioned Territory, or
 - (iii) engaged in any activity with a Sanctioned Person, or

(iv) hold funds or any other assets of Sanctioned Person, or

(v) engaged in any activity with a Person located, incorporated or resident in a Sanctioned Territory.

The Client, and its subsidiaries, as requested by applicable rules, has established and will maintain policies and procedures aimed at ensuring compliance with International Sanctions.

The present representations are deemed to be repeated until the termination of the contractual relationship.

Covenants / Undertakings related to International Sanctions

The Client undertakes to immediately inform CACEIS of any fact arising to its knowledge which is likely to make inaccurate any of its representations with respect to International Sanctions provided in the Contractual Documentation.

The Client represents and undertakes that it will not, directly or indirectly, use the proceeds from any activity or dealing accredited to any accounts held in its name with CACEIS, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture or any other Person, in any transaction that could result in financing or facilitating activities or business relationships:

(i) with a Sanctioned Person or a Person located in any Sanctioned Territory, or

(ii) that would potentially, cause any Person to be in breach of International Sanctions.

The Client agrees that it shall not fund all or part of any repayment or prepayment made under the Contractual Documentation out of proceeds derived from any transaction with any Sanctioned Person or any Person located in any Sanctioned Territory.

Instruction's denial or interruption – Information request

CACEIS shall have the right to reject or suspend any payment or financial transfer (either received or to be issued), and to block the related funds and accounts when, according to its own analysis and at its reasonable discretion, the fulfillment of this operation would cause or is likely to cause a breach to an International Sanctions regulation.

CACEIS may ask the Client to provide it with information in accordance to the circumstances and context of any operation such as (but not limited to) the funds nature, destination and source, as well as any supporting documents in order to justify the information provided, especially in case of unusual operation with regard to the operations usually booked on the Client's account.

The Client shall provide the requested information. As long as CACEIS has not been provided with information considered as satisfactory to demonstrate the absence of non-compliance to International Sanctions risk, CACEIS is entitled not to fulfil the Client's instructions and to block the related funds or account when applicable.

The Client is informed that CACEIS may carry out additional investigations with respect to any transaction when, according to its own analysis, the fulfillment of this operation would cause or is likely

to cause a breach to an International Sanctions regulation, and that such investigations may delay the fulfilment of the Client's instructions.

CACEIS shall not be liable towards the Client for any delay in or refusal of execution of any instruction, or rejection of any transaction or funds or account's freezing, due its compliance with International Sanctions. Under such circumstances, no penalty or contractual indemnity will be due to the Client.

ARTICLE 7 – SHARING OF INFORMATION WITHIN THE CACEIS GROUP AND PROFESSIONAL SECRECY

1. Data protection and bank confidentiality waiver

A. CACEIS is legally required to treat data related to its business relationship with the Client (the "Client Data") as confidential. Client Data includes any personal and confidential data (such as name, address, domicile, nationality, date of birth, economic background, business dealings, etc.), including account opening documentation, "Know your customer" documentation, periodical reviews and statements of assets, as well as any information contained in such documents, which may include personally identifiable information regarding the Client, its beneficial owner(s), controlling person(s), affiliates, investors in the funds or other persons or entities connected to the account, investments, transactions or money transfers

B. The Client expressly waives any legal or contractual rights to have the Client Data kept confidential by CACEIS and renounces, to the extent necessary, to any protection or right under the local banking secrecy and/or data protection laws to the extent that:

(i) disclosure of Client Data is provided for in the context of the Contractual Documentation or is necessary for the proper performance by CACEIS of the services to the Client, in particular under Article 7-2 (Communication to third parties), Article 7-3 (Cross-border banking operations), Article 7-4 (Outsourcing); or

(ii) disclosure of Client Data has been otherwise agreed by the Client, or

(iii) disclosure of Client Data to domestic or foreign courts or regulatory authorities (e.g., financial market supervisory authorities or tax authorities) (i) is required or authorized by local or foreign laws or regulations or by competent domestic or foreign courts or authorities, and/or (ii) is necessary to safeguard the legitimate interest of CACEIS, in particular to enforce its rights arising out of or in connection with CACEIS' relationship with the Client.

C. The Client represents and warrants that it has informed, to the extent required under applicable law, any of the persons (e.g. shareholders, beneficial owners, directors, representatives, authorized signatories, investors in funds and shareholders and/or third parties) whose personal data is or may be

included in the Client Data and, to the extent appropriate, obtained their consent to allow the disclosures and/or such other processing of their personal data as provided for under these GRTC.

D. The Client understands and accepts that Client Data transferred outside of the local jurisdiction will no longer be protected by the applicable national law, but will be subject to local data protection and confidentiality laws of the jurisdiction of the transferee and may therefore be subject to disclosure in accordance with applicable foreign laws and regulations.

E. The Client shall have no claim against CACEIS (or any of CACEIS' affiliates, directors, representatives, agents or employees) as a result of, or in connection with, any transfer of Client Data to third parties as described under the terms of this provision.

2. Communication to third parties

A. The Client hereby expressly authorises CACEIS to disclose Client Data (as defined in Article 7-1 herein) to its parent company, affiliated entities within the CACEIS Group or the Crédit Agricole Group, other private third-parties as well as supervisory authorities, administrative authorities or other governmental bodies/agencies in order to allow services to be provided to the Client or transactions to be executed, to ensure compliance with laws, regulations, contractual provisions, business or trade practices, compliance standards or to make any verifications as may be deemed necessary in this context, in particular for reasons of Anti-Money Laundering, Financing of Terrorism and KYC, identifying political exposed persons, determining the tax status of the Client, the beneficial owner or the controlling person, shareholder reporting rules or otherwise for the purpose of exercising supervision on securities transactions. Please also refer to Article 7-3 relating to cross-border banking operations.

B. It is agreed that in such case (i) CACEIS acts in the name, on behalf and under the responsibility of the Client within the limits of a mandate ("mandat") given pursuant to the Contractual Documentation by the Client to CACEIS and (ii) the Client authorizes CACEIS to process and/or to communicate Client Data and releases CACEIS from any local jurisdiction or foreign contractual or legal confidentiality duty, including any duty arising from the local jurisdiction banking secrecy provisions as provided for under the local jurisdiction and any protection afforded under applicable data protection rules.

C. Should the Client revoke this mandate, CACEIS shall in no case be held liable for the consequences arising out of that decision of the Client.

D. In all cases and circumstances, CACEIS is entitled to refuse, in its reasonable discretion and with no need to motivate its decision, to execute such mandate. It shall be the Client's duty to perform such disclosure to the requesting party.

3. Cross-border banking operations

A. The Client agrees that certain cross-border banking operations (in particular fund transfers, the purchase of securities issued by foreign issuers, banking operations in a foreign currency and/or any banking operation otherwise necessitating the intervention of a foreign counterparty) may be subject to a control by foreign corresponding banks or other relevant foreign counterparties of compliance with locally applicable rules, which may in particular include provisions on international sanctions, anti-money laundering rules and rules restricting the trading of derivatives or other financial products. In this context, CACEIS may be required to report to its parent company, to affiliated entities within the CACEIS or Cr dit Agricole S.A., to the foreign corresponding bank and/or the other relevant foreign counterparties information related to the banking relation, including:

- name, address, domicile, date of establishment and nationality of the Client, any beneficial owner or any controlling person, as well as
- any further information related to them; commercial reasons and economic background of a transaction.

By instructing CACEIS to perform these operations, the Client authorizes CACEIS to communicate the data and releases CACEIS from the applicable banking secrecy provisions. CACEIS reserves the right to refuse the instruction if the requested information is not transmitted by the Client.

B. In particular, the Client acknowledges and agrees that data included in fund transfers is processed by CACEIS and other specialized companies, such as SWIFT (Society for Worldwide Interbank Financial Telecommunication). This processing may be realized through centers located in other European countries and in the US, according to their local legislation. As a result, the authorities of the relevant country may request access to personal information managed in such operating centers. Any Client, instructing CACEIS to execute a payment order, is giving his implicit consent that all or any of the data necessary for the completion of the transaction may be processed and/or transferred outside of the local jurisdiction.

4. Outsourcing

A. CACEIS reserves the right to outsource, in whole or in part, certain activities to its parent company and/or affiliated entities within the CACEIS Group located in various European jurisdiction or abroad. Outsourced activities may, for the various CACEIS entities, include but are not limited to payment services, custody functions, fund administration functions, certain back office functions, ancillary services, part of the IT infrastructure, as well as certain activities relating to the screening of counterparties and/or transactions against sanctions lists and/or risk criteria related to money laundering and terrorism financing.

B. In the context of the outsourcing, certain Client information may be made accessible to third parties entrusted with the outsourcing activity, where CACEIS deems it necessary, facilitate or perform transactions entered into or to be entered into by the Client, enhance the provision of its services, execute domestic or cross-border payments or transfers, comply with applicable market rules or applicable laws and regulations, or comply with contractual obligations or internal, legal reputational or operational risk management policies.

ARTICLE 8 – CORRUPTION

CACEIS, along with its parent company the Crédit Agricole S.A., which is ISO 37001 certified, applies particular importance to the fight against corruption and respects all applicable legal obligations or its equivalent in local laws.

CACEIS requires that every client should respect the applicable national laws and regulations relating to the prevention of, and the fight against corruption.

The Client undertakes to respect the said laws and regulations, and to ensure that their officers and colleagues also respect them; and in particular, the Client undertakes not to carry out financial operations on its accounts opened in the CACEIS books, involving the commission of any act of corruption, or influence peddling, bribery, illegal advantage, diversion of public funds or favoritism, and not to offer any undue financial or any other kind of interest.

To the extent that it becomes aware of it, and when this information is in the public domain, the Client undertakes to notify CACEIS within a reasonable period:

- of any indictment or equivalent step, towards itself and/or its officers, and/or towards any person acting on its behalf, undertaken on the basis of a law and/or regulation regarding the fight against corruption and influence peddling;
- of any judgement made against itself and/or its officers, and/or towards any person acting on its behalf, undertaken on the basis of a law and/or regulation regarding the fight against corruption and influence peddling;
- if a Client and/or its officers and/or anyone acting on its behalf are entered on one of the publicly-accessible exclusion lists of international organizations;
- of the signing of any compromise agreement relating to the breach of a law and/or regulation against corruption and influence peddling by the Client and/or its officers and/or any person acting on its behalf.

ARTICLE 9 – MARKET ABUSE

The Client is aware that CACEIS is subject to due diligence obligations relating to market abuse issued by the Directive 2014/65/EU of the Parliament and of the council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“MiFID”), the Regulation (EU) N° 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (“market abuse regulation” or “MAR”) and in particular to suspicious transactions reporting obligations foreseen in article 16 of the MAR. CACEIS cannot be held liable in the completion of the obligations arising from the aforementioned rules.

In this MAR framework, the Client represents, warrants and undertakes that:

- it shall comply with all applicable regulations relating to its transactions, in particular MAR;
- it shall refrain:
 - * from committing or from intending to commit, at any time, market abuse as defined in MAR;
 - * from transmitting any orders which would contravene the applicable rules with respect to MAR;
 - * from any involvement in breach of the rules ensuring the integrity of the financial markets.

ARTICLE 10 – ETHICS, SOCIAL RESPONSIBILITY AND GOVERNANCE (ESG)

CACEIS adheres to Crédit Agricole S.A 's commitments in terms of ethics, health and safety, environmental, social and governmental responsibility and has issued its own policy in this regard (the “CACEIS ESG Policy”). The Client acknowledges having received the CACEIS ESG Policy.

The Client declares and warrants, in this regard, to respect the norms of international and national law applicable in the framework of the Contractual Documentation (including any further change) relating to:

- (i) human rights and fundamental freedoms of the human person, in particular the prohibition (a) of the use of child labor and any other form of forced or compulsory labor; (b) of any form of discrimination within its company or with regard to its suppliers or subcontractors;
- (ii) embargoes, arms and drug trafficking and terrorism;
- (iii) trade, import and export licensing and customs;
- (iv) health and safety of staff and third parties;
- (v) labor, immigration, prohibition of illegal work;
- (vi) environmental protection and reporting of sustainability indicators as entered into mandatory obligations by applicable rules;
- (vii) economic offences, in particular corruption, fraud, influence peddling (or equivalent offence under the national law applicable to the Contractual Documentation), swindling, theft, misuse of company assets, forgery, counterfeiting and any related offence;

- (viii) the fight against money laundering;
- (ix) competition law.

The Client undertakes to cooperate actively with CACEIS and to act in such a way as to enable CACEIS to comply with its obligations with regard to the duty of care diligence and alert CACEIS without delay of any serious breach, or potential serious breach, of the abovementioned standards.

CACEIS shall have the right to carry out audits or have them carried out subject to a reasonable prior notification and as the case may be in compliance with the provisions of the concerned Contractual Documentation.

ARTICLE 11 – AMENDMENTS TO THE GROUP REGULATORY TERMS AND CONDITIONS

1. CACEIS shall be entitled to amend these GRTC at any time, namely but not exclusively to take into account any change to the laws and regulations, banking practice and market conditions. The Client shall be informed of any such amendments by any other means deemed appropriate, in particular by mail, or e-mail or by way of a notice posted on CACEIS' website, on the OLIS' website or any other reporting tool for Clients who opted for such communication means with CACEIS.
2. The Client shall be deemed to have approved the amendments unless CACEIS has received written notice from the Client objecting thereto within two months of notification of such amendments.

Should the Client objects to the amendment, the Parties shall have the right to terminate the relationship in accordance with the Contractual Documentation.

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