

Specific Conditions – Payment Services

August 2019

I. GENERAL INFORMATION

The Specific Conditions – Payment Services (hereafter referred to as “Specific Conditions”) constitute an Annex to the General Terms and Conditions of the Bank.

Art. 1. Definitions

1. **“Account Information Service Provider”** means a payment service provider providing online services designed to provide consolidated information on one or more payment accounts held by the payment service user with either another payment service provider or with more than one payment service providers;
2. **“Business Day”** means any day on which Eurobank Private Bank Luxembourg S.A. (“the Bank”) is open to the public in Luxembourg and during which the Bank engages in activities which permit the execution of Payment Transactions;
3. **“Incident”** means the loss or theft of a Payment Instrument, the disclosure to a third party (even if involuntary or merely suspected) of any access codes to a Payment Instrument, misappropriation or any other unauthorised use of a Payment Instrument by the Client or by a third party as well as the loss, theft, or disclosure to a third party (even if involuntary or merely suspected), misappropriation or any other unauthorised use of the personalised security features of the Client;
4. **“Member State”** means a Member State of the European Union. The States which are a party to the Agreement creating the European Economic Area (“EEA”), other than the Member States of the European Union, are assimilated to the Member States of the European Union, within the limits defined by that agreement and the related acts;
5. **“Payee”** means a Payment Service User who is the intended recipient of funds which have been the subject of a Payment Transaction;
6. **“Payment Account”** means an account held in the name and on behalf of the Client which is used for the execution of Payment Transactions; the Bank will provide in the account opening documentation or in a separate document an indication of which accounts opened in its books

are considered as a Payment Account for the purposes of these Specific Conditions;

7. **“Payment Initiation Service Provider”** means a payment service provider pursuing payment initiation services;
8. **“Payment Instrument”** means any personalised device(s) and/or set of procedures or services (such as the Bank’s E-banking) agreed upon by the Client and the Bank in the present Specific Conditions and used by the Client in order to initiate a Payment Order;
9. **“Payment Order”** means any instruction of a Payment Service User requesting the execution of a Payment Transaction;
10. **“Payment Service Provider”** means any professional authorised to provide payment services;
11. **“Payment Service User”** means a natural or legal person, including the Client, making use of a payment service in the capacity of either Payer or Payee, or both;
12. **“Payment Transaction”** means any act initiated by a Payment Service User whereby the latter places, transfers or withdraws funds (such as the placing on and withdrawal of cash from a Payment Account, payments executed under a direct debit order, transfers, standing orders,);
13. **“Payer”** means a Payment Service User giving a Payment Order;
14. **“Unique Identifier”** means the International Bank Account Number (“IBAN”), and if appropriate, the Bank Identifier Code (“BIC”) [or any other reference accepted by the Bank] to be supplied by the Client: - in order to enable an identification of his/her Payment Account and / or - in order to enable an identification of the payment account of the other Payment Service User so that the Bank may proceed with the correct execution of a Payment Order.

Art. 2. Scope

Unless otherwise specified, these Specific Conditions are intended to govern the rights and obligations of the Bank and the Client for any Payment Transaction executed when:

- the Payment Service Provider of the counterparty of the Client for the relevant Payment Transaction, which may be the Bank, is located in Luxembourg or in another Member State, and
- the Payment Transaction is made in euros or the currency of a Member State; or
- both the Payer’s bank and the Payee’s bank are located in the EU/EEA and the payment is

carried out in a currency that is not a currency of a Member State (hereinafter referred to as a "non-EU Currency") or a sole payment service provider is located in the EU/EEA, with respect to those parts of the payment transaction which are carried out in the EU/EEA; or

- a sole payment service provider is located in the EU/EEA and the payment is carried out in any currencies, with respect to those parts of the payment transaction which are carried out in the EU/EEA.

These Specific Conditions do not apply to, *inter alia*:

- exchange business, i.e. the cash for cash operations in which the Bank does not exchange funds by using funds held on the Client's Payment Account;
- payments based on one of the following paper documents:
 - (i) a cheque;
 - (ii) a bill;
 - (iii) a paper document that can be used to acquire goods or services, e.g. service vouchers;
 - (iv) travellers cheques; or
 - (v) a postal money order as defined by the Universal Postal Union;
- Payment Transactions related to securities asset servicing, including dividends, income or other distributions, or redemption or sale, carried out by the Bank.

All services, which are not governed by these Specific Conditions, are governed by the General Terms and Conditions of the Bank.

Art. 3. Information about the Bank

Eurobank Private Bank Luxembourg S.A. (the "Bank") is established and has its registered office in 534, Rue De Neudorf, L-2220 Luxembourg. Communication with the Bank shall be addressed to the above address.

The Bank is authorised in the Grand Duchy of Luxembourg as a credit institution and is subject to prudential supervision by the supervisory authority in Luxembourg, the Commission de Surveillance du Secteur Financier (the "CSSF"), established at L -1150 Luxembourg, 283, route d'Arlon.

II. USE OF A PAYMENT SERVICE

Art. 4. Main features and description of the payment services and Payment Instruments provided by the Bank

4.1. Transfers of funds and standing orders

The transfer of funds is a payment service whereby the Client, acting as Payer, gives a Payment Order to the Bank by which the client instructs the Bank, by debiting his/her Payment Account, to transfer available funds or funds made available by a credit line, and to credit a payment account held by a Payee. In accordance with the instructions from the Client, a transfer may be performed:

- either on a one-off basis;
- or repeatedly at regular intervals, always with the same Payee and for the same amount, in which case it will be a standing order.

A standing order shall, unless otherwise specified, be valid until expressly revoked by the Client.

In any case, before instructing a transfer or the implementation of a standing order, the Client shall request communication of the Unique Identifier for the payment account of the Payee on which the funds will be credited on the letterhead of the Payment Service Provider of the Payee where feasible in order to reduce the risk of error when implementing the said transfer or standing order.

The transfer of funds equally entails the possibility for the Bank to credit the Client's Payment Account with funds transmitted to the Bank by a Payer (which may be the Client himself), to the benefit of the Client acting as Payee, via the Payment Service Provider of the Payer.

4.2. Withdrawals

The withdrawal is a payment service whereby a Client withdraws from his Payment Account at the counter of the Bank, a certain amount of cash, which is debited from his/her Payment Account.

4.3. Placements on a Payment Account

The placement is a payment service whereby a Client remits to the Bank, at the counter of the Bank or at a day and night self-service depository, a certain amount of cash, which will be credited to his/her Payment Account or to a payment account belonging to a third party and opened in the books of the Bank.

The service of placement equally entails the possibility for the Bank to credit the Client's Payment Account with the amount of cash remitted, to the Client's benefit, by a third party at the counter of the Bank or at a day and night self-service depository.

4.4. Direct debits

The direct debit is a payment service whereby a Client pays on a one-off basis or automatically any invoices and claims of his/her choice by directly debiting his/her Payment Account. The relevant Client must authorise the relevant Payee, the Payment Service Provider of the Payee and/or the Bank to domicile the claims of the Payee to his/her Payment Account. The Payment Transaction(s) for the settlement of claims is then initiated by the Payee on the basis of the authorisation given to it by the Client.

4.5 Co-badging

Where offered by the Bank, the Client may require two or more different payment brands on a card-based Payment Instrument. In the case of co-badged, card-based Payment Instruments, the Bank will provide the Client with clear and objective information on all the payment brands available and their characteristics, including their functionality, cost and security.

Art. 5. Remittance of Payment Instruments

5.1 Unless otherwise agreed, the Bank may only proceed to the remittance of Payment Instruments and/or Personalised Security Features in its premises.

In case the Client expressly instructs the Bank to send the Payment Instruments and/or the Personalised Security Features the Client is aware of the fact that the Payment Instruments and/or the Personalised Security Features are sent out by mail. The various elements of the Payment Instruments provided by the Bank may be communicated via separated means.

The Client undertakes to confirm to the Bank the receipt of such Payment Instruments in accordance with the provisions agreed with the Bank.

5.2. The Payment Instruments and the personalised security features remain the property of the Bank.

Art. 6. Security rules in the use of Payment Instruments

The Bank draws the Client's attention on the importance for the Client to take all necessary measures and precautions to preserve the Payment Instruments' security. The Payment Instruments provided by the Bank (including all personalised security features elements) shall not be transmitted and shall be strictly personal.

For payment services via internet the Specific Conditions – Use of Eurobank Private Bank Luxembourg S.A. electronic banking services, will apply.

Art. 7. Limits for the use of Payment Instruments

In relation to the use of the Payment Instruments described in these Specific Conditions for the purpose of consenting to a Payment Transaction, the Bank and the Client may, as the case may be, agree upon spending limits, in particular by setting a spending cap for each Payment Instrument over a predetermined period.

The Bank and the Client may also agree upon a maximum number of authorised Payment Transactions over a predetermined period.

The Bank reserves the right to refuse to execute one or more Payment Transactions through the use of one or more Payment Instruments where the spending caps and/or the maximum number of authorised Payments Transactions have been exceeded.

In such a case, the Bank will not be under any obligation to send another notification of its refusal to the Client, whether written or not.

The Bank also reserves the right to block one or more Payment Instruments:

- Where the security of the Payment Instrument is compromised, e.g. because of a problem or technical failure of the Payment Instrument itself or of the applications and various supports on which the Payment Instrument may be used or because of hacking attacks;
- Where the Bank has reason to suspect (for example where it has identified suspicious transaction(s)) or has received notification that an Incident has occurred in relation to a Payment Instrument;
- For Payment Instruments including a credit line, where there is reason for the Bank to believe that the Client may be unable to fulfil his/her financial commitments to the Bank (for instance,

where the balance of the Payment Account is insufficient to cover the execution of Payment Orders or when the maximum overdraft limit that may have been agreed upon between the Bank and the Client has been reached);

- Where the Bank is obliged by law to execute such blocking.

Should any one of the aforementioned scenarios occur, the Bank shall inform the Client thereof, where possible, before the Payment Instrument is blocked and in accordance with the terms of these Specific Conditions, unless the provision of such information is legally prohibited.

The Bank may deny an Account Information Service Provider or a Payment Initiation Service Provider access to a Payment Account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Payment Account by that Account Information Service Provider or that Payment Initiation Service Provider, including the unauthorised or fraudulent initiation of a payment transaction. The Bank will inform the Payer that access to the Payment Account is denied and the reasons therefor in the form agreed. That information shall, where possible, be given to the Payer before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant Union or national law.

The Bank shall not be liable for any damages which may arise from one or more Payment Instruments being blocked and/or a possible lack of/delayed information as regards such a blocking, except in case of gross negligence.

Art 8. Rules on access to payment account accessible online in the case of payment initiation services or account information services

The Client has the right to make use of services enabling access to Account Information Service Providers or Payment Initiation Service Providers where the Payment Accounts are accessible electronically.

Payment Initiation Service Providers establish a software bridge between the website of the merchant and the online banking platform of the Bank in order to initiate internet payments on the basis of a credit transfer.

Account Information Service Providers provide the

Client with aggregated online information on one or more Payment Accounts held with one or more other payment service providers and accessed via online interfaces of the account servicing payment service provider.

Where a Client decides to use a Payment Initiation Service Provider or an Account Information Service Provider, the Bank will:

- communicate securely with the Payment Initiation Service Providers and the Account Information Service Provider;
- immediately after receipt of the Payment Order from a Payment Initiation Service Provider, provide or make available all information on the initiation of the Payment Transaction and all information accessible to the Bank regarding the execution of the Payment Transaction to the Payment Initiation Service Provider;
- treat Payment Orders transmitted through the services of a Payment Initiation Service Provider or Account Information Service Provider without any discrimination other than for objective reasons, in particular in terms of timing, priority or charges vis-à-vis Payment Orders transmitted directly by the Payer.

III. PAYMENT TRANSACTIONS

Art. 9. Information to be provided to the Bank in order for the Bank to execute a Payment Order

In order for the Client to initiate a Payment Order, the Client must provide the Bank with the Unique Identifier of the Payer and of the Payee.

The Bank reserves the right to accept, without obligation, to execute a Payment Transaction based on other information provided to it by the Client. However, in the case of a discrepancy between the Unique Identifier provided by the Client and any other information, the Bank may, without incurring any liability, rely solely on the Unique Identifier. In such case, the funds will be deemed to have been transferred to the intended Payee.

If the Unique Identifier is not provided by the Client or if it is inaccurate, the Bank will under no circumstances be held liable for any consequence resulting from the defective or non-execution of a Payment Order and the Client will assume sole responsibility thereto. In case of defective execution, the Bank will, however, use its best endeavours, wherever reasonable and at the sole expense of the

Client, to recover funds transferred to a third party which was not the intended Payee, but it shall not, in any case, incur any liability in relation thereto.

Art. 10. The authorisation of Payment Transactions

The Bank shall act in accordance with the Payment Orders of the Client.

A Payment Order may be given:

- by mail, fax or e-mail, in which case the handwritten signature, as the case may be, of the Client is required;
- orally at the premises of the Bank by the signature of the relevant form or by telephone over a tape-recorded line;
- via e-banking if the Client has opted for an account that is accessible online.

The sole transmission to the Bank of a Payment Order in the above-described manner shall constitute authorisation of such Payment Order.

The validation of a Payment Order through the use of e-banking shall have the same value as the original signature of the Client and shall have the same value in evidence as an original written document.

The Client and the Bank expressly agree that, notwithstanding the provisions of Article 1341 of the Civil Code, the Bank is, whenever useful or necessary, entitled to prove its allegations by any means legally admissible in commercial matters.

Microfiches, microfilms, scanned documents or computerised records or other records effected by the Bank on the basis of original documents constitute *prima facie* evidence of the communications between the Bank and the Client and shall have the same value in evidence as an original written document.

The Client specifically empowers the Bank to tape-record his/her telephone conversations with the Bank. The tape may be used in court or in any other legal proceedings with the same value in evidence as a written document.

Art. 11. Receipt and execution of a Payment Order

11.1. Receipt of a Payment Order

11.1.1. A Payment Order shall be deemed to have

been received by the Bank:

- if sent by mail, upon actual receipt by the Bank;
- if sent by e-mail, at the time of actual receipt by the Bank;
- in case of communication with the Bank by telephone, once the information is provided to the Client Relationship Officer (CRO);
- if sent by fax, upon receipt of the fax in full by the Bank;
- if initiated via e-banking, once the order has been input and authorized by the client.

Any Payment Order or consent thereof received by the Bank after the cut-off time mentioned in the Bank's schedule of fees (hereinafter referred to 'cut-off time') on a Business Day or at any time during a non-Business Day, will be deemed to have been received on the next Business Day .

11.1.2. Furthermore, the Client acknowledges that if he indicates that the execution of the Payment Order will begin on a specific day, at the end of a certain period or on the day on which the Client has made funds available to the Bank, such day is deemed to be the day on which the Payment Order is received unless it is not a Business Day, in which case the Payment Order is deemed to have been received by the Bank on the following Business Day.

11.2. Revocation of a Payment Order

11.2.1. The Client may not revoke a Payment Order once it has been received by the Bank. Such Payment Order will be executed by the Bank notwithstanding any subsequent revocation order by the Client.

11.2.2. Where a Payment Transaction is initiated by a Payment Initiation Service Provider or by or through the Payee (e.g. where the Payment Order is issued in execution of a direct debit order), the Client may not revoke the Payment Order after transmitting the Payment Order or giving his/her consent to the Payment Initiation Service Provider to initiate the Payment Transaction or after giving consent to the execution of the Payment Order to the intended Payee.

Notwithstanding the foregoing, if the Payment Order relates to the execution of a direct debit order, the Client may revoke the said Payment Order no later than the cut-off time, at the latest on the Business Day preceding the agreed day for debiting the funds.

11.2.3. Notwithstanding sub. 10.2.1. and 10.2.2. above, if it has been agreed that the execution of the Payment Order will be performed on a specific day, at the end of a certain period or on the day on which the Client has made funds available to the Bank, the Client may revoke such Payment Order by the cut-off time at the latest on the Business Day preceding the agreed day for debiting the funds.

11.2.4. The Bank reserves the right, without obligation, to accept the revocation of a Payment Order requested by the Client after receipt of such Payment Order. Where a Payment Transaction is initiated by a Payment Initiation Service Provider or by or through the Payee, the Client shall not revoke the Payment Order after giving consent to the Payment Initiation Service Provider to initiate the Payment Transaction or after giving consent to execute the Payment Transaction to the Payee.

The Bank may not be held liable for not having exercised such right. Should the Bank accept a revocation after receipt of the Payment Order, it is entitled to charge the Client a fee.

11.2.5. Regarding the point of receipt in time of an order to revoke a Payment Order by the Bank, the rules set out sub. 11.1.1. above apply.

11.3. Execution of a Payment Order

11.3.1. When Payment Transactions are made in euros from a Payment Account denominated in euros, or for national Payment Transactions carried out in the currency of the Member State outside the euro area, or involving only one currency conversion between the euro and the currency of a Member State outside the euro area, provided that the required currency conversion is carried out in the Member State outside the euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro the Bank will ensure that the amount of the Payment Transaction is credited to the account of the Payment Service Provider of the Payee by no later than the end of the following Business Day following the moment of receipt of the Payment Order in accordance with these Specific Conditions.

The Client and the Bank agree, however, that, in the event that the Payment Order was given on paper (a Payment Order sent by fax, by e-mail may be considered as a Payment Order given on paper if such Payment Order needs to be processed by the Bank under a paper form, e.g. by print-out), the time limit as provided in the preceding paragraph will be ex-

tended by an additional Business Day.

11.3.2. For all other Payment Transactions effected within the European Union other than the Payment Transaction described under 11.3.1. above, the Bank will ensure that the amount of the Payment Transaction is credited to the account of the Payment Service Provider of the Payee by no later than the fourth Business Day following the moment of receipt of the Payment Order in accordance with these Specific Conditions.

11.3.3. For all other Payment Transactions not covered under 11.3.1. and 11.3.2. above, the Client acknowledges that the execution time for the Payment Transaction will be subject to the operating rules of international payment systems and that in this case, the Bank will not be bound by the deadlines set out above.

11.3.4. Where the Client denies having authorised an executed Payment Transaction or claims that the Payment Transaction was not correctly executed, it is for the Bank to prove that the Payment Transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency of the service provided by the Bank.

If the Payment Transaction is initiated through a Payment Initiation Service Provider, the burden shall be on the Payment Initiation Service Provider to prove that within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which it is in charge.

Where the Client user denies having authorised an executed Payment Transaction, the use of a Payment Instrument recorded by the Bank shall in itself not necessarily be sufficient to prove either that the Payment Transaction was authorised by the Client or that the Client acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations in relation to Payment Instruments. The Bank including, where relevant, the Payment Initiation Service Provider, shall provide supporting evidence to prove fraud or gross negligence on part of the Client.

11.4. Refusal to execute a Payment Order

11.4.1. The Bank may, without obligation, refuse to execute a Payment Order:

- if the Payment Order contains any factual error, in particular, an incomplete or imprecise Unique Identifier;
- if the Client has breached any of its obligations towards the Bank under these Specific Conditions or any other agreement entered into between the Client and the Bank;
- if the Payment Order does not meet the agreed form as set out in these Specific Conditions;
- if the funds of the Client or the credit line granted to the Client are insufficient to execute a Payment Order in full;
- if the spending limits for the use of one or more Payment Instruments as may have been agreed upon between the Bank and the Client have been reached;
- if the amount of the Payment Transaction exceeds the limit previously indicated by the Client and beyond which it has been agreed that the Bank shall not execute a Payment Order in accordance with Article 11.4;
- if the Payment Order cannot be executed in full;
- if the Payment Order has been made by a person who has no power to operate the Payment Account;
- if the financial position of the Client or of any other person who is financially related to him may jeopardize the prompt and full execution of the commitments of the Client in accordance with these Specific Conditions;
- if the Bank is legally or contractually obliged to freeze the Payment Account or a Payment Instrument of the Client.

11.4.2. In case of refusal in accordance with the preceding paragraph, notification of such refusal shall be sent to the Client through the agreed means of communication in the Application to open an account, within the execution time applicable under these Specific Conditions, unless legal provisions to the contrary. The Bank will provide, where possible, the reasons for the refusal and the procedure to be followed in order to correct any factual error that may have led to said refusal. The Bank will be deemed to have satisfied this obligation if it has sent the notification of refusal within the period of execution time regardless of the date of actual receipt by the Client of such notification. Any notification by the Bank of a justified refusal of a Payment Order may result in the Client being charged a fee.

11.4.3. Should the Client elect to proceed with the execution of a Payment Order notwithstanding re-

fusal thereof by the Bank, the Client shall provide the Bank with a new Payment Order containing all the required elements. It will not be sufficient to correct the initial Payment Order.

11.5. Availability of funds

The availability of the funds or the amount of the Payment Transaction results from crediting the Payment Account even if the balance of such Payment Account remains negative.

When the currency in which the funds were received is different from the currency of the Payment Account, the Bank automatically opens a new sub-account in the relevant currency and credits the new sub-account with such funds.

The Client expressly authorises the Bank to confirm to a payment service provider issuing card-based payment instruments whether an amount necessary for the execution of a card-based payment transaction is available on its Current Account and/or Account.

Art. 12. Information on executed Payment Transactions and claims

A statement of account detailing the Payment Transactions executed on the Payment Account shall be issued on the first Business Day of each month^[S11]. For complete details however of each Payment Transaction, the Client should revert to the advices produced immediately after the execution of such an instruction.

Should the Client not receive such statement of account by the tenth Business Day^[S12] of the relevant month, he shall immediately notify the Bank thereof. In the absence of any notification, the Client will be deemed to have received the statement of account and to be aware of the contents thereof within the aforementioned period.

Art. 13. Claims from the Client

13.1. Delay within which a claim can be lodged concerning the non-execution or the defective execution of Payment Transactions or unauthorised Payment Transactions in relation to which no Incident notification is possible.

Any claim with respect to an unauthorised or defective execution of a Payment Transaction referred to in a statement of account or the non-execution of a Payment Transaction shall be

submitted to the Bank in writing within 13 months following receipt of such statement of account and upon awareness of the contents thereof within the meaning of Article 11 above. In the absence of any claim lodged before the expiration of the aforementioned period, the Client will be deemed to have authorised the Payment Transactions listed on the relevant statement of account, which shall be considered as definitively accepted by the Client.

13.2. Unauthorised Payment Transactions (in case a claim is lodged within the required delay)

If a Payment Transaction cannot be considered by the Bank as authorised by the Client, the Bank shall refund the Client with the amount of the relevant Payment Transaction no later than by the end of the following Business Day after noting or being notified of the transaction and, where applicable, restore the debited Payment Account to the state in which it would have been, had the unauthorised Payment Transaction not occurred. However, where there is a high suspicion of an unauthorised Payment Transaction resulting from fraudulent behaviour by the Client and where that suspicion is based on objective grounds which are communicated to the relevant national authority, the Bank should be able to conduct, within a reasonable time, an investigation before refunding the Client.

The Client shall, however, remain liable for any loss resulting from an unauthorised Payment Transaction under the following circumstances and subject to the following conditions:

- Until notification to the Bank pursuant to the rules on notification of an Incident under these Specific Conditions, of the loss or theft of a Payment Instrument or misuse of a Payment Instrument which was made possible because the Client was unable to preserve the security of its personalised security features: the Client remains liable up to a amount of EUR 50,- unless:
- - (i) the loss, theft or misappropriation of a Payment Instrument was not detectable to the Payer prior to a payment, except where the Payer has acted fraudulently;
 - (ii) the loss was caused by acts or lack of action of an employee, agent or branch of the Bank or of an entity to which its activities were outsourced.
- The Client will bear all of the losses relating to any unauthorised payment transactions if they

were incurred by the Client acting fraudulently or failing to fulfil one or more of the obligations relating to the Payment Instrument and personalised security credentials with intent or gross negligence. In that case, the maximum amount referred to above will not apply.

- Where the Bank does not require strong Client authentication, the Client will not bear any financial losses unless the Client acted fraudulently.

The Client shall not bear any financial consequences resulting from use of the lost, stolen or misappropriated payment instrument after he/she has duly notified the Bank except where he/she has acted fraudulently.

In any case, the Client shall bear the total sum of the losses resulting from an unauthorised Payment Transaction in the event that he has acted fraudulently, irrespective of the notification of an Incident sent to the Bank.

13.3. Notification in case of loss, theft or misappropriation of a Payment Instrument

The Client may contact the Bank by any of the means of communication agreed during the opening of the account upon becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (free of charge or to only charge replacement costs directly attributed to the Payment Instrument).

13.4. Notification in case of fraud or threat to security

The Bank will notify the Client in the event of suspected or actual fraud or security threats via the means of secure communication agreed during the opening of the account.

13.5. Non-execution or defective execution of authorised Payment Transactions (in case a claim is lodged in the required delay)

13.5.1. The Client acts in the capacity of Payer

a) Payment Order initiated by the Client

In the event of a non-execution or a defective execution of a Payment Transaction, and regardless of the possibility for the Bank to be held responsible for such non-execution or defective execution, the Bank will, upon express request of the Client, and

without incurring any liability in relation thereto, endeavour to trace the Payment Transaction and to notify the Client of the result of such tracing.

The Bank shall not be held liable for the defective execution of a Payment Order if it can establish that the amount indicated in the Payment Order has been received by the Payee's Payment Service Provider within the required execution time.

In the event that the Bank is liable for the non-execution or defective execution of a Payment Transaction, it shall, if applicable, refund the Client with the total amount of the Payment Transaction and, where applicable, restore the debited Payment Account to the state in which it would have been, had the wrong Payment Transaction not taken place. In the event the collection of funds is not possible, the Bank will provide to the Client, upon written request, all information made available to the Bank and relevant to the Client in order for the Payer to file a legal claim to recover the funds.

If the Unique Identifier provided by the Client is incorrect, the Bank shall not be liable for non-execution or defective execution of the Payment Transaction.

However, the Bank shall make reasonable efforts to recover the funds involved in the Payment Transaction. The Payee's Payment Service Provider shall cooperate in those efforts also by communicating to the Bank all relevant information for the collection of funds.

In the event that the collection of funds is not possible, the Bank shall provide to the Client, upon written request, all information available to it and relevant to the Client in order for the Client to file a legal claim to recover the funds.

To the extent possible, the Bank may also take steps to correct the wrongful execution of any Payment Order, if the Payment Order contains all the indications allowing the Bank to remedy such wrongful execution, in particular in case the amount transferred was different from the amount indicated in the Payment Order or in case of an internal transfer from the Client's Payment Account to another of his/her accounts opened in the books of the Bank.

The Client shall have no right to request to be refunded the amount of a Payment Transaction under the conditions set forth above in the case of a late execution of a Payment Order but may have the right to the refund of the fees and interest to which

the Client has been subject because of such late execution.

b) Payment Order initiated by the Payee

In the event of non-execution or defective execution of a Payment Transaction, subject to proof by the Client of the Payee's Payment Service Provider having correctly transmitted the Payment Order within the required delay, the Bank shall refund the Client the total amount of the Payment Transaction and, if applicable, restore the debited Payment Account to the state in which it would have been, had the wrong Payment Transaction not taken place.

To the extent possible, the Bank may also take steps to correct the defective execution of a Payment Order, if the Payment Order contains all the indications allowing the Bank to remedy such wrongful execution, in particular in case the amount transferred was different from the amount indicated in the Payment Order.

The Client shall have no right to request to be refunded the amount of a Payment Transaction under the conditions set forth above in the case of a late execution of a Payment Order but may have the right to the refund of the fees and interest to which the Client has been subject because of such late execution.

c) Payment initiation services

Where a Payment Order is initiated by the Payer through a Payment Initiation Service Provider, the Bank shall refund to the Payer the amount of the non-executed or defective Payment Transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective Payment Transaction not taken place.

If the Payment Transaction is initiated through a Payment Initiation Service Provider, the burden shall be on the Payment Initiation Service Provider to prove that within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which it is in charge.

13.5.2. The Client acts in the capacity of Payee

a) Payment Order executed in accordance with the Unique Identifier

A Payment Order is deemed duly executed by the Bank as regards the Payee indicated by the Unique Identifier when it is executed in accordance with the Unique Identifier, notwithstanding the fact that the Client may have supplied the Bank with any additional information.

If the Unique Identifier is wrong, the Bank will not be held liable for any damages which could result from the non-execution or defective execution of a Payment Order when the Bank has executed such Payment Order in accordance with the indicated Unique Identifier. The Client shall have sole responsibility to challenge the Payer and/or the Payer's Payment Service Provider in this respect.

b) Payment Order initiated by the Payer

(i) The Bank may be held liable for the non-execution or defective execution of a Payment Order for which the Client is the Payee only subject to proof by the Client of receipt by the Bank within the required delay of the amount mentioned in the Payment Order initiated by the Payer and that such amount has not been credited to his/her Payment Account after deduction, if applicable, of the fees charged by the Bank in accordance with Article 14.

In such case, the Bank shall ensure that the amount of the Payment Transaction is made available to the Client in his/her Payment Account as soon as possible and, where applicable, credit the Payment Account with the corresponding amount.

(ii) The Bank and the Client hereby agree that, should the Bank be required to do a refund in respect of a Payment Transaction initiated by a Payer, the Bank shall be irrevocably authorised to debit the amount requested by the Payer's Payment Service Provider in such context from the Payment Account, without having to make any prior inquiry with regard to the legitimacy of the refund request sent by the Payer to his/her Payment Service Provider. The Client shall have sole responsibility to directly challenge the Payer and/or the Payer's Payment Service Provider with regard to the legitimacy of the Payer's refund request.

c) Payment Order initiated by the Client as Payee

The Bank is only liable towards the Client for the correct transmission of the Payment Order to the Payer's Payment Service Provider and the execution of the Payment Transaction in accordance with the

terms of these Specific Conditions. The Bank shall not incur any liability in the case of non-execution or defective execution of a Payment Order if it has fulfilled these obligations.

Notwithstanding the above, and regardless of the possibility for the Bank to be held responsible for the non-execution or defective execution of a Payment Order, the Bank will, upon express request of the Client, and without incurring any liability in relation thereto, endeavour to trace the Payment Transaction and to notify the Client of the result of such tracing.

13.6. Intermediaries

When Intermediaries or other Payment Service Providers are involved in the execution of a Payment Order the Bank only takes responsibility for the non-execution or defective execution of a Payment Order by an Intermediary which is chosen by the Bank. The Bank shall under no circumstances be liable for actions taken by any other intermediaries.

13.7. Specific rules for Payment Transactions initiated by the Payee and for which the initial authorisation did not specify an exact amount.

13.7.1. The Client acts in the capacity of Payer

a) The Client undertakes to provide the Bank with a maximum pay-out limit for each Payee which may directly initiate a Payment Transaction that may entail a debit on the Payment Account of the Client, in particular in the case of direct debit. Such pay-out limit represents the limit beyond which the Client considers that the payment required by the Payee is unreasonable. Beyond this limit, the Bank and the Client agree that the Bank will refuse to execute any Payment Order from the said Payee, unless instructed otherwise in writing by the Client.

If the Client did not indicate any pay-out limit to the Bank, the Bank considers that the Client authorises the Bank to execute any Payment Order initiated by the Payee, regardless of whether the amount of the executed Payment Transaction exceeds the amount the Client could have reasonably expected.

The Bank cannot be held liable for the consequences that might result from the non-execution of a Payment Order when the pay-out limits set by the Client have been exceeded or from the execution in full of a Payment Order initiated by the Payee when the Client has set no limit.

b) If the Client has not set any pay-out limit, and if the Client believes that the amount of the Payment Order initiated by the Payee exceeds the amount the Client could have reasonably expected, the Client may address to the Bank a request for the refund of the Payment Transaction executed further to such Payment Order. The Client shall accompany such request by relevant factual information, in particular elements on his/her past spending patterns and the circumstances under which the Payment Transaction occurred. The Client may, however, not invoke any elements in relation to a foreign exchange operation when the foreign exchange rate agreed between the Bank and the Client has been applied.

The Client will in any case be solely entitled to the reimbursement of the amount of the relevant Payment Transaction. The Bank and the Client agree that the fees, commissions and other expenses created by such a Payment Transaction will not be reimbursed to the Client.

Where the Client may request a refund in accordance with the present clause, a written refund request must have reached the Bank in accordance with these Specific Conditions within eight (8) weeks from the date on which the funds were debited from the Payment Account.

Within ten (10) Business Days following receipt of the refund request and provided that the Bank accepts the refund request, the amount of the Payment Transaction will be credited to the Client's Payment Account.

In case the Bank refuses to reimburse the Client, it shall, within ten (10) Business Days following receipt of the refund request, indicate to the Client the reasons for its refusal. Such communication will be done according to the means of communication agreed with the Client in the Account Opening Application or any relevant instruction.

c) The Bank and the Client hereby agree that the Client shall have no right to a refund in the event that the Client gave directly his consent to the execution of such Payment Transaction directly to the Bank.

13.7.2. The Client acts in the capacity of Payee

The Bank and the Client hereby agree that should the Bank be required to do a refund in respect of a Payment Transaction initiated by the Client acting as Payee, the Bank shall be irrevocably authorised to debit the Payment Account with the amount request-

ed by the Payer's Payment Service Provider in such context, without having to make any prior inquiry with respect to the legitimacy of the refund request sent by the Payer to his/her Payment Service Provider. The Client shall have sole responsibility to challenge the legitimacy of the Payer's refund request by acting against the Payer and/or the Payer's Payment Service Provider directly.

13.8. Absence of claims or refund requests within the mandatory delays

In the absence of receipt of any claim or refund request from the Client within the aforementioned delays, the Bank cannot be held liable for any damages arising from the execution of a Payment Transaction, whether authorised or not, the non-execution or the defective execution of a Payment Transaction.

IV. LIABILITY OF THE BANK

Art. 14. Without prejudice to Article 13, the Bank will not be held liable for damages arising from the defective execution, non-execution or partial execution of its obligations ("Default") under these Specific Conditions, except in the case of gross negligence or wilful misconduct.

14.1. In any case, the Bank will not incur any liability should a Default result from abnormal and unforeseeable circumstances beyond the control of the Bank, such as e.g. interruptions or unavailability of telecommunication systems or more generally of its services (e.g. due to fire or similar disasters, power cuts, failure of computer systems or attacks against the systems of the Bank). The Bank shall not be liable for damages resulting from the implementation of legal provisions, measures taken by public authorities, declared or imminent, acts of war, revolutions, civil wars, *fait du Prince*, strikes, lockouts, boycotts and picketing, regardless of whether the Bank is itself a party to the conflict or if its services are only partially affected or where such a Default occurs as a result of the Bank complying with its legal obligations.

14.2. Value dates in case of non-execution, defective or late execution of a Payment Transaction

This section applies where 1) either the Payer's bank or and the Payee's bank must be located in the EU/EEA and the payment involves a currency/currencies of EU or EEA member states (hereinafter referred to as "PSD Currency") or 2) both the

Payer's bank and the Payee's bank are located in the EU/EEA and the payment is carried out in a currency that is not a currency of a Member State (hereinafter referred to as a "non EU Currency") or a sole payment service provider is located in the EU/EEA, with respect to those parts of the payment transaction which are carried out in the EU/EEA.

14.2.1. Payment Order initiated by the Payer

The debit value date for the Payer's payment account shall be no later than the date on which the amount was debited.

The credit value date for the Payee's payment account shall be no later than the date on which the amount would have been value dated, had the Payment Transaction been correctly executed.

14.2.2. Payment Order initiated by or through the Payee

In case of a late transmission of the Payment Order, the amount shall be value dated on the Payee's payment account no later than the date the amount would have been value dated had the transaction been correctly executed.

Where the Bank is liable to the Payee for handling the Payment Transaction, the amount shall be value dated on the Payee's payment account no later than the date the amount would have been value dated had the Payment Transaction been correctly executed.

V. FEES

Art.15. The Bank shall charge the Client for its services in accordance with its schedule of fees applicable to the type of services to be provided.

Unless otherwise specifically agreed, for Payment Transactions carried out within the European Union between:

- the Bank and the Payer's or the Payee's Payment Service Providers located in Luxembourg,
- the Bank acting as the Payer's Payment Service Provider and the Payee's Payment Service Provider located in another Member State,
- the Bank acting as the Payee's Payment Service Provider and the Payer's Payment Service Provider located in another Member State or
- where the Bank is the sole Payment Service Provider involved in the Payment Transaction,

the Bank will process all payments under the princi-

ple of shared fees, i.e. the Payee and the Payer must bear the charges levied by their respective Payment Services Providers under the charging code SHARE.

The Bank shall apply its fees, as applicable from time to time, a list of which shall be available to the Client at the premises of the Bank, and a copy of which has been provided to the Client before these Specific Provisions come into force.

The Bank will notably disclose to the Client the charges connected to the manner in and frequency with which information is provided or made available.

Before each individual Payment Transaction, the Client undertakes to inform himself about the amount of fees payable in respect of such Payment Transaction.

The Client hereby authorises the Bank to automatically debit from his/her Payment Account the amount of fees owed in respect of each Payment Transaction to the Bank.

Where the Client is the Payee of a Payment Transaction, he authorises the Bank to debit from the amount to be credited to his/her Payment Account any fees that may be due to the Bank, before crediting his/her Payment Account.

The Client hereby accepts that he may be charged additional fees, in particular in case of notification by the Bank of its refusal to execute a Payment Transaction, in case of revocation of a Payment Transaction accepted by the Bank within the meaning of Article 10.2.4. above or in case of recovery by the Bank of the amount of a Payment Transaction where the Client has supplied an inaccurate Unique Identifier.

The Client shall remain liable for the payment of fees which are due, even if payment thereof is requested following the closure of the Payment Account.

Art. 16. Interest rate and exchange rate

16.1. Unless otherwise agreed, should an overdraft on a Payment Account be required for the purposes of effecting a payment service in accordance with these Specific Conditions, debit interest at the rate set out in the schedule of fees of the Bank shall be charged automatically, without prior notice, on any debit balance in the Payment Account, without prejudice to any other fees, charges, withholding tax

or any other expenses or claims that the Bank may have as damages.

In the absence of such an interest rate, the reference interest rate will be determined by the Bank according to the Bank's Base Debit Rate (as defined in the schedule of fees) plus a maximum spread as agreed from time to time with the Client.

This provision shall not be laid out as an authorisation for the Client to create overdrafts on his/her Payment Account.

Interest charged on an overdraft of the Payment Account is immediately due and payable and will be automatically debited from the Payment Account.

Deposits on the Payment Account shall not bear credit interest, unless otherwise agreed between the Bank and the Client for certain types of Payment Accounts.

16.2. Should a foreign exchange transaction be executed for the purposes of providing a payment service under these Specific Conditions, the Bank applies the rate of exchange prevailing at the date of execution of the proposed Payment Transaction.

The exchange rates applied by the Bank are the ones specified in the Bank's schedule of fees. As exchange rates vary from day to day, the Client undertakes to inform himself prior to any Payment Transaction implying a foreign exchange transaction of the applicable exchange rate.

16.3. The Client acknowledges that the interest and exchange rates may vary at any time. The Client acknowledges thus that the interest rate and/or exchange rate applied to a Payment Transaction will be the rate prevailing at the time of execution of the Payment Transaction.

The Client hereby agrees that any change in interest rates and exchange rates will immediately be applied, without notice, if such change is based on the reference interest or reference exchange rates. Information on the interest rates applicable after such a modification will be held at the Client's disposal in the Bank's premises and will be provided to him upon request.

Changes in interest and exchange rates, even for fixed rates, which are more favourable to the Client will be applied without notice.

VI. COMMUNICATIONS

Art. 17. Means of communication

Any communication, notification and information transfer shall be made in the manner agreed upon between the Bank and the Client in the Account Opening Application. Depending on the means of communication agreed upon, the Bank will provide the Client with information with regard to the technical requirements to be met either in a Manual or in any other relevant document.

Art. 18. Language(s)

Any communication between the Bank and the Client will be made in English.

Art. 19. Access to information

The Client may at any time request a copy of these Specific Conditions.

The Specific Conditions are also available on the Bank's website.

VII. AMENDMENTS TO THESE SPECIFIC CONDITIONS

Art. 20. Conditions of amendment

In particular in the event of changes in the legal and regulatory framework of the banking sector, changes to banking practices or changes affecting the conditions on the financial markets, the Bank reserves the right at any time to amend and/or to add new provisions to these Specific Conditions.

Should the Bank elect to amend and/or add new provisions to these Specific Conditions, the Bank will immediately inform the Client thereof, indicating the clauses it will modify or add as well as the content of these amendments or addition. The contemplated modifications or additions may also be made through a separate document which will then form part of these Specific Conditions.

Art. 21. Acceptance

Unless otherwise provided in these Specific Conditions, the amendments, additions or separate documents are deemed to be accepted by the Client if the Client does not lodge a written opposition with the Bank within two months from the day of communication to the client of such amendments, additions or separate documents by the Bank.

Should the Client wish to oppose such amendments, the Client may terminate the account relationship with immediate effect and without any charge.

VIII. DURATION AND TERMINATION

Art. 22. Duration and conditions for termination

These Specific Conditions are concluded for an undetermined period of time. Each party has the right to terminate the agreement, at any time and without having to state any reason, with one month's notice on the initiative of the Client and two months' notice on the initiative of the Bank. Such notice shall be sent by registered mail.

Outstanding Payment Transactions shall not be affected by the termination of these Specific Conditions.

The Client hereby acknowledges and agrees that in the case of termination of the account relationship within 6 months from the opening of the account relationship the cancellation fee as provided for in the schedule of fees will be debited, without prejudice to any other fees that may be payable to the Bank should the account be closed.

Should the Client fail to meet his/her contractual obligations or should the Bank have reason to believe that it may incur any liability through the continuation of its relationship with the Client or should the Payment Transactions of the Client appear to be contrary to public order or morality, or should the Client fail to meet its obligation to act in good faith, the Bank may terminate with immediate effect, and without prior notice, its relationship with the Client under these Specific Conditions, in which case all obligations, even obligations with a term, of the Client shall become immediately due and payable.

The Bank may at any time request new collateral or additional guarantees from the Client to cover the commitments of the Client.

Art. 23. Termination of contractual relationship

Termination of the entire contractual relationship between the Client and the Bank in accordance with the General Conditions of the Bank will automatically result in the termination of these Specific Conditions. However, during the period of notice as provided for in these Specific Conditions, the Specific Conditions will continue to apply and the Payment Accounts will remain open only to carry out Payment Transactions.

In this context, the Specific Conditions and the relevant provisions of the general terms and conditions of the Bank will continue to apply during such notice period.

IX. MISCELLANEOUS

Art. 24. General terms and conditions of the Bank

In case of any discrepancy between these Specific Conditions and the general terms and conditions of the Bank (which also apply to the provision of payment services), the provisions of the Specific Conditions prevail.

Art. 25. Complaint, out-of-court redress and limitation period

The dispute resolution procedure is described in the Bank's MiFID General Information Document. The Client accepts that the Bank will reply to his/her complaint by email or via the mean of communication agreed between the Client and the Bank at the latest within fifteen (15) business days.

The complaint may also be dealt with through an alternative dispute resolution ("ADR") procedure. The Client may refer the complaint to the Commission de Surveillance du Secteur Financier where he qualifies as a consumer.

Further details about the CSSF in its capacity of dispute resolution body may be found under the following link:
<http://www.cssf.lu/en/consumer/complaints/>.

Legal action against the Bank is time barred by 13 months. The limitation period runs from the date of commission or omission of the facts alleged against the Bank.