



General Banking Terms and Conditions

ABOUT THIS DOCUMENT

This document contains the General Banking Terms and Conditions (the "**Conditions**") on which we provide you with our Accounts and Products.

These Conditions must be read together with:

- the applicable Country Schedule(s), Product Schedule(s) and Operational Materials, each of which is a supplement to these Conditions; and
- the relevant Account Opening Documentation.

Capitalised terms used in these Conditions have the meanings given to them in Part F (*Definitions and Interpretation*) of these Conditions.

These Conditions apply from the time we agree to open an Account, provide a Product to you, or grant you access to the Electronic Platform(s). You need to read and understand these Conditions before opening an Account or applying for a Product or accessing the Electronic Platform(s).

We therefore recommend that you seek independent assistance from your financial or legal advisers before opening an Account or applying for a Product.

We may amend these Conditions at any time.

If you have any questions about these Conditions, please contact your local or regional relationship manager.

CONTENTS

	Page
PART A – GENERAL	1
1. Our Services	1
2. Your Responsibilities	1
3. Instructions	4
4. Confirmations and Statements	6
5. Fees and Taxes	6
6. Indemnity and Exclusion of Liability	7
7. Termination	9
8. Set-off and Security	9
9. Communications	10
10. Assignment and Transfer	10
11. Confidentiality and Personal Data	10
12. Compliance with Laws	12
13. Currency Conversion	13
14. General	13
15. Governing Law	15
PART B – ACCOUNTS AND PAYMENTS	177
16. Accounts	177
17. Time Deposits	177
18. Payments	188
19. Cheques	199
20. File Converters	20
PART C – CUSTOMER TYPES	211
21. Partnerships	211
22. Trusts	211
23. Sole Proprietorships (Individuals)	222
PART D – ELECTRONIC PLATFORMS	233
24. Use of and Access to the Electronic Platform(s)	233
25. Access and Security	233
26. Communication Functionality	233
27. IPR and Electronic Platforms	233
28. Extent and Limitation of Responsibility for the Electronic Materials	244
29. Links	244
30. Liability with Respect to Electronic Platforms	244
31. Users	255
32. Amendment	266
33. No Offer or Advice	266
34. Termination	266
35. Assignment And Novation	277
PART E – ELECTRONIC DOCUMENTS AND SIGNATURES	288
36. Reliance	288
37. Requirements for Electronic Documents and Signatures	288
PART F – DEFINITIONS AND INTERPRETATION	30
38. Definitions	30

39. Interpretation 333

PART A – GENERAL

1. OUR SERVICES

1.1 Accounts and Products

- 1.1.1 These Conditions are the general banking terms and conditions which apply to the relationship between us and you and the Accounts and Products that we provide to you.
- 1.1.2 These Conditions and the Agreement constitute a single agreement between:
- (a) the Customer and the Affiliate Customers; and
 - (b) BNP Paribas and the members of the BNP Paribas Group with which an Account is held or from which a Product is provided.
- 1.1.3 We have absolute discretion on whether or not and how to provide any Account or Product to you.
- 1.1.4 We may, at any time, for any reason and without prior notice to you:
- (a) vary the Accounts or Products; or
 - (b) introduce new Accounts or Products.
- 1.1.5 Where you have applied for an Account or we have agreed to maintain an Account for you, all matters concerning that Account will be governed by, together:
- (a) these Conditions;
 - (b) the Country Schedule for the jurisdiction where the Account is (or is to be) opened (as determined by us based on your elections in the Account Opening Documentation);
 - (c) any Operational Materials for that Account; and
 - (d) the Account Opening Documentation.
- 1.1.6 Where you have applied for a Product or we have agreed to provide a Product to you, all matters concerning that Product will be governed by, together:
- (a) these Conditions;
 - (b) the Country Schedule for the jurisdiction where the Product is (or is to be) provided to you (as determined by us based on your elections in the Account Opening Documentation);
 - (c) the Product Schedule (if any) for that Product;
 - (d) any Operational Materials for that Product; and
 - (e) the Account Opening Documentation.
- 1.1.7 You agree and acknowledge that any Account opened or Product provided by us is subject to all applicable Laws and Local Practices. Accordingly, an Account or a Product may be subject to the sovereign risk of the jurisdiction or market where that Account is opened or that Product is provided.

1.2 Our role

None of us, any member of the BNP Paribas Group or any of our or their Officers is acting as a fiduciary for or an adviser to you. You agree that you are responsible for your own decisions in respect of any Account or Product.

1.3 Outsourcing

You agree that we may, from time to time, and in our discretion, without further notice or being accountable to you:

- (a) delegate, subcontract, employ or otherwise appoint other members of the BNP Paribas Group or a Third Party Provider to carry out any of our obligations under the Agreement;
- (b) outsource certain functions in connection with the operation of our business (including any Account or Product or any administrative or information technology related functions) to other members of the BNP Paribas Group or a Third Party Provider; or
- (c) carry out Instructions with or through other members of the BNP Paribas Group or a Third Party Provider.

1.4 Conflicts

You acknowledge and accept that we can provide an Account or a Product to you even though we, a member of the BNP Paribas Group or any of our Third Party Providers has or may have:

- (a) a material interest in any of your dealings with or Instructions to us;
- (b) a relationship which gives rise to a conflict of interest; or
- (c) a duty to other clients which would otherwise conflict with our or their duty to you.

2. YOUR RESPONSIBILITIES

2.1 Your agreements

You agree that, at all times until the termination of the Agreement, you will:

- (a) complete and sign any documentation and provide us with any material, evidence or information that we may reasonably require to our satisfaction;
- (b) notify us promptly of any changes to information previously provided to us, including any change to your name and (if applicable) your shareholders or directors or any material provision of your constitutive documents;
- (c) comply with and be bound by (i) any applicable Operational Materials when an Account is opened, a Product is provided or when accessing or using any Account or Product, or (ii) any Instructions or directions from us, and promptly notify us in the event of any failure to comply with the same;
- (d) perform all your obligations under the Agreement promptly and no later than the time specified (if any);

- (e) notify us promptly in writing of any deterioration in your finances, business, performance, operations, status or prospects;
- (f) use all reasonable precautions to prevent fraudulent or unauthorised access to or use of an Account or Product;
- (g) not use or allow any person to use any Account or Product in breach of any Law;
- (h) inform us promptly of any error, dispute or suspicion of fraud or illegality in respect of any Account, Product or Instruction;
- (i) be responsible for controlling and verifying any Instructions which you do directly or indirectly through the use of an Account or Product, particularly with regards to the prevention of money laundering and compliance with any AML Laws and Policies; and
- (j) on our request, do all things and execute all instruments and documents as we may in our reasonable discretion consider necessary or desirable for the Agreement or ensuring we can fully enjoy all our rights, powers and remedies we have under the Agreement.

2.2 Your representations

2.2.1 You represent and warrant at all times until the termination of the Agreement that:

- (a) you will not be in breach of any Law or any obligation to another person as a result of your opening, acquiring, operating or using an Account or a Product, entering into the Agreement, making any Instruction, communicating or taking any other action directly or indirectly through the use of any Account or Product;
- (b) you have obtained all necessary consents and authorisations required to open, acquire, operate or use an Account or a Product and enter into or perform any obligation under the Agreement (including, where relevant, those consents and authorisations that allow the Authorised Persons to do these things) and the giving of these consents and authorisations does not contradict with your (or, where relevant, the Authorised Person's) articles of association, by-laws or constitutional documents;
- (c) if you are:
 - (i) a company, you are duly organised and validly existing under the Laws of your jurisdiction of organisation or incorporation and, if relevant under those Laws, you are in good standing; or
 - (ii) an individual (a natural person), you are of full age and sound mind;
- (d) you have full legal capacity, power, authority and right to execute, enter into and exercise your rights and perform your obligations under the Agreement and acquire, operate and use an Account or a Product;
- (e) you are entering into the Agreement as principal (and not for another person as agent or in any other way or capacity);
- (f) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against you;
- (g) no material litigation, arbitration, regulatory or administrative proceeding or investigation is currently taking place, pending or threatened against you, your business or any of your assets;
- (h) no Termination Event has occurred and is continuing and no similar type of event or circumstance would occur as a result of your opening, acquiring, operating or using any Account or Product or your entering into or performing any obligation under the Agreement;
- (i) all information provided by you to us is true, accurate, complete, up to date and not misleading in any way;
- (j) you have fully disclosed in writing to us all facts and information relating to you which you know or should reasonably know and which are material for disclosure to us for the purpose of the Agreement, any Account or Product, any Instruction or any arrangement contemplated by or pursuant to the Agreement;
- (k) any personal data that you have provided to us has been provided with the consent of the relevant individuals and in compliance with applicable Laws including personal data protection and privacy legislation;
- (l) you have made your own independent decisions to open, acquire, operate and use any Account or Product and enter into the Agreement, and if necessary, have taken such independent advice (including tax, accounting and legal advice from professional experts) as you have deemed necessary or advisable so you can decide on and understand the merits, effects and risks of entering into the Agreement, opening any Account, acquiring any Product, making any Instruction or taking any action in connection with the Agreement;
- (m) you are not relying on any representation, warranty, statement of opinion, inducement or other communication (written or oral) made by or on behalf of us in opening, acquiring, operating or using any Account or Product;
- (n) you are entering into the Agreement and are opening, acquiring, operating and using any Account or Product in the course of a business and you are not dealing as a consumer;
- (o) you have read and understood the relevant Operational Materials before opening, acquiring, operating or using any Account or Product, and you will operate or use any Account or Product only in accordance with the relevant Operational Materials;

- (p) you will not use or permit the use of any Account or Product for money laundering purposes or in contravention of any AML Laws and Policies and that any Instructions issued at your request must not be, and are not intended to be, used in those ways;
 - (q) none of you, any of your subsidiaries, your or their respective directors or officers, or, to the best of your knowledge, any of your Affiliates or Officers is a person, that is, or is owned or controlled by any person that is, or is likely to become: (i) the subject of any Sanctions (a "**Sanctioned Person**") or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (a "**Sanctioned Country**");
 - (r) none of you, any of your subsidiaries, your or their respective directors or officers, or, to the best of your knowledge, any of your Affiliates or Officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering Laws in any applicable jurisdiction and you have instituted and maintain policies and procedures designed to prevent the violation of such Laws;
 - (s) you have paid all stamp, registration, notarial or other Taxes or fees due to the Agreement, any Account or any Product that you must pay under any Law; and
 - (t) you are not required to make any deduction for or on account of Tax from any payment you may make under or in relation to the Agreement, any Account or any Product.
- 2.2.2 You acknowledge that:
- (a) you may not deny the truth of your representations in this Clause 2.2; and
 - (b) we are relying on your representations in providing you with any Account or any Product.
- 2.3 **Authorised Persons**
- 2.3.1 You must provide us promptly with details of all Authorised Persons together with any additional information we require from time to time (for example, proof of identity).
- 2.3.2 You must make sure that all Authorised Persons follow all undertakings in the Agreement.
- 2.3.3 You must immediately inform us in writing of any nomination of additional, or removal of existing, Authorised Persons or any variation to their signing authority and in such format as we may require.
- 2.3.4 You acknowledge and agree that:
- (a) unless you and we agree otherwise in writing, each Authorised Person is authorised by you to give Instructions regarding any Account or Product and perform any acts or incur any obligations for and on behalf of you;
 - (b) unless you and we agree in writing, each Authorised Person will continue to be authorised until such time as we receive written notice from you to the contrary; and
 - (c) we may accept Instructions from each Authorised Person and any person we believe in good faith to be an Authorised Person, and you are responsible to us for all of such Instructions.
- 2.3.5 You must:
- (a) provide us with the specimen signature of each Authorised Person; and
 - (b) notify us promptly in writing of any change in the style of any Authorised Person's signature.
- 2.3.6 Any change to the identity of the Authorised Persons or to any details in relation to an Authorised Person (including the style of an Authorised Person's signature) will take effect only on receipt and validation by us of written notification of that change together with any documents or other forms as we may require.
- 2.4 **Affiliate Customers**
- 2.4.1 We may provide an Account or a Product to an Affiliate Customer from time to time, subject to that Affiliate Customer signing the relevant Account Opening Documentation and delivering to us such other documentation as we may reasonably require.
- 2.4.2 Where we have agreed to make any Account or Product available to an Affiliate Customer:
- (a) the Affiliate Customer agrees to authorise you irrevocably to act on its behalf; and
 - (b) unless you and we otherwise agree in writing, the Affiliate Customer agrees that each Authorised Person will be authorised to give Instructions and perform any acts or incur any obligations for and on behalf of it.
- 2.4.3 Where we have agreed to make any Account or Product available to an Affiliate Customer, you and the Affiliate Customer agree to:
- (a) make sure you promptly and completely perform your and each Affiliate Customer's obligations under the Agreement; and
 - (b) pay us immediately upon demand the debit balance on any of your or an Affiliate Customer's Account.
- 2.5 **Joint accounts**
- Where you are more than one person:
- (a) all sums or other property held in your joint Account will be held jointly as joint tenants, with the right of survivorship;
 - (b) your liabilities and obligations under the Agreement will be joint and several;
 - (c) any Instruction or notice may be given to us by any one of you and we will be entitled to treat those Instructions and notices as being given by all of you; and
 - (d) any notice given by us to any one of you will be deemed to be given to all of you.

3. INSTRUCTIONS

3.1 Giving and following Instructions

3.1.1 You agree:

- (a) to make sure that each Instruction is correct, complete, clear and authorised and, where relevant, is in the format we expressly require; and
- (b) that each Instruction is irrevocable, and unless otherwise specified, unconditional.

3.1.2 We may (but are not obliged to):

- (a) refuse to act on an Instruction if:
 - (i) it is not given and received in the manner we specify;
 - (ii) it would result in a breach of any relevant Law or Local Practice;
 - (iii) we consider it is reasonable and practicable to do so;
 - (iv) it would cause a breach of the Agreement or any other agreement between you and us or any other member of the BNP Paribas Group;
 - (v) it is not in accordance with our usual business practices and procedures or any of our internal policies; or
 - (vi) if we, in our sole determination, have reason to believe that the Instruction (or purported Instruction) has not been properly authorised by you or an Authorised Person;
- (b) assume that any Instruction is correct, complete, genuine and authorised by you;
- (c) refuse to act on incomplete or unclear Instructions;
- (d) act on any Instruction without considering if that Instruction is sensible or without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the consequence to you or any person of acting on such Instruction, the amount of money involved or the prevailing circumstances;
- (e) specify additional conditions on which we accept any Instructions; and
- (f) enquire about or attempt to verify the authenticity of any Instruction.

3.1.3 Despite any other provision to the contrary in the Agreement, and if we are not prohibited to do so by Law, we reserve the right, without any liability on our part, not to act, or to delay acting, on any Instruction. However, we will exercise our right not to act or to delay acting on any Instruction only in circumstances we consider in good faith that it is reasonable and appropriate for us to do so. If this happens, we will use reasonable efforts to inform you as soon as reasonably practicable.

3.1.4 For the purposes of carrying out any Instruction, you:

- (a) authorise us to send Instructions on your behalf and act as instructing financial institution (or make sure any other member of the BNP Paribas Group or Third Party Provider acts so);
- (b) acknowledge that in relation to any Instruction relating to an account that is not held by us, we shall only be responsible for sending on the Instruction to the account holding entity, and we take no responsibility for the completion of that Instruction;
- (c) acknowledge that we will be acting for you as your agent to send Instructions (or make sure they are sent) to any other member of the BNP Paribas Group or Third Party Provider;
- (d) acknowledge that any other member of the BNP Paribas Group or Third Party Provider, being the recipient of any such Instructions, is authorised and can act upon them as if it had been given directly by you to that recipient;
- (e) agree to authorise any other member of the BNP Paribas Group or relevant Third Party Provider to provide account and other information to us; and
- (f) acknowledge and agree that we do not guarantee that an Instruction will be carried out within a particular timeframe or in any particular order and there may be a time lag between the time the User provides an Instruction and the time the Instruction is carried out by us. As a result, Instructions may be executed at prices different from those prevailing at the time the Instructions were given. For example, if we receive or read the User's Instructions after the time or deadline we have in place for the instructed actions on any particular day, we may not carry out the Instructions until at least the next day for which we have in place our practice to carry out the Instructions.

3.1.5 You consent to us retaining information in respect of any Instructions made under the Agreement to meet our legal and regulatory obligations and internal policies.

3.1.6 As between you and us, in the absence of manifest error, our records of an Instruction (whether recorded on tape or in paper, electronic or other form) will be conclusive evidence of the fact of receipt or non-receipt of such Instruction and of the contents of that Instruction.

3.2 Instructions by telephone, facsimile, email or other electronic means

3.2.1 You request and authorise us to accept, rely on and act in accordance with any Instruction by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) acceptable to us in our discretion.

3.2.2 You accept and understand that Instructions by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) are subject to availability and acceptability of such method of Instruction by us. We are not obliged to act on any of those Instructions.

- 3.2.3 You acknowledge and accept the risks in giving Instructions by telephone, facsimile, email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool), including the risk that:
- (a) an error occurs in the transmission of any of those Instructions;
 - (b) any of those Instructions is unauthorised or given by an unauthorised person;
 - (c) any of those Instructions is processed more than once if it is given in different forms;
 - (d) any of those Instructions is not received or read by us;
 - (e) we fail to carry out an instruction or request contained in any of those Instructions in a timely manner;
 - (f) we misinterpret any of those Instructions;
 - (g) any information sent by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) contains Malware; and
 - (h) any information contained in any of those Instructions is leaked, delayed, lost in transmission or subject to any other interference.
- 3.2.4 You acknowledge and agree that telephone, facsimile, email, Electronic Document or any other electronic means (including communications on or through any Electronic Platform or Electronic Signature Tool) are each an insecure form of communication and that we do not make any representations or warranties as to the security, completeness or integrity of any information or Instruction transmitted to us by any of those means.
- 3.2.5 You acknowledge that you shall be entirely responsible for establishing effective, appropriate and accessible means to identify and correct input errors prior to sending any Instruction on any Electronic Platform or in relation to any Account or Product. We shall not be obliged to do this ourselves, nor are we obliged to make any such means available to you.
- 3.2.6 We are not obliged to (but may) make enquiries as to the authority or identity of the person making or purporting to give Instructions by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool).
- 3.2.7 Without limitation to Clause 6.3 (*Exclusion of liability*) and Clause 30 (*Liability with respect to Electronic Platforms*), no member of the BNP Paribas Group or its Officers will be liable for any losses arising from or in connection with any Instruction transmitted by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) if you have acted fraudulently or with gross negligence (including, without limitation, in cases where you knowingly allow the use by an unauthorised party of any of your devices, codes, or passwords), or have failed to inform us as soon as reasonably practicable in writing, or by any other means promptly followed by a confirmation thereof in writing, after you find or believe that any of your Access Details have been compromised, lost or stolen, or that any unauthorised Instructions have been issued in connection with any Account or Product.
- 3.2.8 You acknowledge that electronically executed contracts (including contracts executed through the use of Electronic Signatures) are legal, valid and binding on you and are enforceable against you as if they were signed in "wet-ink" writing. You may not dispute the contents of any Account or Product acquired, or related Instruction(s) executed, through electronic channels (including on, through or via any Electronic Platform or Electronic Signature Tool).
- 3.2.9 In any legal proceedings brought in respect of an Instruction to us by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool), you acknowledge and agree that:
- (a) any of those Instructions will be fully binding upon and conclusive against you;
 - (b) any of those Instructions will not be affected or challenged merely on the ground that it is sent or received via email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) and does not bear your or an Authorised Person's physical signature;
 - (c) you will not dispute the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of any Instruction by email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool); and
 - (d) such email, Electronic Document or electronic Instruction is fully admissible in evidence against you as if it had been an original document and physically signed by you or an Authorised Person.
- 3.2.10 We may require any Instruction to us by telephone, facsimile, email, Electronic Document or any other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) to be further confirmed in writing. Any written confirmation of any Instruction must be clearly marked with the words "Confirmation Only – Do Not Duplicate". Otherwise, we may act upon such written confirmation as a new Instruction.
- 3.3 **Stopping or modifying an Instruction**
- If requested by you, we may, in our discretion but subject to Law, use reasonable attempts to cancel, stop or modify an Instruction which we have carried out following receipt in any way of an Instruction. However, we are under no obligation to do so and we are not liable for any loss you incur if we fail to do so.
- 3.4 **Use of rubber stamps or seals**
- 3.4.1 We may, in our discretion and subject to such conditions we may require, agree that Instructions may be given in respect of an Account or Product by the use of your rubber stamp or seal.
- 3.4.2 You acknowledge and accept the risks in giving Instructions by the use of your rubber stamp or seal (including the risk of forgery or the risk that the rubber stamp or seal is used by an unauthorised person).

- 3.4.3 You authorise us to treat any Instructions relating to the Account or Product which bear the rubber stamp or seal as fully authorised by and binding on you. We are not required to make any enquiry as to the authenticity of such rubber stamp or seal or the authority or identity of the person using such rubber stamp or seal.
- 3.4.4 We will not be held liable for any loss arising from or in connection with the use of the rubber stamp or seal.
- 3.4.5 You must immediately notify us in writing of the loss of your rubber stamp or seal.
4. **CONFIRMATIONS AND STATEMENTS**
- 4.1 **Statements and confirmations**
- 4.1.1 We may (but are not obliged to) issue, or make accessible, statements for any Account or Product, or advices or confirmations in relation to any Instruction or action made in connection with any Account or Product at a frequency and method as determined by us in accordance with the applicable Local Practice.
- 4.1.2 You will be deemed to have received such statements, advices and confirmations in accordance with Clause 9.2 (*Communications to you*).
- 4.2 **Electronic methods**
- 4.2.1 You may, at any time by written notice, request us to stop providing you with printed copies of statements, advices or confirmations for an Account or Product and instead transmit the same to you by posting them through the relevant Electronic Platform or any other electronic method made available by us. In such event, you will not dispute the authenticity, validity, accuracy, enforceability or genuineness of any such statements, advices or confirmations by reason that they are posted electronically through such Electronic Platform or otherwise and you further waive any objection to the admissibility in evidence of any statement, advice or confirmation posted through such Electronic Platform or otherwise.
- 4.2.2 Despite any such request, you acknowledge that we may continue to provide you with printed statements, advices and/or confirmations if this is required by any applicable Law or Local Practice.
- 4.3 **Errors and discrepancies**
- 4.3.1 You are under a duty to examine each statement, advice or confirmation promptly following receipt or in the case of any statement, advice or confirmation posted through any Electronic Platform or any other electronic method, promptly following it having been posted. It is your responsibility to notify us if you did not receive a statement, advice or confirmation.
- 4.3.2 You must promptly notify us of any error, discrepancy or unauthorised Instructions relating to any statement, advice or confirmation for an Account or Product by the time specified in such statement, advice or confirmation or as determined by us in accordance with the applicable Local Practice.
- 4.3.3 If you do not notify us of an error, discrepancy or unauthorised Instruction relating to any statement, advice or confirmation by such time:
- (a) all debits, credits and other transactions and entries and the balance of the Account recorded in such statement, advice or confirmation are true and correct and will be conclusive without further proof as against you;
 - (b) you waive any rights to raise objections or pursue any remedies against us in respect of such statement, advice or confirmation; and
 - (c) Clause 6.3 (*Exclusion of liability*) applies.
- 4.3.4 All records maintained by us relating to any details pursuant to or in connection with any Account or Product will be deemed conclusive evidence of our provision of that Account or Product to you in accordance with such records. Unless there is a manifest error in our records, a statement or confirmation from us is taken to be conclusive evidence of their content and binding on you.
- 4.3.5 Despite the above, we may at any time, without giving you any notice (unless that notice is required by any applicable Law or Local Practice), rectify or correct any error in any confirmation, advice or statement reverse entries made in error.
- 4.3.6 We may demand refund of and debit any Account for any overpayment arising from any errors, discrepancies or unauthorised Instructions.
5. **FEES AND TAXES**
- 5.1 **Fees**
- 5.1.1 We may set fees, commissions and charges payable in connection with the Accounts and Products.
- 5.1.2 We may vary the fees, commissions and charges at any time by notifying you in a way that follows applicable Local Practice.
- 5.1.3 You acknowledge that paid fees, commissions and charges are non-refundable.
- 5.2 **Commissions**
- We may pay or receive and retain all normal banking charges, custody charges, commissions, rebates and fees paid to us by any other parties in connection with the provision, operation or use of any Account or Product.
- 5.3 **Costs and expenses**
- All costs and expenses for the use of or access to any Account, Product or any Electronic Platform, in particular, the access and use of any telecommunications or communications networks, shall be yours and paid by you.
- 5.4 **Taxes**
- 5.4.1 You will pay all Taxes applicable to you and payable in connection with any Account or Product.
- 5.4.2 Any payments to be made to us under the Agreement will be without any restriction, condition, set-off or counterclaim and free of any deduction or withholding for or on account of Tax, unless that deduction or withholding is required by Law.

- 5.4.3 If you need by Law to make a deduction or withholding for or on account of Tax, the sum payable by you to us (in respect of which that deduction is required to be made) will be increased to the extent needed to make sure we receive a sum net of any deduction or withholding equal to the sum which we would have received had no such deduction been made or needed. You must make that deduction and any payment required in connection with deduction within the time allowed and in the minimum amount required by Law.
- 5.5 **Foreign Account Tax Compliance Act**
- 5.5.1 If we determine that we are required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 of the United States Internal Revenue Code of 1986 (or the United States Treasury Regulations or other guidance issued under it, any associated intergovernmental agreement, any similar or associated non-US Law or any agreement that we enter into with an Authority pursuant to any of the foregoing) (the "**FATCA Withholding Tax**") as a result of your status under US tax laws and regulations, you authorise us to make such deduction or withholding in respect of any sum payable by us to you that is subject to the FATCA Withholding Tax, so that any payment to you will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service ("**IRS**"), another Authority or any other person on behalf thereof.
- 5.5.2 You agree that we may gather, store, use, process, disclose and report to the IRS, any Authority or any other person such information (including any information relating to any Account, any Product and any Instruction or dealing with you and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you) necessary or helpful for us to comply, as a result of your US tax status or the status of any beneficial owner of you, with any obligation that we have or may become subject to in the future, whether in accordance with the provisions of any Law, or assumed by us pursuant to an agreement with the IRS or another Authority, to provide information or documentation, or necessary or helpful for us to avoid or minimize the application of the FATCA Withholding Tax on payments that we may receive or that we may make to you.
- 5.5.3 You agree to provide us, within 90 days of our request, with:
- (a) any documentation or information relating to your identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of you (including IRS Forms W-9, W-8BEN and W-8IMY);
 - (b) any documentation or information relating to the direct or indirect ownership or holding of any Account or Product; and
 - (c) such written consents and waivers of applicable data protection legislation or other Laws in a form provided or approved by us from your direct and indirect beneficial owners for the purpose of permitting us to take the actions set forth in Clause 5.5.2 above.
- 5.5.4 You agree to inform us within 30 days if any of the foregoing information (including information contained in the documentation and forms described above) changes or is inaccurate, and to provide us with updated documentation, forms and information.
- 5.5.5 If you fail to provide us with the information, documentation, forms, consents or waivers as described in Clauses 5.5.3 and 5.5.4 in a timely and accurate fashion, we shall be entitled to reach whatever conclusions we consider to be appropriate as to the status of any Account or Product.
- 5.6 **Debiting**
- 5.6.1 Without prejudice to any other right which we have under the Agreement or otherwise, we may, without prior notice, immediately debit from any Account:
- (a) any amount (including, any fees, commissions or charges) due and payable by you to us or any other member of the BNP Paribas Group in respect of any Account or Product; and
 - (b) any and all charges and expenses in connection with a termination, suspension or closure of any Account or Product under Clause 7 (*Termination*).
6. **INDEMNITY AND EXCLUSION OF LIABILITY**
- 6.1 **Indemnity**
- 6.1.1 You irrevocably and unconditionally agree to indemnify and keep indemnified each member of the BNP Paribas Group and each of their Officers (together, the "**Indemnified Persons**") immediately on demand against all actions, proceedings, claims, demands, liabilities, damages, Loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes which each Indemnified Person may, directly or indirectly, suffer or incur in connection with:
- (a) us or any Third Party Provider providing any Account or Product to you;
 - (b) use of any Account or Product by you or any of your Users;
 - (c) us relying, acting or declining to act on any Instruction (or purported Instruction) from an Authorised Person or any person we reasonably believe is an Authorised Person, including any reliance by us in good faith on any Instructions or other communication by telephone, facsimile, email, Electronic Document or other electronic means (including on, through or via any Electronic Platform or Electronic Signature Tool) or any Instructions given by the use of your rubber stamp or seal;
 - (d) the use or misuse of any Account or Product by you or any of your Users, the unauthorised sale, transfer or sharing of any Operational Materials by you to any third party, or the disclosure or publication by you of any material (including on the Internet) which infringes the rights of any third party;
 - (e) the exercise or enforcement of any of our rights or the taking of any action against you or any User under or in relation to the Agreement;

- (f) your or any of your User's failure to perform or observe any of your obligations under the Agreement or any violation of any applicable Law;
- (g) your failure to examine each statement or confirmation from us promptly following receipt;
- (h) any information howsoever provided to us in any form by you or your User, including any information provided to us in the Account Opening Documentation, that is erroneous or inaccurate, and any false or inaccurate statement concerning your eligibility to issue any Instruction or use any Product, as described in the Electronic Platform Schedules;
- (i) any misrepresentation by you or your User, whether under the Agreement or otherwise;
- (j) any negligent act, negligent omission, fraud or dishonesty committed or perpetrated by you or any of your Authorised Persons, Users or Officers;
- (k) any introduction into or onto any Electronic Platform or Electronic Signature Tool by you or your User of any Malware or other matter which is malicious, defamatory or technologically harmful;
- (l) any forfeiture, restraint, freeze, attachment or seizure of any of our funds made or issued pursuant to any Law applicable to or affecting you or in connection with or arising from the Agreement or any Account or Product provided under the Agreement;
- (m) any Sanctions or exchange control restrictions which are imposed on you or us from time to time;
- (n) our compliance with any Law in connection with the Agreement or any Account or Product;
- (o) your failure to obtain the consent of any relevant individual prior to disclosing their personal data to us or any Third Party Provider, in breach of any applicable Laws including personal data protection and privacy legislation; and
- (p) any claim made against an Indemnified Person by a Client Counterparty, unless incurred directly due to our gross negligence, wilful default or fraud.

6.1.2 The indemnity available to us under this Clause 6.1 will be in addition to, and not in derogation of, any other protection available to us under the Agreement and any Law.

6.2 Currency indemnity

6.2.1 Each amount due and payable by you to us under the Agreement will be made in the Agreed Currency.

6.2.2 If for any reason the amount we receive (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to us, you will, to the extent permitted by applicable Law, immediately pay such additional amount in the Agreed Currency (converted at the Applicable Rate) as may be necessary to compensate us for the shortfall.

6.3 Exclusion of liability

6.3.1 To the extent permitted by applicable Law, and subject to Clause 6.3.2 below, each Indemnified Person is not liable for any actions, proceedings, claims, demands, liabilities, damages, Loss, costs, fees, expenses or Taxes incurred or suffered by you or any other person, directly or indirectly, in connection with any Account, any Product or the Agreement, including:

- (a) any of the circumstances or events listed in Clause 6.1.1(a) to (p) inclusive;
- (b) any inaccuracy, error or omission of any data, information or message as provided by you;
- (c) the transmission, quality or delivery of any data, information or message by you or by us, whether or not caused by the telecommunications network;
- (d) any Malware, default, defect, deficiency, incompatibility or malfunction in or any breakdown, disruption, delay or failure of, or inability to use or access, any Electronic Platform, any telecommunications, IT Systems or other electronic equipment or system (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);
- (e) any distributed denial of service attack or other technologically harmful material that may infect you or any of your Users' IT Systems, computer programs, data or other proprietary material due to use of any Electronic Platform or accessing or downloading any Electronic Materials (whether or not owned, operated or maintained by us or for the purpose of, or in connection with, any Account or Product);
- (f) the security, confidentiality, accuracy and reliability of all documents, emails, Electronic Documents, Instructions and any information (whether submitted by you or otherwise) transferred through or using any Electronic Platform or Electronic Signature Tool or in connection with any Account or Product, and the consequences of acts committed based on those documents, emails, Electronic Documents, Instructions and that information;
- (g) any error in a confirmation or statement which you fail to notify to us by the deadline stated in Clause 4.3 (*Errors and discrepancies*);
- (h) if a Deposit is lost or destroyed in transit, collection or processing;
- (i) any payments against counterfeit, forged or mutilated cheques, drafts and pay orders;
- (j) our acceptance, as collecting banker, of any Non-Cash Deposit drawn to the order of third parties with a payee's or your endorsement;
- (k) your failure to ensure that cheques are properly and clearly drawn, not drawn by any means so as to facilitate unauthorised alteration, fraud or forgery, or kept safely;
- (l) any losses as a result of any circumstance outside our reasonable control; and
- (m) any acts, errors or omissions of any User in connection with the use of any Electronic Platform or any Instructions, or in connection with any Account or Product.

- 6.3.2 Except as specified in Clause 14.6 (*Exercise of rights and remedies*), we are liable to you for your direct loss to the extent it is directly caused by our gross negligence, wilful default or fraud and in circumstances where the Loss is reasonably foreseeable.
- 6.3.3 We are not liable for any indirect, incidental, consequential or punitive damages, losses or costs including any economic loss, loss of business, loss of profit, loss of reputation, loss of opportunity or for any claim made on you by any other party, even if advised of the possibility of your incurring such damages, losses or costs.
- 6.3.4 Our maximum liability in respect of any payment made or received is the amount of the payment plus interest.
- 6.4 **Our liability limited to specific branch**
- 6.4.1 Our obligations under the Agreement in respect of an Account or Product will be satisfied by recourse to only the branch of BNP Paribas or member of the BNP Paribas Group with which that Account is opened or that provides that Product.
- 6.4.2 You agree that you will not take any steps to recover or seek recourse in respect of any unsatisfied obligations of a branch of BNP Paribas or a member of the BNP Paribas Group under the Agreement from or against any other branches of BNP Paribas or any other members of the BNP Paribas Group.
7. **TERMINATION**
- 7.1 **Suspension and termination**
- 7.1.1 We may, at any time:
- (a) suspend or close an Account; or
 - (b) suspend, replace, withdraw or terminate all or any part of any Product,
- by notifying you in a way we determine that does not contravene any applicable Law or Local Practice, and in relation to any Electronic Platform, subject to and in accordance with Clause 34 (*Termination*) of Part D (*Electronic Platforms*).
- 7.1.2 We may, at any time and without prior notice to you, replace or temporarily suspend the access to or use of all or any part of a Product in order to maintain or enhance that Product.
- 7.1.3 We reserve the right to suspend or close any Account or suspend, withdraw or terminate all or any part of any Product if you breach the Agreement or any term governing the use of that Account or Product.
- 7.2 **Consequences of closure**
- 7.2.1 Upon closure of any Account, we will be released from any further obligations to you in respect of that Account, and may refuse payment of any cheques, drafts or pay orders drawn by you and presented after the date that Account is closed.
- 7.2.2 If at the time an Account is closed, that Account is in credit, we may:
- (a) deposit the balance into any of your other Accounts;
 - (b) send to you a cheque for the balance to your last notified mailing address; or
 - (c) distribute the balance in another manner agreed between you and us.
- 7.2.3 Any unused cheques or other instruments in respect of any Account which is closed will become our property and must be returned to us on demand.
- 7.3 **Outstanding Instructions**
- Any closure or suspension of an Account or termination or suspension of a Product will not affect any outstanding Instruction or any right or obligation which you or we have prior to that termination, closure or suspension.
- 7.4 **Survival of Conditions**
- The following clauses will survive the termination of any Account, any Product or the Agreement: Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and Exclusion of Liability*), Clause 8 (*Set-off and Security*), Clause 11 (*Confidentiality and Personal Data*), Clause 12 (*Compliance with Laws*), Clause 15 (*Governing Law*), Clause 27 (*IPR and Electronic Platforms*), Clause 30 (*Liability with Respect to Electronic Platforms*) and Clause 37 (*Requirements for Electronic Documents and Signatures*), as well as any paragraph in any Product Schedule or Country Schedule that addresses the same subject matter as any of the foregoing Clauses or that concerns banker's liens or other Security.
8. **SET-OFF AND SECURITY**
- 8.1 **Set-off**
- 8.1.1 We may at any time without prior notice to you, apply and set off:
- (a) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed to you by us or any other member of the BNP Paribas Group (including any sums standing to the credit of any of your Accounts),
- in or towards satisfaction of:
- (b) any obligation (whether or not that obligation arises under the Agreement or is present, future, matured, actual, contingent, primary, several or joint) owed by you to us or any other member of the BNP Paribas Group.
- 8.1.2 We may exercise our right of set-off regardless of the place of payment, booking branch or currency of any of the relevant obligations and notwithstanding that the obligation subject to set-off is not a matured obligation (such as, but not limited to, a Time Deposit).
- 8.1.3 If any obligations subject to set-off are expressed in different currencies, then we may convert those obligations at the Applicable Rate.

- 8.1.4 If any obligation subject to set-off is not a matured obligation, the amount subject to set-off may be determined at our discretion and we may (but are not obliged to without prejudice to our rights to effect the set-off under this Clause 8), by notice to you, declare that obligation to be immediately due and payable, upon which that obligation will become immediately due and payable to the extent permitted by applicable Law.
- 8.1.5 If any amount of an obligation owed by us or any other member of the BNP Paribas Group is being set off, then that obligation will be deemed to have been discharged by the relevant member of the BNP Paribas Group for an equivalent amount.
- 8.2 **Combination of Accounts**
We may at any time without prior notice to you, combine, consolidate or merge all or any of your Accounts with, and liabilities to, us or any other member of the BNP Paribas Group and make transfers between such Accounts.
- 8.3 **Banker's Lien**
You grant to us a banker's lien in respect of any Account to secure any and all of your obligations and liabilities to us.
- 8.4 **Set-off and lien without prejudice to other rights**
This Clause 8 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of Law, contract or otherwise).
9. **COMMUNICATIONS**
- 9.1 **Communications to us**
- 9.1.1 Any notice (other than Instructions given in accordance with Clause 3 (*Instructions*)) given by you to us under these Conditions must be in writing.
- 9.1.2 A notice given by you to us is taken to have been given at the time it is actually received by us.
- 9.2 **Communications to you**
- 9.2.1 Any statement, confirmation, notice, demand or other communication may be given by us to you in any manner set forth in Clause 9.2.3 below.
- 9.2.2 We may assume and treat the address, facsimile number, email address or other particulars last notified to us, whether by you or your Authorised Persons, as correct, effective and binding on you.
- 9.2.3 Unless otherwise provided in these Conditions, any statement, confirmation, notice, demand or other communication given by us to you is effective:
- (a) if sent by facsimile, at the time shown on the transmission report as being successfully sent;
 - (b) if delivered personally, at the time of delivery;
 - (c) if sent by post to a domestic address, two (2) Business Days after posting;
 - (d) if sent by post to an international address, five (5) Business Days after posting;
 - (e) if sent by email, through an Electronic Signature Tool or by other electronic means, at the time of dispatch; and
 - (f) if published in daily newspapers, posted at any of our branches or on any of our websites or Electronic Platforms, at the time of publication or posting.
- 9.2.4 Any notice or communication sent by us to any Authorised Person shall also be deemed to have been sent to you, unless otherwise agreed between the parties.
10. **ASSIGNMENT AND TRANSFER**
- 10.1 **By us**
- 10.1.1 We may assign, novate, transfer or otherwise deal with all or any of our rights and obligations under the Agreement without prior notice and consent.
- 10.1.2 We may delegate the provision of any Electronic Platform or the performance of any obligation or function therein, and we reserve the right to use any agents on such terms as we may think fit.
- 10.1.3 You agree not to claim against any person to whom our rights and obligations are assigned, novated or transferred (or any other person who has an interest in the Agreement) any right of set-off or other rights you have against us.
- 10.1.4 You agree to sign and give us or any other person any document we require to give effect to such assignment, novation or transfer.
- 10.2 **By you**
You may not assign, novate, transfer or create any security over any of your rights or obligations under the Agreement without our prior written consent.
- 10.3 **Agreement and Account incapable of having a Security granted in respect of it**
You agree that the Agreement, any Account and any Product are incapable of being voluntarily or involuntarily pledged or having a Security (other than a Security granted pursuant to these Conditions or solely in our favour) granted in respect of it without our prior written consent.
11. **CONFIDENTIALITY AND PERSONAL DATA**
- 11.1 **Duty of confidentiality**
You and we will each treat as confidential any information learned about the other in the course of our relationship, including but not limited to: (i) any information regarding you and your Authorised Persons, any Account, any Product or any Instruction or dealing with you and your Authorised Persons; (ii) any information you provide to us; (iii) the Agreement; and (iv) any contract or document between you and us (such information being "**Confidential Information**"). Except in accordance with Clause 11.2 (*Consent to disclose*), you and we will not disclose that information to any third party without the written consent of the other.

Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 11.1 shall survive any termination of these Conditions. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting Confidential Information after the expiration of such period.

11.2 **Consent to disclose**

11.2.1 We and each of our Officers and Third Party Providers are authorised, at any time and without further prior notice or consent, to disclose Confidential Information to:

- (a) any of our Officers, external auditors, insurers and reinsurers;
- (b) any other member of the BNP Paribas Group and their Officers;
- (c) any of your Affiliates and their Officers;
- (d) any Third Party Provider or any other person acting on our behalf;
- (e) any Authority;
- (f) any person in connection with our exercising rights or dealing with rights or obligations in connection with the Agreement or any contract, document, Instruction, or dealing between you and us (including any actual or potential participants or sub-participants in, assignee, novatee or transferee of, any of our rights or obligations);
- (g) any person when required to do so in accordance with any court proceeding, court order or applicable Law;
- (h) any person to whom you expressly or impliedly consent (including your Authorised Person(s));
- (i) any person under a duty of confidentiality to us; or
- (j) any person when we consider in good faith that disclosure is necessary for any purpose whatsoever in connection with the Agreement.

11.2.2 You may only disclose Confidential Information:

- (a) to your Authorised Persons and only to the extent they need that information to enable you to access and use any Account or Product; and
- (b) to any person as required by applicable Law, provided that if permitted by applicable Law, you must notify us beforehand to allow us to exercise any recourse or action we may have to protect our rights accordingly, and

you shall be solely responsible for ensuring that each of your Users who receives that information keeps that information fully confidential and secure.

11.2.3 You authorise us to conduct credit inquiries on you to obtain any reference or other information required by us to verify the information provided. For this purpose, we may make disclosure of such information concerning you to any consumer creditor grantors, credit bureaux, credit reference agency or financial institutions as we, in our discretion, consider to be relevant.

11.2.4 You authorise us to disclose to any person that you are a user of any Accounts or Products for marketing, reference or other purposes. We may publicise such fact by any means or media. For this purpose, we may make disclosure of such information concerning you as we, in our discretion, consider to be relevant.

11.2.5 Subject to any applicable Law or Local Practice, we may retain your information for any time period as we deem necessary or desirable (regardless of whether any Account, any Product or the Agreement has been terminated).

11.3 **Information relating to employees and other individuals**

11.3.1 We may collect personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals in the ordinary course of our relationship with you. Failure to supply any of the personal data may result in our being unable to open or maintain an Account or provide a Product to you, discuss any other opportunities with you or deal with other matters.

11.3.2 All personal data concerning you, your Officers, your UBOs, your Authorised Persons, your Users and other individuals (whether provided by you or any other person, and whether provided before or after the date you receive the Agreement) may be disclosed to and used by any of the persons listed in Clause 11.2 (*Consent to disclose*).

11.3.3 The purposes for which personal data may be used are:

- (a) in connection with the opening or operation of any Account;
- (b) in connection with the provision of any Product or any other services;
- (c) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against you, your Officers, your UBOs, your Authorised Persons or your Users) any such personal data with other data in our possession;
- (d) in connection with the provision of banker's references about you, your Officers, your Users or your UBOs to other financial institutions or other parties;
- (e) in connection with conducting checks with any credit reference agency or other persons;
- (f) ensuring your, your Officers', your Users' and your UBOs' ongoing creditworthiness;
- (g) determining the amount of your, your Officers', your Users' and your UBOs' indebtedness;
- (h) collection of amounts outstanding from you or your Officers, your Users or your UBOs;
- (i) considering, promoting, improving and furthering the provision of financial or other services or products to you or your Officers, your UBOs or your Users;
- (j) detecting or preventing money laundering, terrorist financing and other criminal activities and any purpose relating to or in connection with compliance with any AML Laws and Policies;

- (k) enabling an actual or proposed transferee of us, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation; or
 - (l) any other purpose relating to or in connection with our business or dealings (including for risk management and administrative purposes).
- 11.3.4 You, your Officers, your UBOs, your Authorised Persons, your Users and other individuals have the right to have access to and correction of your or their personal data. In general, and subject to certain exemptions, you and they are entitled to:
 - (a) enquire whether we hold your or their personal data;
 - (b) request access to your or their personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
 - (c) request the correction of your or their personal data; and
 - (d) be given reasons if a request for access or correction is refused, and object to any such refusal.
- 11.3.5 Before you disclose personal data relating to your Officers, your UBOs, your Authorised Persons, your Users or other individuals to us, you must:
 - (a) ensure that those individuals are aware of the matters set out in this Clause 11 and that they may have legal rights of access to and correction of information held about them by us; and
 - (b) if consent to disclose the personal information of an individual is required by Law, ensure that the consent of that individual is obtained.
- 11.4 **Transfer of information to different jurisdiction**

We may transfer any of the information described in this Clause 11 to any party to whom we are authorised to disclose even though such information may be stored, processed or used in jurisdictions which do not offer the same level of protection of confidential or personal information as is enjoyed in the jurisdiction applicable to you.
- 11.5 **Waiver of applicable non-disclosure obligations**

To the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein, but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent of that party for the purposes of such law.
- 12. **COMPLIANCE WITH LAWS**
- 12.1 **Exercise of rights in accordance with all applicable Laws**

You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable Laws (including, where applicable, compliance with suitability and appropriateness requirements, the preparation or filing of any relevant reports to the relevant authorities, and the maintenance of adequate records in relation to any Account or Product).
- 12.2 **Compliance with AML Laws and Policies**
 - 12.2.1 You will not, directly or indirectly, use any Account or Product or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person.
 - 12.2.2 To comply with any Laws or policies by us or any Authority relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions, embargoes or reporting requirements under financial transactions legislation (including the USA PATRIOT Act and any equivalent or similar law) (together, the "**AML Laws and Policies**"), the BNP Paribas Group may be:
 - (a) prohibited from executing Instructions involving certain persons or entities; or
 - (b) required to report suspicious Instructions to an Authority.
 - 12.2.3 A member of the BNP Paribas Group may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.
 - 12.2.4 If a member of the BNP Paribas Group:
 - (a) is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of Law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to, you, any Account, any Product, any Instruction or dealing with you or any interbank account of a member of the BNP Paribas Group (together, the "**Process**"),
 - (b) believes that it may be subject to any Process under any AML Laws and Policies; or
 - (c) considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies,

we may take any action we consider necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of an Account, refusing a request for funds from you, not allowing you to use a Product, not complying with any Instructions, or delaying or cancelling a Instruction.

- 12.2.5 A member of the BNP Paribas Group need not notify you of any action it has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.
- 12.2.6 You must provide all information requested by any member of the BNP Paribas Group to allow that member to meet its obligations relating to any AML Laws and Policies. You agree that any member of the BNP Paribas Group may disclose such information to any relevant Authority for these purposes.
- 12.2.7 No member of the BNP Paribas Group is liable for any loss arising out of any action taken or any delay or failure by us or a member of the BNP Paribas Group, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause 12 even if any Process under any AML Law and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to you or not required to be complied with.
- 12.2.8 Any payment initiated in connection with any Account or Product will be made at your sole risk. We will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect, relate or be referable to you, any Account, any Product or any Instruction or dealing with you, unless and until such funds are released back to us or you.
13. **CURRENCY CONVERSION**
- 13.1 **Foreign Exchange Transactions**
- 13.1.1 If any Instruction, fee, commission or charge in respect of an Account or a Product is effected or applied in a currency other than the Agreed Currency, we may carry out a Foreign Exchange Transaction.
- 13.1.2 Unless we otherwise agree, if we need to carry out a Foreign Exchange Transaction, we do so at the Applicable Rate. We may deduct our usual costs in connection with any Foreign Exchange Transaction.
- 13.2 **Change in currencies**
- If the country that issued the currency held in an Account changes its lawful currency so that a new currency is, or more than one currency units are, recognised as the lawful currency of that country, then we may repay you in the new currency or currency unit of that country. The conversion is made at the official rate of exchange recognised for that purpose by the central bank of that country and in the manner designated by us (including any necessary changes to payment mechanics, interest calculations, rounding and such other provisions we consider necessary).
14. **GENERAL**
- 14.1 **Entire Agreement and Binding Effect**
- 14.1.1 The Agreement comprises the entire agreement between you and us in respect of the Accounts held by us and the Products provided to you, and supersedes all previous agreements between us and you relating to any Accounts or Products. No other communication between you and us or our representatives forms part of the Agreement.
- 14.1.2 The Agreement will be binding and effective only upon:
- (a) our actual receipt of the relevant signed Account Opening Documentation and any further material, evidence or other information that we may reasonably require to our satisfaction; and
 - (b) the opening of any Account or the provision of any Product to you.
- 14.2 **Inconsistencies**
- In the event of any conflict or inconsistency between the provisions contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document:
- 14.2.1 the Country Schedule;
 - 14.2.2 the Product Schedules (save for the Electronic Platform Schedules);
 - 14.2.3 the Electronic Platform Schedules;
 - 14.2.4 Part D (*Electronic Platforms*) of these Conditions;
 - 14.2.5 the Conditions (other than Part D (*Electronic Platforms*));
 - 14.2.6 any translation of the Conditions other than the English version; and
 - 14.2.7 Part D (*Electronic Platforms*) of these Conditions as presented to Users on the relevant Electronic Platform (except to the extent that those inconsistent terms are terms that had been amended in accordance with Clause 32 (*Amendment*), in which case, they will, unless otherwise agreed, prevail over Clause 14.2.4 above.
- 14.3 **Invalid, illegal or unenforceable provisions**
- 14.3.1 If, at any time, any provision or any part of the Agreement becomes invalid, illegal or unenforceable under any Law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.
- 14.3.2 You agree that we may substitute any invalid or unenforceable provision with a valid and enforceable provision, which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 14.4 **Variation**
- 14.4.1 We may, at any time upon notice to you, vary or supplement any provision of the Agreement, or develop, add to or change the whole or any part of any Account or Product.
- 14.4.2 Any variation to any provision of the Agreement is binding on you if you maintain, or continue to accept, the relevant Accounts and Products after the effective date of the variation.
- 14.5 **Force Majeure**
- 14.5.1 To the extent permitted by applicable Laws, we have no responsibility for any liability, damages, loss, costs or Taxes incurred or suffered by you in connection with our inability or delay in receiving or executing any Instructions, or performing any of our obligations under the Agreement due to any circumstances beyond our reasonable control, including:

- (a) no availability of foreign exchange, exchange control or other government measures or restrictions;
 - (b) adverse market conditions, disruptions in market or exchange, suspension of trading;
 - (c) change in national or international monetary, financial, political or economic conditions;
 - (d) change in Law;
 - (e) natural disasters or pandemics;
 - (f) any act of war, act of terrorism, riot or civil commotion or blockade;
 - (g) any breakdown or failure of transmission, communication or IT Systems;
 - (h) labour disruption, shortage or unavailability of labour or raw materials, postal or other strikes or similar industrial action; or
 - (i) the failure of any clearing house or market.
- 14.5.2 If any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with any Accounts, Products or Electronic Platform, including closing or suspending any Account or suspending, replacing, withdrawing or terminating all or any part of any Product or Electronic Platform, in each case, at our discretion without any liability whatsoever on our part. Any delay or failure of this kind will not be deemed to be a breach of the Agreement by us and the time for performance of the affected obligation by us will be extended by a period, which is reasonable in the circumstances.
- 14.6 Exercise of rights and remedies**
- 14.6.1 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.
- 14.6.2 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
- 14.6.3 Our rights and remedies:
- (a) are in addition to other rights and remedies we have independently by Law outside the Agreement; and
 - (b) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.
- 14.6.4 A failure to exercise or delay in exercising a right or remedy provided by the Agreement or by Law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies.
- 14.7 Rights of Third Parties**
- Unless the relevant Country Schedule states otherwise, and subject to Clause 15 (*Governing Law*), any person (other than a member of the BNP Paribas Group or their Officer or Third Party Provider) who is not a party to the Agreement will have no rights to enforce any provision of the Agreement. The consent of any person who is not a party to the Agreement is therefore not needed to amend the Agreement.
- 14.8 Consent to telephone recording**
- 14.8.1 You consent to:
- (a) the recording in writing, by tape or other means, of our telephone conversations with you; and
 - (b) the use of such recording as evidence in any legal proceedings if there is a dispute between us.
- 14.8.2 There will not necessarily be a warning when the conversations are so recorded.
- 14.8.3 Should we make or keep any record of a telephone conversation, that record will be our sole property and will be conclusive evidence of the fact of any such telephone conversation and the date, time and subject matter of such conversation.
- 14.8.4 Subject to applicable Law, nothing in this Clause 14.8 will oblige us to make any such recordings or keep any such records or release such recordings or records to you.
- 14.9 Provision of Products through the Internet**
- In the case of any Products which utilise or are delivered through the Internet:
- (a) In order to enable you to keep browsing efficiently, we or any Third Party Provider may use cookies on or via our website. These cookies are stored temporarily, not permanently, in your IT Systems, namely for the duration of each visit made by you to the website. You may disable the cookies by changing the setting on your browser. However, depending on which cookies are disabled, you may not be able to access or use certain Products after disabling the cookies.
 - (b) Certain hypertext links on our website will lead to websites which are not under our control. We make no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through our website.
 - (c) When the hyperlinks are to other pages of a website maintained by us then the terms and conditions of that website will apply.
- 14.10 Intellectual Property Rights**
- 14.10.1 You acknowledge and agree that all IPR in the Operational Materials and any other thing or process forming part of or used in relation to an Account or Product are owned by either us or our Third Party Providers and that you do not have, and operation or use of an Account or any Product does not give you, any right, title or interest in that IPR.
- 14.10.2 You agree not to do anything which interferes with, tampers with or otherwise adversely affects any IPR forming part of or used in relation to an Account or Product.
- 14.10.3 You acknowledge that we may use information and knowledge gained in connection with an Account or Product in developing the service and other products, and we will own all IPR in such developments.

14.11 Destruction of documents after microfilming

We may, at our discretion, destroy any cheques or other instruments or documents relating to an Account or Product after they have been microfilmed or stored in any electronic or other medium. Copies of any such documents may be supplied by us on payment of any handling charges imposed by us. Nothing in this Clause 14.11 will oblige us to keep any such cheques, instruments, documents or their copies after any applicable limitation period in relation to such document has expired.

14.12 Provision of information

14.12.1 You consent to us sending you information about products and services that we think you may want to use (including those provided by Third Party Providers).

14.12.2 Any information we give you is for reference purposes only. We are not liable for the accuracy or completeness of the information given.

14.13 Contractual recognition of bail-in

14.13.1 Notwithstanding anything to the contrary in the Agreement or in any other agreement between you and us, you acknowledge, accept and agree that any liability of BNP Paribas arising hereunder or in connection with any Account, Product or otherwise in the Agreement may be subject to the Bail-in Powers of the relevant resolution authority (i.e Single Resolution Board "**SRB**" and the French Autorité de Contrôle Prudentiel et de Résolution "**ACPR**") and you acknowledge, accept and agree to be bound by the exercise of such Bail-in Powers (which may include the power to reduce in full or in part, the principal amount or outstanding amount due (including any accrued but unpaid interest) and/or to convert all or part of the liability into shares or other instruments of ownership) and the effects thereof (including any variation to the terms of any Account, Product or the Agreement as may be necessary to give effect to the exercise of Bail-in Powers by the relevant resolution authority).

14.13.2 Neither the exercise of any Bail-in Power by the relevant resolution authority with respect to any Account, Product or the Agreement nor any reduction of any liability or the conversion thereof into another security or obligation of BNP Paribas or another person, as a result of the exercise of the Bail-in Power by the relevant resolution authority with respect to BNP Paribas, will constitute non-performance of a contractual obligation, or entitle any creditor of BNP Paribas to any remedies (including equitable remedies), which are hereby expressly waived.

14.13.3 For the avoidance of doubt, this Clause 14.13 (*Contractual recognition of bail-in*) applies only to BNP Paribas and not to its Affiliates incorporated outside of the European Union.

15. GOVERNING LAW

15.1 Governing Law and Jurisdiction

15.1.1 Subject to Clause 15.4 (*Governing Law and Jurisdiction of Part D (Electronic Platforms)*) of these Conditions, all matters connected with:

- (a) the operation or use of (or the application for) an Account and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Account is (or is to be) held (as determined by us); and
- (b) the operation or use of (or the application for) a Product and all matters arising from or connected with them are governed by the Laws of the jurisdiction in which that Product is (or is to be) provided (as determined by us)

(the jurisdiction in which the relevant governing law applies being, the "**Relevant Jurisdiction**").

15.1.2 For the benefit of any member of the BNP Paribas Group and each of their Officers or Third Party Providers, you irrevocably agree that the courts of the Relevant Jurisdiction are to have exclusive jurisdiction to settle any disputes arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction and you submit to the exclusive jurisdiction of the courts of the Relevant Jurisdiction in respect of such matters.

15.1.3 You waive any objection to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

15.1.4 You will use your best endeavours to prevent persons not party to the Agreement from bringing against a party to the Agreement, otherwise than in the courts of the Relevant Jurisdiction, any action or proceeding which would, if brought by a party to the Agreement against the other party to the Agreement, have been required to be brought in the courts of the Relevant Jurisdiction.

15.2 Waiver of Immunity

You irrevocably waive, to the extent permitted by applicable Law, with respect to yourself and your revenues and assets, all immunity whether on the grounds of sovereignty or otherwise from suit, legal proceeding, jurisdiction of any court, attachment of your assets (whether before or after judgment) and execution or enforcement of any judgment or order.

15.3 Service of Process

15.3.1 If we request, you will irrevocably appoint a process agent as your agent to receive any document in any court action in connection with the Agreement and notify us of the name and address of the agent.

15.3.2 If you fail to appoint the process agent within seven (7) calendar days of such request, we will be entitled to appoint the process agent for and on behalf of you and we may (but are not obliged to) notify you of the name and address of such process agent appointed. Any charges incurred in such appointment will be borne by you.

15.4 **Governing Law and Jurisdiction of Part D (*Electronic Platforms*)**

- 15.4.1 For the purposes of Part D (*Electronic Platforms*) only, the terms and conditions of Part D (*Electronic Platforms*) and any contractual and non-contractual disputes in connection with it shall be governed by, construed and take effect in accordance with English law.
- 15.4.2 You and we each submit to the exclusive jurisdiction of the LCIA to decide and settle any claim, dispute or matters arising out of or in connection with Part D (*Electronic Platforms*) or established by them (whether contractual or non-contractual). The LCIA shall arbitrate and settle the matter in accordance with the LCIA Rules (hereby incorporated by reference into this Clause), subject to the provisions in this Clause. The number of arbitrators shall be one. The Parties shall provide their nominations for arbitrators within 30 days following service of the request for arbitration. The language to be used in the arbitration proceedings shall be English, and the place of the arbitration shall be London, England. The arbitrator shall decide which party shall bear the costs of the arbitration. The arbitration award shall be final and binding on the Parties.

PART B – ACCOUNTS AND PAYMENTS

16. ACCOUNTS

16.1 Opening of Accounts

16.1.1 The opening of any Account is at our discretion.

16.1.2 If an Account is closed within three months of being opened, we may, at our discretion, levy a charge in accordance with the applicable Local Practice.

16.2 Currency

The balance of any Account is held in the currency that you elect in the Account Opening Documentation.

16.3 Interest

16.3.1 Each Account may or may not be interest-bearing as notified by us to you.

16.3.2 The rate of interest, if any, will be as specified by us from time to time and may be fixed or varied as we determine. You expressly acknowledge and agree that, if the market interest rate for any currency becomes negative, we may charge negative interest to your Accounts denominated in such currency or deduct an administration fee from your Accounts, in order to compensate us for any losses we suffer as a result.

16.3.3 We pay interest, if any, on a monthly or other regular interval as we determine.

16.3.4 The daily interest rate is calculated in accordance with market convention for the relevant currency.

16.4 Overdrafts

16.4.1 You must not, at any time, overdraw any Account, unless by prior arrangement with us.

16.4.2 We may agree to make an Overdraft available to you in any currency we offer on terms and conditions we specify.

16.4.3 We may (but are not obliged to) also honour drawings if you overdraw your Account without prior arrangement or exceed any agreed Overdraft limit.

16.4.4 Subject to the terms of any formal Overdraft facility, if we allow an Account to be overdrawn:

(a) this only applies for that particular instruction and this does not mean that we will allow a similar Overdraft in the future;

(b) the amount by which the Account is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount; and

(c) that advance is payable on demand.

16.4.5 If we set a limit for an Overdraft and if the Account debit balance exceeds the limit, then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time. We do not take into account any uncleared funds in calculating the unused portion of an Overdraft.

16.4.6 Interest on an Overdraft is calculated and accrues on a daily basis on any debit balance on the overdrawn Account, and is charged at a rate determined by us from time to time. Any accrued interest is payable on demand and debited to the overdrawn Account or any other Account at monthly intervals.

16.4.7 If you:

(a) overdraw an Account without prior arrangement; or

(b) exceed the limit of any agreed Overdraft,

we may charge interest at a Penalty Rate on a compounded basis, which may be higher than its normal interest rate for Overdrafts and you will be responsible for the consequences resulting from this Overdraft including any additional costs and expenses incurred by us.

16.5 Dormant Account

If an Account is dormant for six calendar months or with a balance of less than the amount fixed by us from time to time, we may charge a maintenance fee on such Account.

17. TIME DEPOSITS

17.1 Term and currency

17.1.1 A Time Deposit is available for any term and in any currency we offer.

17.1.2 To the extent allowed by applicable Law, if you wish to hold a Time Deposit (or make an interest or principal payment) in a different currency to the currency of the funds deposited, we may (but are not obliged to) execute a Foreign Exchange Transaction.

17.1.3 Where you are funding a Time Deposit from an external source and we do not receive funds by the applicable cut-off time, you agree that we have the right to not place the Time Deposit or to vary the previously agreed interest rate.

17.1.4 Details of the applicable interest rates are available from us. Interest rates vary depending on the currency, term and amount of the Time Deposit and are fixed for the specified term selected by you.

17.1.5 Interest payments can only be made at maturity of the Time Deposit. Interest is added to the principal and paid to you at maturity.

17.2 Maturity

17.2.1 Deposits which mature on a day which is not a Business Day are payable on the first Business Day following that day (unless we determine otherwise).

17.2.2 You must give us Instructions whether or not to renew a Time Deposit prior to the cut-off time determined by us in accordance with applicable Local Practice.

- 17.2.3 Any renewal is subject to the applicable interest rate at the time and, even if you request renewal, we may not accept those Instructions and we may repay the Time Deposit to you.
- 17.2.4 If, for any reason, we do not have maturity Instructions from you within the applicable time limit, we may (but are not obliged to) renew the Time Deposit for a similar term with interest at the prevailing interest rate for the term.
- 17.2.5 Withdrawals of Time Deposits may not be made by means of cheques.
- 17.3 **Early repayment and partial withdrawal**
- 17.3.1 We may, at your request, terminate your Time Deposit prior to maturity. If we allow early termination, you will pay any early termination fee we determine and you may forfeit interest.
- 17.3.2 Your Time Deposit may be terminated prior to maturity for the purposes of set-off under Clause 8.1 (Set-off).
- 17.3.3 Unless permitted by the applicable Local Practice, partial withdrawal of Time Deposits is not permitted.
18. **PAYMENTS**
- 18.1 **Acceptable forms of payments**
- 18.1.1 Subject to any restrictions contained in these Conditions, the applicable Country Schedule or in another document, the following constitute acceptable forms of payments into, and out of, an Account:
- (a) cheques, drafts and pay orders;
 - (b) telegraphic transfers;
 - (c) domestic transfers;
 - (d) direct debit payments; and
 - (e) such other method approved by us.
- 18.1.2 The availability of any of the forms of payments is determined by us in our discretion, and you acknowledge and agree that we are not required to give you reasons for the non-availability of any of the forms of payments.
- 18.2 **Deposits in Accounts**
- 18.2.1 Deposits in an Account will be subject to such limits as we may, from time to time, decide.
- 18.2.2 Deposits must be in a currency acceptable to us.
- 18.2.3 Deposits should be made by using our standard deposit forms. The forms must clearly state your name, the Account number, the amount and, when applicable, the term.
- 18.2.4 We may refuse to accept any Deposit for any reason, including without limitation, if any information or documentation requested by us is not provided or, in our opinion is insufficient or unsatisfactory.
- 18.2.5 You represent and warrant that you have legal and beneficial title to any Deposit you instruct us to credit to an Account.
- 18.2.6 You acknowledge that deposit slips are not valid receipts or documents of title. In the case of any Deposit in cash, if the amount indicated on the deposit slip differs from that of our cash count, our cash count will be final and conclusive.
- 18.3 **Non-Cash Deposits**
- 18.3.1 When Non-Cash Deposits are deposited for credit to an Account, we are not obliged to credit such Account immediately until and unless the Non-Cash Deposits have been cleared, the proceeds have been received and are considered to be Cleared Funds.
- 18.3.2 We may send a Non-Cash Deposit to another location for collection or processing.
- 18.3.3 We may return any Non-Cash Deposit or payment Instruction in respect of deposited funds, which we have been unable to clear.
- 18.3.4 We may reverse any relevant credit to an Account, or seek recourse from you, if a Non-Cash Deposit is subsequently dishonoured or lost for any reason. We are not liable for the value of the unpaid Non-Cash Deposit.
- 18.3.5 We may (but need not) re-present on your behalf any Non-Cash Deposit which is unpaid on presentation to the drawee bank. However, re-presentation does not affect our right of recourse to you at a later date if the Non-Cash Deposit is dishonoured.
- 18.3.6 A Non-Cash Deposit drawn to the order of a third party with a payee's or your endorsement on it may be accepted for deposit at our discretion.
- 18.4 **Withdrawals from Accounts**
- 18.4.1 Subject to Clause 17 (*Time Deposits*), we will allow a withdrawal from an Account on your Instructions if:
- (a) you have Cleared Funds in such Account at least equal to the withdrawal amount;
 - (b) the withdrawal, including any payment Instruction, is completed by the cut-off time and in compliance with any requirements we may impose from time to time;
 - (c) the withdrawal is made by means of a withdrawal slip or other instruction document as we may set from time to time; and
 - (d) you produce any evidence of identity we require prior to a withdrawal.
- 18.4.2 We may pay you any amount withdrawn from any Account by any method acceptable to us at our discretion.
- 18.4.3 If an Instruction for withdrawal is received on, or specifies a payment date falling on, a non-Business Day, the payment will be processed on the next Business Day.
- 18.4.4 We may, at any time, at our discretion, impose a limit on the amount that may be withdrawn by you.
- 18.4.5 We may, at our discretion, not allow partial payment of any instruments.

- 18.4.6 We may, at our discretion, allow withdrawal of funds that are not Cleared Funds. If withdrawal occurs and the funds are subsequently reversed or dishonoured, you are liable for the value of the relevant debit to the Account.
- 18.4.7 In connection with any funds transfer Instruction, you:
- (a) acknowledge that we and any Third Party Provider may rely upon the identifying number of the beneficiary and the beneficiary's bank included in the funds transfer Instruction and that the beneficiary's bank may make payment on the basis of such identifying number even if it identifies a person different from the named beneficiary; and
 - (b) agree that you will be responsible for the consequences of any inconsistency between the name and identifying number in such Instructions.
- 18.5 **International Payments**
- 18.5.1 You appoint us as your agent to send Instructions to a Correspondent to make an International Payment.
- 18.5.2 You acknowledge and agree that a Correspondent may charge commissions, fees or charges in making an International Payment to a payee's account, for which we have no control over. They may be paid by the payee separately or deducted by the Correspondent from the funds paid to the payee's account. Where such a deduction is made by the Correspondent, the payee will receive funds less than the value amount specified in the Instruction.
- 18.5.3 A Correspondent may at any time convert a payment to its own preferred currency before effecting the payment.
- 18.5.4 We may receive payment of commissions from or enter into commission or revenue sharing arrangements with our Correspondents.
19. **CHEQUES**
- 19.1 **Cheque books**
- 19.1.1 Cheque services and cheque books are provided or issued at our discretion.
- 19.1.2 You must take all necessary steps to prevent unauthorised or fraudulent use of the cheque books, including keeping them in a safe place and maintaining adequate systems and procedures by which you can ascertain within a reasonable time whether an Account is being debited with amounts not authorised by you. Cheques should not be pre-signed in blank.
- 19.1.3 We may issue new cheque books automatically. You may request a new cheque book by either filling out the application form in the cheque book or by any other process we offer. We may, at our discretion, refuse to issue a new cheque book.
- 19.1.4 Cheque books sent to you are sent at your sole risk and cost. Upon the receipt of a new cheque book, you must verify the cheque serial numbers, account number, the name of the account holder, as well as the number of cheques before use.
- 19.2 **Writing cheques**
- 19.2.1 Cheques are encoded and may be used only for drawings on the Account in relation to which they are linked.
- 19.2.2 You or an Authorised Person must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery.
- 19.2.3 Every alteration on a cheque must be clearly marked and confirmed by the full and complete signature of the person making the cheque.
- 19.2.4 We may dishonour and return any cheque that is:
- (a) not drawn in the currency in which the related Account is denominated;
 - (b) not written in non-erasable ink or ball-point pen;
 - (c) not completed in accordance with these Conditions;
 - (d) post-dated or out of date;
 - (e) not in a language acceptable to us;
 - (f) ambiguous; or
 - (g) otherwise not in a form acceptable to us or not in conformity with the requirements of the relevant cheque clearing house.
- 19.2.5 We may mark cheques as "good for payment" to another bank, in which case, your Account will be immediately debited with the amount of the marked cheque. Payment of the marked cheque will not be able to be stopped.
- 19.2.6 If several cheques are presented to us for payment simultaneously, we may decide on the order of preference for payment at our discretion.
- 19.2.7 If numbers are used to represent the day and month in the dating of cheques, we may construe the cheque as dated in order of day, month, year or other order in accordance with the relevant Local Practice.
- 19.2.8 We are authorised to honour any cheque or other instrument expressed to have been drawn before any change in the style of signature of any Authorised Person even though it is presented after receipt by us of written notification of the change of signature.
- 19.3 **Loss, theft or misuse of cheque books**
- 19.3.1 You must notify us as soon as you:
- (a) become aware that a cheque book, blank cheque or signed cheque may have been lost or stolen; or
 - (b) suspect or become aware that there has been unauthorised access to a cheque book.

- 19.3.2 If you become aware that a signed cheque has been lost before being received by the designated beneficiary, you may by way of Instruction either:
- (a) stop payment on the cheque; or
 - (b) issue a replacement cheque, which must be in favour of the same designated beneficiary and of the same amount and currency as the lost cheque.
- Upon issuance of a replacement cheque, the original lost cheque will be deemed to be countermanded and cancelled.
- 19.3.3 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen cheque book.
- 19.3.4 Subject to applicable Laws, you are liable for any unauthorised Instructions that occur on the Account linked to a lost, stolen or misused cheque book.
- 19.4 **Stop payment Instructions**
- 19.4.1 Unless otherwise permitted by us, any Instruction to stop payment of a cheque must be made in writing to us giving the correct number and details of the relevant cheque.
- 19.4.2 We will not be responsible for any loss or damage, which may arise if a cheque is paid prior to the receipt of the Instruction to stop payment or if we fail to implement any stop payment Instruction.
- 19.4.3 You will:
- (a) indemnify us immediately upon demand and hold us harmless against any loss or damage arising from us acting upon any such Instruction; and
 - (b) notify us promptly in writing if the cheque is recovered or destroyed or when the Instruction is cancelled.
- 19.4.4 All payment Instructions are automatically cancelled on the date Instructions to stop payment are actually received by us or six months (or such other period as determined by us in accordance with the applicable Local Practice) after the date of the cheque, whichever is earlier.
20. **FILE CONVERTERS**
- 20.1 We may, from time to time and at your request, provide you with converter tool(s) (a "File Converter") that will enable you, and your Affiliate Customers, to convert payment files for the purposes of uploading the same into our Electronic Platform(s) and ultimately processing Instructions on your, and your Affiliate Customers', behalf.
- 20.2 Any such File Converter tool is a Product for the purposes of the Conditions.
- 20.3 Without prejudice to any other term of the Conditions, by installing and using a File Converter you acknowledge and agree that:
- 20.3.1 you are aware of and accept any and all risks associated with the use of such File Converter; and
 - 20.3.2 we make no representations or warranties and we assume no liability to you or any of your Affiliate Customers as regards the integrity, accuracy or reliability of any data or information generated, converted or processed by such File Converter or of any Instructions initiated through such File Converter.

PART C – CUSTOMER TYPES

21. PARTNERSHIPS

21.1 Application to partnerships

21.1.1 This Clause 21 additionally applies where you are a partnership.

21.1.2 In the Agreement, all references to "you" will be construed to include each partner of the partnership (whether or not the partnership has legal personality).

21.2 Operation of partnership Accounts

21.2.1 You represent and warrant at all times until the termination of the Agreement that:

- (a) each partner is not in breach of any of its express or implied duties under the partnership agreement and any other document in respect of the partnership; and
- (b) each partner is acting in accordance with the terms and conditions and purpose of the partnership.

21.2.2 Subject to any applicable Law and the terms of the partnership agreement, you agree that, at all times until the termination of the Agreement:

- (a) each partner's liability under the Agreement will bind all the partners of the partnership jointly and severally;
- (b) any new partners to the partnership will accept each existing partner's liability under the Agreement to us;
- (c) no alteration in the membership of the partnership will affect the appointment of any Authorised Person in any way;
- (d) unless otherwise agreed by us, each partner who ceases to be a partner of the partnership will remain liable for any existing obligations and liabilities under the Agreement to us; and
- (e) if a partner ceases to be a partner of the partnership, unless we receive notice to the contrary in writing from the remaining partners, we may treat the remaining partners as having full power to carry on the business of the partnership and operate and use the Accounts or Products as if there has been no such alteration.

22. TRUSTS

22.1 Application to trusts

22.1.1 This Clause 22 additionally applies where you are a trust.

22.1.2 In the Agreement, all references to "you" will be construed to mean the trustee of the trust.

22.2 Operation of trust Accounts

22.2.1 You will not be required to give the representation in Clause 2.2.1(e).

22.2.2 You represent and warrant at all times until the termination of the Agreement that:

- (a) you are entering into the Agreement as trustee of the trust (and not in any other capacity)
- (b) you have the capacity, power and authority under the terms of the trust instrument and any other document in respect of the trust;
- (c) you are acting in accordance with the terms and conditions and purpose of the trust instrument;
- (d) you enter into the Agreement with the consent of, and for the benefit of, the beneficiaries of the trust;
- (e) you have assumed all obligations under the Agreement in your capacity as trustee and not in your personal capacity and any power or right conferred on you under the Agreement will not extend to any of your personal assets or any assets held by you as trustee for any other trusts;
- (f) no assets of the trust have been resettled or set aside or transferred to any other trusts;
- (g) the trust has not been terminated, nor has the date or any event for the vesting of the assets of the trust occurred;
- (h) your right of indemnity out of, and lien over, the assets of the trust has not been limited in any way and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the assets of the trust;
- (i) your lien over the assets of the trust has priority over the rights of the beneficiaries; and
- (j) the rights and interest of the beneficiaries in and to the trust assets are subject to our rights and interest in the trust assets under the Agreement and any rights and interests you have in the trust assets to which we may be subrogated.

22.2.3 You agree that, at all times until the termination of the Agreement:

- (a) you will not allow the trust instrument and any other document establishing the trust or governing the operation of the trust to be materially amended, unless you have notified us in writing;
- (b) you will ensure that there is no resettlement, setting aside or transfer to any other trust or person of any of the assets of the trust;
- (c) unless otherwise agreed by us, you will not do anything that would cause or enable your removal as trustee of the trust nor will you retire as trustee of the trust;
- (d) you will ensure that the vesting date is not determined, and will not otherwise alter, shorten or fix the vesting date under the trust Instruction;
- (e) you will ensure that there is no restriction or limitation on or derogation from your right of subrogation or indemnity (whether or not arising under the trust instrument);

- (f) you will not make any distribution of the income of the trust if a Termination Event has occurred and is continuing or if a distribution will in any way adversely affects the value of our Security; and
 - (g) if the trust is a unit trust, you will not permit any redemption of units in the trust.
- 22.2.4 You irrevocably and unconditionally agree to indemnify and keep indemnified each Indemnified Person immediately on demand against all loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes, which each Indemnified Person may directly or indirectly suffer or incur in connection with:
 - (a) any representation given by you in Clause 22.2.2 above being erroneous or inaccurate; or
 - (b) your failure to perform or observe any of your obligations set out in Clause 22.2.3 above.

23. **SOLE PROPRIETORSHIPS (INDIVIDUALS)**

23.1 **Application to sole proprietorships (individuals)**

This Clause 23 (*Sole Proprietorships (Individuals)*) additionally applies where you are an individual (a natural person) and you are a sole proprietorship.

23.2 **Operation of sole proprietorship (individual) Accounts**

You agree that, at all times until the termination of the Agreement, you will not operate or use any Account or Product for any private or non-business purposes.

PART D – ELECTRONIC PLATFORMS

24. USE OF AND ACCESS TO THE ELECTRONIC PLATFORM(S)

- 24.1 Where we have agreed to make available or provide to you use of and access to any Electronic Platform (in whole or in part), the terms in this Part D of these Conditions shall apply.

25. ACCESS AND SECURITY

- 25.1 Use of and access to any Electronic Platform is protected by the access and security measures described in this Clause 25 and may be subject to additional access and security measures described in the relevant Electronic Platform Schedules.
- 25.2 You shall implement and maintain all reasonable security procedures and measures (including those set out in any applicable documentation) in order to protect your IT Systems, the Electronic Platform(s), the Electronic Materials or the Access Details against unauthorised use or access, and any systems or materials accessible through any Electronic Platform from unauthorised access, alteration, destruction, corruption or loss.
- 25.3 You shall provide us with all reasonable assistance and information requested by us from time to time so we can make any security checks on any Electronic Platform as we consider necessary, desirable or appropriate.

26. COMMUNICATION FUNCTIONALITY

- 26.1 This Clause 26 shall only apply to the extent that the Communication Functionality is made available to you via the Electronic Platform(s).
- 26.2 You may request access to and use of the Communication Functionality and following such request, we may, in our sole and absolute discretion, grant you access to such Communication Functionality.
- 26.3 We reserve the right to suspend or cancel your or any User's access to the Communication Functionality at our sole and absolute discretion and without notice to you or the User.
- 26.4 Unless otherwise specified in the relevant Electronic Platform Schedule, you and Users may not, and will not attempt to send orders or Instructions by means of the Communication Functionality. Without prejudice to any of our rights or remedies under these Conditions or otherwise at law (including in particular Clause 26.3 above), in the event that you attempt to send an Instruction by means of the Communication Functionality, then we shall be entitled (in our sole and absolute discretion) to accept or reject such orders or Instructions.
- 26.5 You and each User agree to grant us a worldwide, perpetual, royalty-free, irrevocable, transferable licence to use, copy, modify, reproduce, display and distribute any Communication Material in any manner that we choose. Notwithstanding the foregoing, where a User chooses to upload an image or photograph for linking to his user ID (a "**User Image**"), this licence shall only extend to use of such User Image within the Electronic Platform(s).
- 26.6 Users will ensure that User Images are appropriate for use within the Electronic Platform(s), and are not obscene, offensive, defamatory or abusive, and warrant that our use of the User Images will not infringe any third party rights including IPR.
- 26.7 You and each User must not use any Electronic Platform:
- (a) in a manner or transmit or upload or create any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including IPR and privacy rights) or applicable Laws;
 - (b) to send unsolicited messages or communications in any form in contravention of any applicable Laws;
 - (c) to send, post or host harassing, abusive, libellous or obscene materials or assist in any similar activities; or
 - (d) to assist or permit any persons to engage in any of the activities described above.
- 26.8 You and each User agree to use the Communication Functionality solely for the purpose of communication in connection with accessing your Account(s) or using any Product.
- 26.9 You and each User acknowledge that the Communication Functionality is accessible by internal users of the BNP Paribas Group that belong to different business units, some of whom may not be permitted to access information which, if disclosed, would have a material impact on the market price of one or more securities or likely to be considered by a reasonable investor to be material for their investment decision ("**Material Non-Public Information**"). You and the Users undertake not to include any Material Non-Public Information in any Communication Material.
- 26.10 You and each User acknowledge and agree that we may monitor and record use of any Electronic Platform and any Communication Material.
- 26.11 We reserve the right to remove without notice, material from any Electronic Platform, which in our sole and absolute discretion, is objectionable or violates these Conditions, third party rights or any applicable Laws.
- 26.12 You and each User acknowledge that we are under no obligation to read, confirm, action a request, or otherwise respond to any communication made via the Communication Functionality. Consequently, you and each User acknowledge that all communications that require our urgent attention should be communicated to the relevant team within BNP Paribas by alternative means, such as by phone.
- 26.13 We accept no liability for any content or transmission of any Communication Material and without limiting Clause 6 (*Indemnity and Exclusion of Liability*), you shall indemnify and hold us harmless against any third party liabilities, claims, costs, Loss or damage that we or any other member(s) of the BNP Paribas Group incur as a result of your and any User's use of the Communication Functionality.

27. IPR AND ELECTRONIC PLATFORMS

- 27.1 Without prejudice to Clause 14.10 (*IPR*), all right, title, interest and IPR in any Electronic Platform and Electronic Materials are the property of BNP Paribas or its licensors. BNP Paribas will have the conduct of all claims, disputes and proceedings relating to any such IPR (including any proceedings to which you are a party) (each, a "**IPR Claim**"). BNP Paribas will, in its sole and absolute discretion, decide what action (including litigation, arbitration or compromise), if any, to take in respect of IPR Claims. BNP Paribas will not be obliged to bring or defend any proceedings in relation to any such IPR.

- 27.2 You and the Users may use, display, download and print copies of Electronic Materials for Permitted Purposes. However, all other use or dissemination of Electronic Materials (by any means and in whole or in part) is prohibited without the prior written permission of BNP Paribas. In addition, you shall ensure that you and your Users, employees and agents do not delete or amend any copyright or other notices displayed on the Electronic Materials or any copies of them.
- 27.3 Except with our prior written approval, you may not under any circumstances amend the installation or download, copy, reproduce, represent, modify, improve, create derivative works from, adapt, compile or decompile, provide, broadcast, transfer, transmit, communicate, reverse engineer, tamper with or disclose or make available to other parties or transfer, on any media or using any procedure whatsoever, in any way any part of any Electronic Platform provided by us to you in any way.
- 27.4 The "BNPP" trade mark is owned by BNP Paribas and nothing contained on any Electronic Platform or these Conditions shall constitute the grant of a licence to use such trade mark.
- 27.5 Notwithstanding Clause 7.4 (*Survival of Conditions*), this Clause 27 shall survive any termination of these Conditions for a period of five (5) years. Nothing in these Conditions shall be deemed to limit the effect of applicable Laws protecting IPR after the expiration of such period.
28. **EXTENT AND LIMITATION OF RESPONSIBILITY FOR THE ELECTRONIC MATERIALS**
- 28.1 We may make available on, through or via any Electronic Platform or any related tools or functionality, information, data and other content of a general nature such as general market research and analysis ("**Electronic Materials**"). In doing so, we shall use our reasonable efforts to ensure that the Electronic Materials are compiled from sources that we believe to be reliable and accurate. However, we make no representation, express or implied, that the contents of the Electronic Materials or any opinions based thereon and contained in the Electronic Materials are accurate or complete, and the Electronic Materials may be incomplete or condensed and may be subject to change without notice.
- 28.2 The Electronic Materials are of a general nature and cannot and do not take into account your financial circumstances or investment objectives, and in respect of any Electronic Materials drafted solely for marketing purposes, do not constitute an offer or a solicitation to engage in any trading strategy or to purchase or sell any financial instruments. Given the Electronic Materials' general nature, the information included in the Electronic Materials does not contain all the elements that may be relevant for you to make an informed decision in relation to any strategies or financial instruments discussed herein. Accordingly, nothing in the Electronic Materials may be construed as a personal recommendation or investment advice and should not be the sole basis for any evaluation of any Instruction by you. You acknowledge and accept that you will make an independent decision when issuing any Instruction. In assessing the merits and suitability of any Instruction, you should give due consideration to the legal, tax, accounting, regulatory, financial and other related aspects thereof. You should carefully consider, among other things, its eligibility to issue the Instructions under applicable Law in any relevant jurisdiction and should review any specific risk disclosure included in, attached or linked to specific Electronic Materials or contained in any Electronic Platform Schedules. You shall also be aware and shall be responsible for compliance with any particular short-selling restrictions that may apply under applicable Law.
- 28.3 Except to the extent such liability may not be excluded or limited by applicable Law and subject to Clause 6 (*Indemnity and Exclusion of Liability*) and Clause 30 (*Liability with Respect to Electronic Platforms*), we: (i) undertake no obligation and assume no responsibility or liability (whether express or implied) to any person concerning the Electronic Materials; and (ii) hereby exclude liability for all Losses that may be incurred or suffered by any person in connection with the Electronic Materials or their use, including for the consequences of reliance upon any opinion or statement contained in such Electronic Materials or any error or omission in them, whether negligent or not.
29. **LINKS**
- 29.1 Without prejudice to Clause 14.9(b) and (c) (*Provision of Products through the internet*), the Electronic Platform(s) may contain links and hypertext links to other websites, which in turn may contain material that has been produced by issuers or independent providers not affiliated with us. We have no control over those other websites and accepts no responsibility or liability for information or content provided, or opinion stated, on such websites.
30. **LIABILITY WITH RESPECT TO ELECTRONIC PLATFORMS**
- 30.1 Without prejudice to Clause 6 (*Indemnity and Exclusion of Liability*), you and each User acknowledge that there are inherent security, confidentiality and other risks associated with access to and use of any Electronic Platform for which we assume no liability for, including:
- (a) any system, hardware, software (whether or not provided by us), communication or network failure, suspension, malfunction, processing error, defect, operating mistake, breakdown or overloading which results in inability or delays to use or access any Electronic Platform;
 - (b) user errors, whether in the operation of any Electronic Platform or the keying in of Instructions;
 - (c) misuse, loss or unauthorised use of Access Details and unauthorised routing of orders;
 - (d) capacity deficiencies, network vulnerabilities, control weaknesses, security shortcomings and breaches, sabotage, electronic eavesdropping, malicious attacks, phishing attacks, hacking incidents, fraudulent conduct and defective recovery;
 - (e) losses due to the destruction of files or programmes or for any incident that would occur in respect of your equipment or your IT Systems arising from any assistance (or any wrong interpretation of remote assistance) given by us in any form or for any reason whatsoever;
 - (f) Malware affecting any emails, the internet, any Electronic Platform, your IT Systems or our IT Systems; and
 - (g) the introduction of viruses, spyware or other harmful components that may interfere with any Electronic Platform or your, the User's and our computer systems,
- which may result in (amongst other consequences):
- (h) an inability to use and access any Electronic Platform;
 - (i) issue of Instructions and any consequent action being taken in respect of said Instructions;

- (j) Instructions issued fraudulently or otherwise without consent or authorisation;
 - (k) delays, failures or inaccuracies in the execution of Instructions;
 - (l) failures or inaccuracies in notifications, acknowledgements or confirmations relating to Instructions;
 - (m) theft, loss or misappropriation of data (whether or not transferred through any Electronic Platform), passwords, Confidential Information or commercially sensitive information;
 - (n) system failure; or
 - (o) loss, damage, disruption to services or data, or other security vulnerabilities.
- By electing to use any Electronic Platform, you agree to bear all such risks to the extent permitted by applicable Law.
- 30.2 You agree that the exclusions and limitations set out in this Clause 30 and Clauses 6.3 (*Exclusion of liability*) and 6.4 (*Our liability limited to specific branch*) of these Conditions are reasonable in light of the nature of the Electronic Platform(s) and Electronic Materials, and the technology used to underpin them (including that the Internet is not a completely reliable transmission medium).
31. **USERS**
- 31.1 You may request that persons acting on your behalf have access to the relevant Electronic Platform. You warrant that all names of persons provided to us to have access are duly authorised to use the relevant Electronic Platform, and to issue Instructions on your behalf in accordance with this Part D (*Electronic Platforms*). All actions taken by Users via any Electronic Platform, including issuing Instructions, will be binding upon you.
- 31.2 You may (if available and in accordance with this Clause 31) request one or both of the following methods of granting and managing access to an Electronic Platform for Users:
- (a) we may issue Access Details to each User whom you notify to us in writing should be granted access to that Electronic Platform; or
 - (b) subject to Clause 31.3 below, we may issue Access Details to one or more Site Administrators notified by you to us in writing (the "**Site Administrator Arrangement**"). We will then issue Access Details to each User who the Site Administrator confirms in writing or via the administration functionality on the Electronic Platform to be granted access to the Electronic Platform,
- and in each case, we may elect in our sole and absolute discretion, whether or not to grant you or any User such access arrangements.
- 31.3 The Site Administrator(s) appointed by you may be granted (at your request, and subject to our sole and absolute discretion in accordance with this Clause 31) the power to do one or more of the following:
- (a) to request or terminate access to the relevant Electronic Platform for a User;
 - (b) to register or deregister Accounts to the relevant Electronic Platform;
 - (c) to set and modify each User's rights for the use of the relevant Electronic Platform, including access to Accounts;
 - (d) to request, set and manage any functionalities that are or may become available as part of the relevant Electronic Platform, and agree to and execute any relevant terms and/or documentation as required by us; and
 - (e) to request, set and manage alternative means to access and use the relevant Electronic Platform, and agree to and execute any relevant terms and/or documents as required by us in relation to the same.
- 31.4 If you request or have previously requested and been granted the Site Administrator Arrangement, then you must provide evidence satisfactory to us (in our sole and absolute discretion) that the Site Administrator has the necessary authority to act as a Site Administrator in accordance with the authority arrangements in place with us.
- 31.5 If we permit you to use the Site Administrator Arrangement, you shall be solely responsible for the control and supervision of all Site Administrators.
- 31.6 You and any relevant Site Administrator will ensure that:
- (a) only Users to whom Access Details have been issued will access or use (or attempt to access or use) the relevant Electronic Platform;
 - (b) each User shall use the relevant Electronic Platform only for the Permitted Purposes and in accordance with these Conditions;
 - (c) each User is at all times (i) authorised to act as a User and to use the relevant Electronic Platform in accordance with these Conditions; and (ii) an individual to whom it would be appropriate to grant such use and access given the nature of that Electronic Platform (as the case may be); and
 - (d) Access Details (other than Authorisation Devices) are kept strictly confidential and Authorisation Devices are kept secure and safe.
- 31.7 We reserve the right (without liability to you or any User) to suspend use and access to any Electronic Platform (or any part thereof), including the Communication Functionality, or suspend your Access Details or any User's Access Details at any time for such period or periods we consider appropriate in our sole and absolute discretion if: (i) suspension is necessary for the purposes of (routine or emergency) maintenance; (ii) for security or technical reasons; or (iii) suspension is necessary to avoid or reduce any material damage or disadvantage to either Party. We shall use reasonable endeavours, where permitted by applicable Law, to give notice to you of such suspension.
- 31.8 If a User ceases to be your employee or otherwise in your service or authorised to act on your behalf, or an event described in Clause 31.7 above occurs, or we notify you that we are terminating such User's right to access and use any Electronic Platform, you will: (i) immediately notify us in writing by email to the electronic address notified by us to you, from time to time (save where you have received notification from us of such termination), and ensure the User

- ceases to access and use any Electronic Platform, and (ii) promptly destroy and dispose of any Access Details that were issued to that User by us.
- 31.9 Without prejudice to Clause 2.2 (*Your representations*), you warrant and represent that the following are and will be true each time that you or a User accesses or uses any Electronic Platform:
- (a) you and each User has all requisite power, authority and approvals (including regulatory approval) to enter into and perform its obligations under these Conditions or to use or access the Electronic Platform(s);
 - (b) these Conditions, and each Instruction, form valid and legally binding obligations on you; and
 - (c) your performance for your own account pursuant to these Conditions and each Instruction and entry into any Electronic Platform Schedules does not and will not violate, contravene, conflict with or constitute a default under any law, regulation, rule, decree, order, judgment or charge, contract, trust deed or other instrument binding on you, or any of your respective assets or (if it is a corporation) any provision of its Memorandum and Articles of Association (or equivalent constitutional documents).
- 31.10 You shall ensure that only Users that are authorised by you will have access to the relevant Electronic Platform on behalf of yourself.
- 31.11 You will provide us promptly on request with all information that we may reasonably require from time to time in connection with (i) your and your Users' access to or use of the Electronic Platform(s), and (ii) any Instructions.
- 31.12 You will not, and will ensure that any other person using any Electronic Platform on your behalf will not, do any of the following:
- (a) intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;
 - (b) engage in any activities or actions intended to withhold or cloak any entity's or individual's identity or contact information;
 - (c) use any Electronic Platform for any illegal purposes, in violation of any applicable Laws or the rules of any other applicable service providers, websites or the like; or
 - (d) assist or permit any persons to engage in any of the activities described above.
- 31.13 You agree that it is your own obligation and duty to ensure that the User has sought full, comprehensive and competent advice in a language it is conversant in from independent advisers in relation to rights and obligations contained in these Conditions. Subject to Clause 31.7 above, you further waive any right to any challenge or defence in relation to any Instruction or agreement based on any claim, assertion or otherwise that the User did not understand the legal effect of (or the provisions stated in) that Instruction or any other agreement so entered into on any Electronic Platform.
32. **AMENDMENT**
- 32.1 Without prejudice to Clause 14.4.1 (*Variation*), we may amend this Part D (*Electronic Platforms*) by notifying you of the amendments, which may include by conspicuously posting the amended provisions of this Part D on any Electronic Platform, and you or the User clicking to accept such amended terms via that Electronic Platform. If you do not wish to be bound by the amended terms, you shall ensure that you or the Users do not click to accept the amended terms, and that you or the Users do not continue to use the part of the Electronic Platform to which the updated terms relate.
- 32.2 Without prejudice to Clause 14.4.2 (*Variation*), any amendment will take effect on such date as we will specify, which date will be no earlier than applicable Law may require, but otherwise may be immediately where the amendment is to reflect a change of applicable Law and at least ten (10) days after despatch of the notice or posting on the Electronic Platform referred to in Clause 32.1 above in all other cases. You and the Users shall be deemed to have accepted any such amendment if you or a User continues to access and use the relevant Electronic Platform or Electronic Materials after the applicable date.
33. **NO OFFER OR ADVICE**
- 33.1 Without prejudice to Clause 1.2 (*Our role*) and Clause 28 (*Extent and Limitation of Responsibility for the Materials*), we provide no legal, tax, accounting, investment or other advice with respect to the use and access of the Electronic Platform(s), the entry into any Electronic Platform Schedules or the issuance of any Instructions, or makes any recommendation regarding the suitability of any Electronic Platform, or any Instruction for your requirements and objectives, and has no fiduciary duties toward you. We will not be liable for any opinion or view that is provided.
34. **TERMINATION**
- 34.1 Without prejudice to Clause 7.1 (*Suspension and termination*), we may terminate the use and access of any Electronic Platform (in whole or in part) with immediate effect and without prior notice, including in the following circumstances:
- (a) you have breached a material obligation of these Conditions or did not remedy a non-material obligation within 30 calendar days from the date we sent written notice of such breach to you;
 - (b) any representation or statement made by you in these Conditions or a document made or delivered under or in connection with the use and access to any Electronic Platform is incorrect or misleading in any material respect; or
 - (c) you become insolvent and/or any step is taken by you or any person in order to declare your bankruptcy, winding-up, judicial management, receivership or dissolution or any equivalent event which would have similar effects to those events mentioned above, provided that termination is permissible in such circumstances under applicable Law.
- 34.2 On the termination of the use and access of any Electronic Platform (in whole or in part):
- (a) your and your Users' right to use all of the relevant Electronic Platform and Electronic Materials shall cease;
 - (b) we will terminate your and your Users' access to and use of the relevant Electronic Platform and invalidate all or any relevant Access Details; and
 - (c) you will promptly destroy and dispose of any Authorisation Devices (or any equivalent devices) that were issued to you or to the Users or any other Access Details that are otherwise not required.

- 34.3 Termination of use and access of any Electronic Platform (in whole or in part) for whatever reason shall not affect (i) any rights, liabilities or obligations which accrued before such termination, including, for the avoidance of doubt, those relating to any Instructions issued prior to the date of termination; or (ii) any part of these Conditions that is intended to continue to have effect after such termination.
35. **ASSIGNMENT AND NOVATION**
- 35.1 Except as provided (i) in Clause 14.7 (*Rights of Third Parties*); and (ii) in respect of Third Party Providers as set out in any applicable Electronic Platform Schedules, these Conditions are not intended to be for the benefit of, and shall not be enforceable by, any person other than us and you.

PART E – ELECTRONIC DOCUMENTS AND SIGNATURES

36. RELIANCE

You request and authorise us to accept, rely on and act in accordance with:

- (a) any agreements, contracts, documents and Instructions that are signed using Electronic Signatures; and
- (b) any agreements, contracts, documents and Instructions that are sent, notified or otherwise provided by you to us by electronic mail, telephone, facsimile and/or any other electronic means (including but not limited to the use of an Electronic Platform, Electronic Signature Tool and/or scanned copies of such agreements, contracts, documents or Instructions).

37. REQUIREMENTS FOR ELECTRONIC DOCUMENTS AND SIGNATURES

37.1 In consideration for the Accounts and Products offered by us and the acceptance by us of the Instructions in Clause 36 above, you agree and confirm that:

- (a) all Electronic Documents will be communicated to us:
 - (i) using corporate email addresses or corporate email domain(s) provided by you; or
 - (ii) through a link received directly from an Electronic Signature Tool designated in advance by you and acceptable to us;
 - (iii) through a website, platform or telegraphic or electronic network operated by us or otherwise approved by us for the communication of Electronic Documents; or
 - (iv) in such other way acceptable to us from time to time,provided that the choice between, any of the solutions above shall be subject to our discretion.
- (b) we shall be entitled to rely on any Electronic Documents:
 - (i) if sent by email, to the extent such Electronic Document appears to originate from those email addresses, domain name(s);
 - (ii) if signed through an Electronic Signature Tool, to the extent it complies with such authentication methods acceptable to us from time to time; and/or
 - (iii) if sent through an Electronic Platform, to the extent such Electronic Document appears to originate from an authorised user of yours; and/or
 - (iv) if received by us in any other way, to the extent it complies with our requirements from time to time, without having to conduct any further verification as to the authenticity of signature or of the sender of Electronic Document;
- (c) you have the necessary capacity and authority to use Electronic Signatures and there are no restrictions from so doing in your constitutional documents, articles of association or corporate authorisations;
- (d) you shall provide us with any additional confirmations or documents as we may require relating to the Electronic Documents. Any change in email addresses, email domains, phone numbers or other relevant details will be notified in advance to us and unless we have received a notification from you of any change, we shall assume and treat the particulars last given to us as correct and current;
- (e) where an Electronic Signature is used to execute an agreement, a contract or a document with or in favour of us or provided to us, you have verified the purported identity of the person and the person's particulars applying the Electronic Signature (which, in the case of an Electronic Signature Tool, as these appear on the digital certificate issued by such Electronic Signature Tool solution using a "two factor authentication" method or such other authentication method acceptable to us from time to time) and you have also satisfied yourself on the appropriateness, reliability and integrity of that Electronic Signature and/or the Electronic Signature Tool being used;
- (f) any Electronic Signature that you use to execute an agreement, a contract or a document with or in favour of us has been inserted to give (and with the intention to give) full legal effect and authenticity to that agreement, contract or document, shall have the same legal effect as a physical or "wet ink" signature and satisfies any legal or contractual requirement that a document has to be executed in writing;
- (g) any Electronic Document shall be treated as an original and be admissible in legal proceedings between you and us as an original; we may act and rely on any Electronic Documents as being authentic upon receipt without further verification and may also assume that any Electronic Signature is affixed by the person who is purportedly signing the Electronic Document on behalf of you;
- (h) where there is a discrepancy between any Electronic Document received by us and any subsequent verification or (in the case of electronic copies or scans of physical "wet ink" signatures) the original version of that document, our record or copy of the Electronic Document shall prevail and the discrepancy shall not affect the validity of any act performed by us in reliance on the Electronic Document and your resulting obligations arising thereunder;
- (i) you shall ensure and be responsible for the security of any Electronic Document you provide to us and shall take all reasonable precautions to prevent fraudulent or unauthorised use or access to any information or details of your and/or your authorised representative(s); and
- (j) you will not challenge in any legal proceedings the validity, enforceability or legal admissibility of any Electronic Signature or any Electronic Document received and relied on by us solely on the basis that these are signed using Electronic Signatures or sent to us by electronic means.

37.2 Our acceptance of Electronic Documents or the use of any Electronic Signature Tool is subject to our discretion and we may decline to accept or act on any Electronic Document or any Electronic Signature Tool or request for an alternative form of electronic signature. You acknowledge that not all documents can be electronically executed.

Although we will endeavour to notify you if we are unable to accept or act on any Electronic Document, we are not responsible for any loss howsoever incurred (whether directly or indirectly) by you or any person arising therefrom.

- 37.3 If for any reason (whether as a result of a change in applicable law, an order or judgment of a competent court or otherwise) any Electronic Document becomes or may (in our opinion) become invalid or unenforceable, then you shall, at your cost and when required by us, promptly prepare and execute in "wet ink" a replacement agreement on identical terms to the Electronic Document and deliver this to us.
- 37.4 You bear all risks arising from the use of Electronic Documents, Electronic Signatures, Electronic Platforms and/or any Electronic Signature Tool, including any fraud, forgery or impersonation of identity or signature of you and/or your authorised representative(s) or transmission errors or system unavailability. You also agree that Electronic Documents may not be processed immediately or in a timely manner and that processing is dependent, among other factors, on the time, day and manner that such Electronic Documents are received by us.
- 37.5 Unless we have acted fraudulently or in wilful default, you agree to indemnify us for and against all losses, claims, reasonable expenses (including legal fees) and all other liabilities which we may incur or suffer as a result (whether directly or indirectly) of and acting (or not acting) on any Electronic Document and for such purpose, we may debit any of your Account(s) with any amount required to indemnify us as aforesaid.
- 37.6 Where the Electronic Signature Tool or Electronic Platform is provided by a third party service provider, you agree to comply with any such terms and conditions of use and we shall not be liable for any loss, damage or cost incurred by you in connection with your use of the Electronic Signature Tool or Electronic Platform. If you become aware of any unauthorized or unlawful access or use of the Electronic Signature Tool or Electronic Platform, you must inform us in writing or by telephone immediately and in any event no later than the next business day after becoming aware of such access or use.

PART F – DEFINITIONS AND INTERPRETATION

38. DEFINITIONS

"Access Details" means the username, password, Authorisation Device, PIN and/or such other security devices or details, and any information or procedure guides or documentation, in whatever form and on whatever media, issued to you or to your Users or thereafter selected by them, from time to time, in order to enable them to access or use any Account or Product, including the Electronic Platform;

"Account" means one or more accounts held by you with us from time to time;

"Account Opening Documentation" means (i) any account opening form or application form signed (including by way of Electronic Signature) and submitted (including through an Electronic Platform) by or for and on behalf of you in connection with the provision of one or more Accounts or Products as may be supplemented or varied from time to time and (ii) any supporting board resolutions, mandate, power of attorney or equivalent document which supports your entry into the applicable account opening form or application form;

"Affiliate" in relation to a company, means any branch of that company or any entity controlled, directly or indirectly, by that company, any entity that controls, directly or indirectly, that company or any entity directly or indirectly under common control with that company. For this purpose, **"control"** of any entity means ownership of 10% or more of the issued share capital of that entity;

"Affiliate Customer" means any of your Affiliates that we have agreed, from time to time, to provide an Account or a Product;

"Agreed Currency" means the currency, as notified by us to you, in which any payment in respect of any Account or Product is to be made;

"Agreement" means, subject to Clause 1.1.2 (*Accounts and Products*), these Conditions, any applicable Product Schedule, any applicable Country Schedule, the Account Opening Documentation and any applicable Operational Materials, each as may be updated or replaced;

"AML Laws and Policies" has the meaning given to it in Clause 12 (*Compliance with Laws*);

"Applicable Rate" means our then prevailing exchange rate or, if unavailable, such rate as reasonably determined by us;

"Authorised Person" means (i) each person named or otherwise identified in the Account Opening Documentation or notified to us from time to time to act on your behalf in giving Instructions and performing any other acts, discretions or duties under the Agreement or with respect to the acceptance, acquisition, operation or use of any Product or the opening or maintenance of any Account; (ii) where Part D (*Electronic Platforms*) is applicable, includes each User and (iii) includes, where the context so requires or permits, your signatories;

"Authority" means any supranational, governmental, quasi-governmental, regulatory, administrative, law enforcement or supervisory body, entity, department, office, institution or court or tribunal of competent jurisdiction, stock exchange or any other exchange, clearing house, depositary or trade repository, or any other authority, body, entity, department, office or institution;

"Authorisation Device" means any pass-code card or equivalent device which generates a number for use with your or the User's corresponding PIN to create a password to enable entry onto the Electronic Platform(s);

"Bail-in Power" means any power (including write down and conversion powers, including those powers set out in points (e), (f), (g) and (j) of Article 63(1) and of Article 59 of Directive 2014/59/EU ("**BRRD**") existing from time to time under any laws, regulations, rules or requirements in effect in France relating to Section 5 of Chapter IV of Title IV of BRRD or, where applicable, under Regulation (EU) No 806/2014 of the European Parliament and of the Council of the European Union, including, without limitation, pursuant to French decree-law No. 2015-1024 dated August 20, 2015 as amended from time to time, or otherwise arising under French law, and in each case the instructions, rules and standards created thereunder;

"BNP Paribas" means BNP Paribas and its successors and assigns;

"BNP Paribas Group" means BNP Paribas, its Affiliates and any of their respective head office, branches, sub-branches, regional offices and representative offices;

"Business Day" means a day (other than a Saturday or Sunday) on which we are open for the transaction of ordinary banking business in the jurisdictions where the applicable Account is held with us or Product is provided by us and:

- (a) where an Instruction or communication is being addressed, the jurisdiction to which such Instruction or communication is addressed;
- (b) where a payment is being made or received, the home jurisdiction of the relevant currency; and
- (c) where a payment is being made to an account, the jurisdiction where that account is located;

"Client Counterparty" means a person (other than BNP Paribas and/or any other member of the BNP Paribas Group) with whom you enter into a transaction;

"Cleared Funds" means funds deposited into or standing to the credit of an Account that we have received full and final payment that cannot be reversed or cancelled;

"Communication Functionality" means online chat and messaging features, including the ability to send and receive information, made available within the Electronic Platform in accordance with Clause 26 (*Communication Functionality*) above;

"Communication Material" means any material (including User Images), information or communications shared, transmitted or uploaded by you or a User using the Communication Functionality;

"Conditions" means these General Banking Terms and Conditions as may be supplemented, amended, updated or replaced from time to time;

"Confidential Information" is as defined in Clause 11.1 (*Duty of confidentiality*) above;

"Correspondent" means a financial institution used by us to make a payment directly or indirectly to a payee and includes any intermediary correspondent;

"Country Schedule" means a country schedule documenting the country specific terms and conditions applying to an Account or a Product as may be supplemented, amended, updated or replaced from time to time;

"Customer" means the person or persons named in the Account Opening Documentation and its or their successors and permitted assigns;

"Deposit" means any deposit we receive from you in cash or any Non-Cash Deposit;

"Electronic Document" means any agreement, contract, Instruction or document that is signed using Electronic Signatures or such records or communications (including but not limited to copies of such) that are sent, notified or otherwise provided by you to us by electronic mail, telephone, facsimile and/or any other electronic means (including but not limited to the use of an Electronic Platform, Electronic Signature Tool and/or scanned copies of such records or communications);

"Electronic Materials" is as defined in Clause 28.1 (*Extent and Limitation of Responsibility for the Electronic Materials*) above;

"Electronic Platform" means a website, platform or network (including any or all platforms, websites or networks that are accessible through such website, platform or network), whether operated by us or not, through which a Product is delivered or made available to you or operated by you, or an Account is opened, accessed or operated by you (including through which you may submit the Account Opening Documentation), by electronic means;

"Electronic Platform Schedules" means the Connexis Connect/Gateway Product Schedule, the Connexis Cash Product Schedule and any other terms or conditions relating to any Electronic Platform;

"Electronic Signature" means any data, letters, characters, numbers, symbol or graphic in digital form attached to or logically associated with an electronic record for the purpose of executing, agreeing, authenticating or approving the electronic record including but not limited to:

- (a) electronic copies or scans of physical "wet ink" signatures;
- (b) digital graphical representations of signatures which are generated on screen;
- (c) digital certificates; or
- (d) the use of an Electronic Signature Tool;

"Electronic Signature Tool" means a software tool or an electronic service (whether developed and maintained by us or by you directly or provided by a third party service provider engaged or used by us or you) that can be used to electronically execute documents;

"FATCA Withholding Tax" has the meaning given in Clause 5.5 (*Foreign Account Tax Compliance Act*);

"File Converter" is as defined in Clause 20.1 (*File Converters*) above;

"Foreign Exchange Transaction" means the purchase of one currency in exchange for the sale of another currency on a spot basis;

"Indemnified Persons" has the meaning given in Clause 6.1 (*Indemnity*);

"Instruction" means an instruction, howsoever made (including where such instruction is sent utilising a mechanism made available through any Electronic Platform or where such instruction is executed using an Electronic Signature or is in the form of an Electronic Document), from any person relating to or in connection with an Account or a Product, including:

- (a) to credit or debit any Account;
- (b) to acquire, deposit, dispose, renew, withdraw or do any transaction or act in respect of any Account or Product; and
- (c) all dealings and transactions in general in relation to any Account or Product;

"International Payment" means a payment made from an Account to a payee account in a jurisdiction different from the jurisdiction in which such Account is held;

"IPR" means intellectual property rights, including patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing;

"IPR Claim" is as defined in Clause 27.1 (*IPR and Electronic Platforms*) above;

"IT Systems" of an entity means the electronic hardware, browsing software and internet and network connections used by that entity to access and use any Electronic Platform;

"Law" means:

- (a) treaties, acts, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes (whether civil, criminal or administrative) of any country, state, territory or Authority concerning any matters including, but not limited to, capital adequacy, prudential limits, liquidity, reserve assets or Tax;
- (b) authorisations, certifications, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Agreement;
- (c) all other Laws from which legal rights or obligations may arise; and
- (d) any official directive, request, guideline or policy (whether or not having the force of Law) with which responsible banks generally comply with in carrying on their business;

"Local Practice" means, in respect of any Account or Product, any rules, guidelines, practices, customs, usages or determinations (regardless of whether they are written or unwritten, issued by an Authority or not, or mandatory or informal) that we determine are applicable to the operation or use of that Account or Product in the location or jurisdiction where that Account is opened or that Product is provided;

"Loss" means any loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise);

"Malware" means all forms of electronic malware including, but not limited to, viruses, worms, logic software, bombs, trojan horses or other similar programmes;

"Material Non-Public Information" is as defined in Clause 26.9 (*Communication Functionality*) above;

"Non-Cash Deposit" means any deposit we receive from you other than in cash (for example, by cheque or by electronic transfer from another account);

"Officer" means an officer, employee, agent, custodian or professional adviser (including auditor, accountant and legal adviser) or any other person acting with any representative capacity;

"Operational Materials" means any Instructions (whether given orally, by way of an Electronic Document or in writing by us), operating and procedural manuals, service level agreements, guides, software, hardware and all other equipment, materials or documentation on any media (whether in electronic or physical form) which:

- (a) may be provided by us to you in connection with the access, provision, operation, fees, expenses, availability or use of any Account or Product; or
- (b) is deemed by us to be an Operational Material;

"Overdraft" means any amount by which we allow you to exceed the amount of funds in an Account, whether or not by prior arrangement, including ongoing overdrafts, intra-day limits and unadvised overdrafts;

"Penalty Rate" means, in respect of an overdue amount under an Account, the rate as determined by us in accordance with our Local Practice applicable to that Account;

"Permitted Purposes" means your or a User's access and use of any Electronic Platform and Electronic Materials solely to support your lawful business purposes, including issuing Instructions or otherwise as permitted by us;

"PIN" means a personal identification number issued to or selected by you or a User for use with the Authorisation Device provided to you or that User;

"Process" has the meaning given to it in Clause 12 (*Compliance with Laws*);

"Product" means any product (including any credit facility or any Electronic Platform), service (including the use of and access to any Electronic Platform), assistance or support whatsoever provided by us to you from time to time;

"Product Schedule" means a product schedule documenting the specific terms and conditions applying to a Product as may be amended, updated or replaced from time to time (and includes any Electronic Platform Schedules);

"Relevant Jurisdiction" has the meaning given to it in Clause 15.1 (*Governing law and Jurisdiction*);

"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, His Majesty's Treasury, or any other relevant sanctions authority;

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Site Administrator" means your representative authorised by you to manage the Users' use of and access to any Electronic Platform;

"Site Administrator Arrangement" is as defined in Clause 31.2(b) (*Users*) above;

"SWIFT" refers to any message in relation to inward or outward remittances to be credited into or debited from an Account using SWIFT (Society for Worldwide Interbank Financial Telecommunication) or other communication channels or networks;

"Taxes" means taxes (including profit, capital gain, goods and services and value-added or indirect taxes), levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, our overall net income;

"Termination Event" means the occurrence of any of the following events:

- (a) failure by you to comply with, perform or observe any provision contained in the Agreement.
- (b) You:
 - (i) are dissolved, become insolvent, are unable to pay your debts, or fail, or admit in writing your inability generally, to pay your debts as they become due;
 - (ii) make a general assignment, arrangement or composition with or for the benefit of your creditors;
 - (iii) institute or have instituted against you a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors rights, or a petition is presented for your winding-up or liquidation;
 - (iv) have a resolution passed for your winding-up or liquidation;
 - (v) seek or become subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for your or for any or substantially all of your assets;
 - (vi) have a secured party take possession of all or substantially all of your assets or have a distress, execution, attachment, sequestration or other legal process levied, enforced, sued on or against all or substantially all of your assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
 - (vii) are subject to any event with respect to you which, under any applicable Law, has an analogous effect to any of the events specified in paragraphs (i) to (vi) above (inclusive); or
 - (viii) take any action in furtherance of, or indicating your consent to, approval of, or acquiescence in, any of the foregoing acts or circumstances.
- (c) There is a material adverse change in your finances, business, operations, status or prospects which we, in our discretion, have determined may affect your ability to comply with your obligations under the Agreement.
- (d) An event or circumstance occurs in relation to either you or us where it becomes, or with the lapse of time will become, unlawful, for any reason whatsoever, for your or us to perform any absolute or contingent obligation to use, maintain or operate an Account or Product, to make a payment or delivery under the Agreement or to comply with any other material provision of the Agreement;

"Third Party Provider" means any independent contractor, agent, broker or other person (including intermediary, correspondent or partner bank), or any group, association or consortium thereof, appointed to provide any service (including administration, telecommunication, Electronic Signature Tool, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the BNP Paribas Group;

"Time Deposit" means a deposit of a sum of money with us as described in Clause 17 (*Time Deposits*);

"UBO" means ultimate beneficial owner (as determined in accordance with our Local Practices);

"User" means any individual appointed in accordance with Clause 25 (*Access and Security*) of Part D (*Electronic Platforms*), or otherwise authorised and approved by you (and, where relevant, confirmed by us) to use and access any Electronic Platform on your behalf (as your employee and otherwise) in accordance with the authority arrangements in place with us, and shall include any Site Administrators;

"User Image" is as defined in Clause 26.5 (*Communication Functionality*) above;

"us" means:

- (a) in the context of an Account, the branch of BNP Paribas or member of the BNP Paribas Group with which such Account is opened;
 - (b) in the context of a Product, the branch of BNP Paribas or member of the BNP Paribas Group that provides such Product; or
 - (c) in any other context, BNP Paribas
- and **"we"** and **"our"** shall be construed accordingly; and

"you" means the Customer and

- (a) when used in the context of the Customer's rights to operate an Account or act in connection with a Product, shall include any Authorised Person;
 - (b) when used in the context of an Account or a Product that we have agreed to provide to an Affiliate Customer, shall include such Affiliate Customer; and
 - (c) when used in any other context not connected with the provision of an Account or a Product, shall include all Affiliate Customers,
- and **"your"** shall be construed accordingly.

39. INTERPRETATION

39.1 Part, Clause and Schedule headings are for ease of reference only.

39.2 A reference to a time of day is a reference to the time of date at the city where the relevant branch of BNP Paribas or member of the BNP Paribas Group is providing the relevant Product or holding the relevant Account.

39.3 The single includes the plural and vice versa.

39.4 A reference to:

- (a) a Clause is a clause of these Conditions;
- (b) the masculine gender shall include the feminine and neuter (and vice versa);
- (c) a document includes any variation or replacement of it;
- (d) any provision of, or reference to, any Law shall include any modification, re-enactment, replacement or extension of such Law and shall also include any supplementary or subordinate legislation made under such Law from time to time;
- (e) "including" or "such as" or "for example" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (f) any thing (including an amount) includes the whole and each part of it;
- (g) a "person" includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having a separate legal entity;
- (h) "execute" or "sign" or its equivalent includes, where permitted by us, executing or signing by way of electronic signature or other electronic means and a reference to a "signature" or its equivalent, includes, where accepted by us, an electronic signature or other electronic representation of a signature; and
- (i) in "writing" includes emails, facsimile and any other forms of writing by electronic means.