

MASTERCARD ENVIRONMENT CORPORATE CARD CONTRACT TERMS AND CONDITIONS

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CORPORATE CARD OPERATIONS

The Corporate Card Contract (also named “the Contract”) includes the present Terms and Conditions and specific Terms and Conditions named “Corporate Card Contract”.

ARTICLE 1 – PURPOSE OF THE CONTRACT

The Company signing the Corporate Card Contract (hereafter referred to “the Company”) requests Societe Generale to issue Corporate Card(s) to its Employee(s) or worker(s) having signed a Corporate Card Individual Request and holding then a Corporate Card (hereafter referred to as “Employees” or “Cardholders”).

The Corporate Card is a Corporate MasterCard or a Corporate Executive MasterCard, (hereafter referred to as the “Corporate Card” or the “Card”).

The Parties agree it shall be used by the **Employee only for business purposes and that the latter shall refrain itself from using it for personal expenses.**

Especially, the Corporate Card enables, according to the provisions stated in the related Individual Request and for business purposes, to pay for goods or services purchases, and as an option to withdraw cash.

ARTICLE 2 – DURATION OF THE CONTRACT

2.1 – Except specific notification in the Corporate Card service contract or any document signed by the Parties, the Corporate Card contract has been concluded for an unlimited period of time.

2.2 – The Company, as well as Societe Generale, may at any time and without any specific reason, terminate the contract via a registered letter with receipt acknowledgement sent to the other Party with a one (1) month notice.

The termination of the Corporate Card Contract implies the termination of all the related Corporate Cards Individual Requests and then, the obligation to return all the delivered Cards and to settle all amounts owed in the context of the present contract.

2.3 – Any closing down of the Company, transfer or transformation of the business implies the immediate termination *de plein droit* of the present contract, provided all amounts owed in the context of the present contract are settled.

2.4 – No compensation can be requested for the reason that a Party exercises his legitimate right to terminate or suspend the contract as stated in the present article.

ARTICLE 3 – CARD DELIVERY AND RENEWAL

The Card will be issued after the joint request by the Company and its Employee provided Societe Generale validated the request.

The issued Card will be delivered by Societe Generale to the Company with a receipt acknowledgement. The Company shall deliver the Card to the related Cardholder and keep track of this delivery. When the Card is renewed, it may be sent directly to the Employee's home address.

At the Card expiration date, unless the present Corporate Card contract or the Corporate Card Individual Request has been terminated, the Card is automatically renewed.

ARTICLE 4 – PAYMENT CAPACITY AND WITHDRAWAL CAPACITY (OPTION)

Societe Generale and the Company will determine for each Card the monthly payment capacity. This capacity will be indicated on the related Corporate Card Individual Request.

If applicable, they will also determine for each Card, its weekly and daily withdrawal capacity. This capacity will be indicated on the related Corporate Card Individual Request.

ARTICLE 5 – TRANSACTIONS DOMICILIATION

For each Card, the operations are domiciliated, according to the Company's choice indicated in each related Corporate Card Individual Request:

– **Either on the Cardholder's account**, whose details have been transmitted to Societe Generale. In this case, the Company and the Cardholder will manage on their own the reimbursement of the Cardholder's business expenses. The statement of transactions performed using the Card will be available for the Cardholder and, if applicable to the Company (in case of subscription to the Sogecarte Net service or to the Management Statement service) by Societe Generale.

– **Or on the Company's account** open in the Societe Generale books. In this case, the transactions statements will be set available by Societe Generale to the Company and potentially to the Cardholder. In absence of indication of the Company's account in a Corporate Card Individual Request, the transactions will be domiciliated on the account indicated in the present contract.

Transactions are however always debited from the Company's account in case of one of the following events:

- Refusal of a SEPA direct debit notice on the Cardholder's account, for any reason. It should be noted that any provisions failure, even partial, implies a refusal of the SEPA direct debit notice for the total amount; and/or
- Termination of a Corporate Card contract or of one or several Individual Request(s), without return of the related Cards.

ARTICLE 6 – TRANSACTIONS DEBIT DATE FROM THE ACCOUNT

6.1 – Card operated on the Employee's account

Transactions are processed according to a monthly date of statement of account chosen by the Company in the Corporate Card Individual Request. They are debited:

- Either after the statement of account,
- Or at the end of the differed debit period as agreed by the Company and Societe Generale in this Request and starting from the date of statement of account.

6.2 – Card operated on the Company's account

Transactions are debited:

- Either when presented (option called “day-to-day” or “immediate debit”),
- Or monthly after the date of statement of account chosen by the Company in the related Card Individual Request.

ARTICLE 7 – CARD BLOCK

In the event of a loss, theft or fraudulent usage of the Card or of the data related to its usage, the Company undertakes to ask the Card block under the same conditions as the cardholder if the latter did not already asked it.

ARTICLE 8 – COMPANY'S RESPONSIBILITY

8.1 – The Company is the sole entity liable for the Card storage and usage from its delivery by Societe Generale as long as it has not been delivered to its Cardholder.

8.2 – From its delivery, the Company is jointly liable with the Cardholder for the Card storage and usage according to the Corporate Card operations Terms and Conditions, even when the Card is used for non-business purposes.

Generally, Societe Generale is not part of any dispute that may occur between the Company and its Employee. This is especially the case for any dispute related to transactions performed using the Card, to any modification of the Card operation characteristics requested by the Company or to the usage of funds allocated by the Company to the Cardholder for these transactions.

8.3 – The Company get insurances signed for it by Societe Generale according to the information documents of the insurance contracts that are attached to the present. These insurances guarantee the Company to be refunded of financial losses due to misuses or fraudulent uses of the Card in accordance with provisions stated in those information documents:

- A “misuse” guarantee that enables the Company to be refunded of transactions performed using the Card and debited from its account in the event the Cardholder cannot settle them, and
- A “fraudulent usage” guarantee that enable the Cardholder or the Company, in the event of a loss or a theft of the Card, to be refunded of transactions they are responsible for and performed by a third party before the Card block.

ARTICLE 9 – TRANSACTIONS INFORMATION AND ADDITIONAL SERVICES

Societe Generale will especially provide the Company, after its request, with paper-based management statements, reporting statements and an enhanced Internet reporting (Sogecarte Net) whose characteristics are described in the contract and in the subscription terms and conditions related to these services. These additional services are subject to fees debited from the Company's account.

Societe Generale states that no payment would be made to a partner body if the client was exempted of fee for the paper based statements.

ARTICLE 10 – FINANCIAL CONDITIONS

10.1 – Fee

The Card is subject to an annual fee whose amount is always debited from the Company's account which is the Corporate Card service contract. This fee shall be paid in advance and will remain totally Societe Generale's property, even if the Card is captured or the Corporate Card contract / Individual Request terminated.

10.2 – Transactions pricing

Cash withdrawal transactions performed using a Card or transactions related to its operating, may be subject to a pricing whose details are described in the French document “*Conditions et tarifs appliqués aux Entreprises et aux Associations*” provided during the signature of the Company's account agreement or in any other document agreed by the Parties.

10.3 – Differed debit

The differed debit duration is calculated from the statement of account date for the invoices to the date of debit from the Employee's account. The differed debit cost is charged to the Company's and is debited monthly from its account. The pricing rate is determined based on one of the three reference rate indicated in the Corporate Card contract (EURIBOR 3 months, EURIBOR 1 month or EONIA) to which a margin (spread) is added in accordance with specific provisions of the Company. In the event the applicable reference rate

would become negative, the reference rate would be considered as being equal to zero and this margin would not be decreased.

ARTICLE 11 – MODIFICATIONS OF THE CONTRACT TERMS AND CONDITIONS

Societe Generale reserves the right to provide changes, especially financial ones that will be notified in writing to the Company.

The updated provisions will become effective minimum one (1) month after their notification.

In case of disagreement, the Company may terminate at no cost its contract in accordance with the provisions indicated in the article 2.1 above. The absence of contract termination notified by the Company before the changes effective date results in the validation of the changes.

By exception, Societe Generale reserves the right to immediately make necessary changes so that the Contract complies with the Law and/or regulations. These changes will become effective at the date they are notified to the Company.

ARTICLE 12 – MODIFICATIONS OF THE CARD OPERATION CHARACTERISTICS

The characteristics indicated on the Corporate Card Individual Requests related to the monthly payment limit, the cash withdrawal option, the date of the statement of account or the Card operations (especially the transactions domiciliation) may be modified upon request of the Company by the employees duly authorised by the Company after agreement by Societe Generale.

The Company undertakes to notify the modifications to the relevant Employees, at least one (1) month prior the effective date of the modifications, in accordance with the provisions set in the Corporate Cards operations Terms and Conditions.

ARTICLE 13 – APPLICABLE LAW / COMPETENT COURTS

The present contract shall be governed by French law. All disputes relative to the interpretation and/or execution of the present contract shall be subject to the "Tribunal de Commerce de Paris". In addition, if the Cardholder is subject to a foreign law, the Company shall check that the Card Individual Request and the related Operations Terms and Conditions he will be submitted to, comply with the applicable law.

ARTICLE 14 – CONFIDENTIALITY

As express agreement, Societe Generale is authorised by the Cardholder and the Company to release the information gathered in the context of the present contract. This information will be used in automated or non automated processes in order to enable the Card renewal, its operations management, commercial programs management and to ensure the payment transactions security, especially when the Card is subject to a

block. The Cardholder may refuse, for legitimate reasons, his information to be used for each processes. He also may refuse, at no cost and without any justification, this information to be used for commercial purposes. For the purposes listed above, the said information might be transmitted to credit institutions and more generally to institutions authorised to provide payment services and bound by professional secrecy, to Societe Generale, to bodies involved in the Card renewal and operations process, to sub-contractors, to acceptors participant to the MasterCard network and to the ACPR.

ARTICLE 15 – TRANSFER

Except in the event of a contract transfer mandated by a collective procedure it would be subject to, the Company shall not be able to sell, transfer or provide a third party, for any reason and by any means, even in a context of a transaction implying the global transfer of all or part of its assets, the obligations it has in the context of the present contract, without the prior written agreement of Societe Generale.

It is specified that the Company's obligations will continue after the termination of the present contract, without getting the Company's agreement in the event of:

- Sale by Societe Generale of all or part of its rights and obligations when the present contract terminates to a company part of its Group,
- Modification of the assets or of the legal entity of Societe Generale, such as, the list being not exhaustive, sale of business, rent-management, merge, partial asset transfer, split. In addition, any change in Societe Generale shareholding, including in the event of a change of control, shall not lead to questioning the continuation of the present contract.

In the event such a transaction would occur, Societe Generale would inform the Company as soon as possible. The latter already declares accepting these transactions and acknowledges the potential successor of Societe Generale which would then be its co-contractor.

ARTICLE 16 – COMMON MEASURES

16.1 – Headlines

The headlines of the paragraphs and articles of the Contract are included to facilitate the reading but shall never be used to guide their interpretation.

16.2 – Partial nullity

If one (or several) provision of the present contract was set, made or declared invalid because of a law, a regulation or a decision from a competent jurisdiction, the Parties will consult to agree on one or several provisions replacing the invalid provision(s) and enabling to reach, if possible, the objective of the initial provision(s). All the other provisions of the contract will keep with this assumption all their strength and impact.

16.3 – Non waiver agreement

The failure of the Acceptor or Societe Generale to pursue a breach by the other party of any of the provisions of the Terms and Conditions hereof, shall not be construed as a waiver of the obligation in question or as an amendment to the present contract, and shall not be deemed as a waiver by the non-defaulting party of any breach in the future.

SOGECARTE NET SERVICE (RELATED TO COPORATE CARD) TERMS AND CONDITIONS

ARTICLE 1 – DEFINITIONS

Principal Administrator: Company's Employee responsible, within the Company, for managing the present subscription, appointed by the subscribing Company in the Corporate Card Contract or Environment Corporate Card Contract.

Delegate Administrator: Employee responsible, within the limits of duties delegated by the Principal Administrator, for managing the present subscription within the Company.

Personal codes: user code and secret code required to access the service Employee (or "the Holder"): Employee of the Company and as such holder of a Corporate Card.

Corporate Card Contract: Corporate Card Contract or Environment Card Contract subscribed by the Company from Societe Generale and giving the right to Corporate Cards delivery and in whose context is subscribed the Sogecarte Net service.

Company: legal entity which subscribed to the Corporate Card Contract.

Branch Customer Number: Societe Generale internal code enabling it to identify a Company for a single branch. A Company subscribing to several Corporate Card Contracts in different branches gets several Branch Customers Numbers.

Authorised Persons: refers to the Principal Administrator and/or to the Delegate Administrator and/or Employees.

Sogecarte Net: service enabling to access, via Internet, through a secure connection, to a reporting service enabling the transactions viewing of the payment and withdrawal transactions performed using the Corporate Card, the printing in the form of PDF of those transactions statements. It includes management and administration features.

ARTICLE 2 – PURPOSE OF THE SERVICE

During the signature of a new Corporate Card Contract, at the Company's request, Societe Generale provides the Company, as well as its Employees, with the Sogecarte Net Service enabling (i) the viewing of accounting

information on payment and withdrawal transactions performed using the Corporate Card(s), provided each Employee agreed, (ii) the usage of a management and administration tool (Card base follow-up, outstanding amounts, Corporate Cards termination request, modification request...).

ARTICLE 3 – ACCESS TO THE SERVICE – TECHNICAL MEANS

The access to the Service is performed by using an Internet browser including the compatibility and security levels required for the said Access. The Company manages on its own:

- Its Internet access (especially the choice of a web access service provider) and the smooth running of its data processing equipment;
- and
- The compatibility of hardware and software intended to use the service(s) proposed by Societe Generale.

Sogecarte Net complies with the W3C standards, it is therefore compatible with all the browsers that also comply with this standards (Internet Explorer 5 and further versions...).

ARTICLE 4 – ACCESS TO THE SERVICE – ACCREDITATIONS

The Company appoints in the Corporate Card Contract, person who will be responsible for managing the Service in the name of and for the Company.

– The Principal Administrator:

- Appoints at least one Delegate Administrator having the same duties than him (except the one to generate Personal Codes of Delegate Administrators)
- Indicates, for each Delegate Administrator so appointed, the Corporate Card Contracts on which the Delegate Administrator may perform its duties.

ARTICLE 5 – ACCESS TO THE SERVICE – CODES

5.1 – The access to the Service is only possible by successively entering, when connecting to the Service, personal codes:

A **user code** of 10 alphanumeric characters (maximum); and a **secret code** from 6 to 10 alphanumeric characters (maximum) which code shall be changed by its holder during its first connection.

Societe Generale:

– Sends to the Principal Administrator:

- Its user code by e-mail; and
- Its secret code by postal mail to its name at the address indicated in the Corporate Card Contract.

– Informs the Principal Administrator, by the same e-mail, of the technical method enabling each Employee to get its user code and its secret code in order to access to the Sogecarte Net service.

The Principal Administrator:

– generates and sends the Personal Codes to the Delegate Administrators; and

– sends the Technical Method to the Employees,

and this, in accordance with the procedures set within the Company.

The Company undertakes to ensure that procedures guarantee the strict confidentiality of Personal Codes so allocated in accordance with the provisions of the article “Security” hereafter. It therefore guarantees Societe Generale against any action, claim etc. which would be made against Societe Generale due to a prejudice resulting from a security breach of these procedures.

5.2 – Security

The Personal Codes are strictly confidential to the Authorised Persons to which they are allocated.

The Company is fully responsible for the storage and the usage of Personal Codes and, if any, of the consequences of their disclosure or of their use by non-authorised third parties. The Company is therefore responsible to make sure that the Authorised Persons keep them secret and enter them in perfect security and confidentiality conditions and do not disclose them to anyone. Especially, the Company shall make sure, via Administrators, that Authorised Persons are regularly informed of the security related information displayed on the Sogecarte Net website.

By security measure, the Access to the Service is blocked after entering three (3) wrong secret codes. In the event of a Secret Code block, oversight, loss or compromise, for the access to the service to be unblocked via a Secret Code reset: Employees contact the Principal Administrator or the Delegate Administrator, the Delegate Administrator contacts the Principal Administrator and the latter contacts Societe Generale Service Gamme Entreprises by email to service.entreprise@socgen.com.

Societe Generale recommends changing regularly the secret codes during a connection to the Service, in accordance with the information and advices provided by the Service.

As the validity of a secret code is one (1) year, the Internet user shall necessarily change it at least once a year.

Societe Generale reserves the possibility, without any justification, and especially for security reasons and/or of non-compliance with the usage conditions of the Service:

– to automatically proceed to a reset of the secret code of the Principal Administrator. The latter will be notified by mail by the Societe Generale Corporate Cards service; and/or

– suspend the access to the Service for the Principal Administrator, of all the Employees or of the Delegate Administrators. When Societe Generale will consider that conditions to a satisfactory access are met again, it will reopen the service and inform by mail the Principal Administrator. The suspension of the Service will not change the personal codes existing prior to the suspension.

The Company may also, in case of necessity, request directly or via the Principal Administrator the suspension of the access to the Service of the Principal Administrator, of Delegate Administrators, if any, and of all the Employees by contacting Societe Generale—Service Gamme Cartes Entreprises during its opening days and hours (Monday to Friday from 8: 30 am to 12: 00 am and from 1: 30 pm to 5: hours (Monday to Friday from 8: 30 am to 12: 00 am and from 1: 30 pm to 5: 00 pm) by mail to the following address: service.entreprise@socgen.com, the mail receipt being the only evidence.

The service opening will then be requested by written instructions sent by the Company to the Societe Generale department above.

5.3 – Electronic signature

Societe Generale and the Company agree that the successive entry of its Personal Codes by the Principal Administrator, the Delegate Administrator or the Employee holds electronic signature of the person to whom they have been allocated, enabling therefore its identification and proving its quality of person authorised by the Company to access to information provided by the Service and to perform the operations processed via the said Service, and if applicable, to allocate them to the Company, when the said operations are supposed being performed in the name and for the Company.

ARTICLE 6 – CORPORATE CARDS SUBJECT TO A SERVICE SUBSCRIPTION CONTRACT

6.1 – The Sogecarte Net Service may relate, according to the Company’s choice, to one or several Corporate Card Contracts identified by their Branch Customer Number indicated in the Corporate Card Contract.

6.2 – Societe Generale may add other Corporate Card types that could be subject to a subscription contract to the Sogecarte Net Gestion Service (refer to article 13).

ARTICLE 7 – INFORMATION TRANSMITTED BY SOGECARTE NET AND BANKING OPERATIONS

7.1 – The information that may be viewed on Sogecarte Net is viewable within the limits and conditions set by the service and described in user guides present online. Information are referred to, errors and omissions excepted.

7.2 – The entry of contact details on the Sogecarte Net website as well as any element needed to receive information will be done under the sole responsibility of the Company. Societe Generale shall not be liable in case the information is not received, especially in case of wrong entry of contact details.

ARTICLE 8 – RESPONSIBILITY

8.1 – Societe Generale accepts the obligation to implement means related to the reception and issuance of information its responsibility, limited to direct damages, shall not be taken, except in the event it is set it made a serious offence. Societe Generale shall not be responsible in the event the failure to fulfil its obligations results from a case of absolute necessity, especially in case of interruption of the Sogecarte Net service related to the routing of information or to the Company’s data processing system. Societe Generale is not part of any dispute that may occur between the Company and the electronic communication processing company.

8.2 – Likewise, Societe Generale shall not be responsible for a result of a security failure (hardware or software) of the connection device (personal computer, mobile phone...) used by the Company.

ARTICLE 9 – PROOF OF INSTRUCTIONS TRANSMITTED VIA SOGECARTE NET – TIME LIMIT FOR CLAIMS AND FOR RECORDS PRESERVATION

As the Sogecarte Net service involves electronic means to transmit and store information, the records of the devices used by Societe Generale for the reception of Company’s instructions and electronic signatures, or their reproduction on a data processing medium shall constitute for Societe Generale the proof of the said instructions and the justification of the changes made in the context of the Corporate Card Contract.

The Principal Administrator or the Delegate Administrator is responsible for all the consequences of the non transmission of instructions resulting from an error or a wrong operation performed by itself. Societe Generale shall have the obligation to store the records or reproductions:

– For the “Cardholder’s” transactions statement (specific to each Corporate Card), during a three (3) months period from the recording date in the Societe Generale information system as well as for the current month

– For the global transactions statement (related to all the Company’s Corporate Cards), during a ten (10) years period from the recording date in the Societe Generale.

After these time frames, no claim from the Company or the Cardholder will be accepted regarding the related transactions.

ARTICLE 10 – PRICING OF THE SUBSCRIPTION TO THE SERVICE

The Sogecarte Net service is free of charge

ARTICLE 11 – SERVICE SUSPENSION / BREAK

11.1 – Societe Generale reserves the right to suspend or interrupt the Sogecarte Net service for any reason, at any time and without justification, with a one (1) month notice.

The Company might request the Service termination as provided in article 12.4.

11.2 – In the event Societe Generale would decide to suspend or interrupt the Sogecarte Net Consultation service, the Company will automatically receive paper based statements of the cards transactions with the conditions planned in the Corporate Card Contract. In addition, the Principal Administrator will always keep the possibility to contact the branch managing the Corporate Card Contract to get information related to the communication being the purpose of the present contract or to request its changes.

As a result, the Parties agree that the Company shall not refer to any damage claim resulting from a suspension or a break of the service.

ARTICLE 12 – SUBSCRIPTION DURATION – WITHDRAW – TERMINATION

12.1 – The present subscription has been concluded for an unlimited period of time.

12.2 – Societe Generale may, at any time, terminate the subscription to the Sogecarte Net service in the form of an ordinary letter without any justification, with a one (1) month notice.

12.3 – Societe Generale may also terminate at any time without notice the subscription to the Sogecarte Net service in the event of a seriously

reprehensible behaviour or major failure of the Company to its contractual obligations, of non-usage of the service during one year.

12.4 – The company may at any time and without notice requests the termination of its subscription to the Sogecarte Net service in a form of an ordinary letter sent, directly given to its branch or via the signature of the general amendment of the Corporate Card Contract. The access to the service will be closed by Societe Generale within the necessary technical delays.

12.5 – The termination of the Sogecarte Net service will also occur automatically as soon as the Corporate Card Contract, on which is based the subscription, ends for whatever reason.

12.6 – In the event of the service termination, for whatever reason, the Company - recognizes having been informed of the termination of its access to the service and, as a result, undertakes to record the information as long as Societe Generale is providing them,

- undertakes to notify in due time the Administrators of the Sogecarte Net service termination,
- shall automatically receive the paper-based card transactions statements in accordance with the Corporate Card Contract provisions.

ARTICLE 13 – CONTRACT MODIFICATION/SERVICE MODIFICATION

Given especially the extensions and possible improvements of the Service, Societe Generale reserves the possibility to adapt or change at any time the scope of the services provided via the Service, their pricing and the terms of the contract. The new characteristics will be notified to the Company by postal mail or online (via the Sogecarte Net site), one (1) month before they become effective. The Company shall be able to terminate its contract in the event of disagreement without any penalty in accordance with provisions of article 12.4 and shall receive the paper-based card transactions statements in accordance with article

12.6. The usage of the service by the Company, beyond their effective date, will be considered as implicit approval and tacit validation of the new provisions.

ARTICLE 14 – LAW “INFORMATIQUE ET LIBERTÉS”

The nominative information collected in the context of the present contract is mandatory to implement the present contract. It is intended, as information collected later on, to Societe Generale for the purpose of managing the Sogecarte Net contract, the related Corporate Cards as well as their related activity.

By express convention, such information may be disclosed by Societe Generale to its sub-contractors, partners, brokers and insurance as well as to the legal entities of its Group with purposes of management or commercial prospecting, being specified that this communication may, if necessary, imply a data transfer to a foreign country or outside the European Community.

The Company and each Authorised Person may, for legitimate reasons, refuse such processing of information related to them. It also may refuse, at no cost and without any justification, the use of the information for prospecting purposes, especially commercial.

The access rights, of correction and opposition, may be exercised at the branch having signed the Sogecarte Net subscription contract or at the branch managing the Corporate Card Contract.

ARTICLE 15 – NATIONAL APPLICABLE LAW AND COMPETENT COURTS

The present contract shall be governed by French law.

Any dispute relative to the validity, interpretation and/or execution of the present contract shall, provided no mutual agreement occurs between Societe Generale and the Company, be subject to the exclusive competence of the “Cour d’Appel de Paris”.

MANAGEMENT STATEMENT SERVICE TERMS AND CONDITIONS

ARTICLE 1 – PURPOSE OF THE CONTRACT

The present contract defines the provisions of the usage for the CLIENT of the MANAGEMENT STATEMENT service.

This service aims at enabling a Cardholder to gather electronically banking information related to transactions performed using the Corporate Cards attached to this (these) contract(s).

ARTICLE 2 – CONTRACTUAL DOCUMENTS

The contract related to the MANAGEMENT STATEMENT service (hereinafter the “Contract”) is entirely and exclusively represented by:

- The Corporate Card or Environment Corporate Card Contracts(s),
- The present terms and conditions.

The Contract cancels and replaces all provisions that were oral, written and all previous correspondence to the signature of the present Contract regarding the same purpose defined in article 1.

Any modification of these provisions shall only occur via a new contract or amendments, written and signed by both Parties.

It is agreed that contractual documents explain themselves mutually. However, in the event of contradictory or divergent provisions in the contractual documents, the documents shall prevail on each others in the order of their listing or by the more recent date in the event of two equivalent contractual documents.

ARTICLE 3 – INFORMATION TRANSMITTED

The MANAGEMENT STATEMENT service enables the CLIENT to gather, in accordance with the periodicity chosen in the Corporate Card or Environment Corporate Card Contracts(s), the list of expenses performed using the attached Corporate Card(s), for a given period.

- When the chosen periodicity is daily, the files are set available to the CLIENT around 9: 00 pm.
- When the chosen periodicity is bimonthly, the first file is set available to the CLIENT on the date of statement of account and then, every fortnight around 9: 00 pm.
- When the chosen periodicity is monthly, the files are set available to the CLIENT on the date of the statement of account around 9: 00 pm. When the file availability date is a bank holidays, the files are set available to the CLIENT on the last working day before this date. **The data transmitted in the context of the usage of the MANAGEMENT STATEMENT service are provided for information purposes, subject to ongoing transactions and are considered without errors and omissions.**

ARTICLE 4 – MEANS REQUIRED TO SET-UP THE SERVICE

For the CLIENT to be able to use the ELECTRONIC MANAGEMENT STATEMENT service, the CLIENT must have a banking communication system compatible with the Societe Generale server in order to get

information for the computer transfer via one of the Ebics, Swiftnet or SFTP protocols.

The CLIENT is entirely responsible for purchasing, installing and maintaining its data processing system and its link to the telecom network as well as its protection.

ARTICLE 5 – ACCESS TO THE SERVICE

The CLIENT establishes a connection to the Societe Generale server according to the procedure described in the technical brochure of the selected protocol.

ARTICLE 6 – SERVICE BREAK

In the event of a service break, the Parties agree to consult each other in order to implement a substitution procedure.

ARTICLE 7 – RESPONSIBILITY

Societe Generale has in the context of the service an obligation of means. Its liability, limited to direct damages, shall not be taken, unless it is proven it has committed a serious offence.

Societe Generale is not liable if the non-fulfilment of its obligation results from:

- A dysfunction related to the CLIENT’s system,
 - A case of absolute necessity,
 - Are especially considered as cases of absolute necessity, in addition to internal strike, any event out of its control or due to a third party, such as:
 - The default of electrical power supply,
 - Technical, administrative or other constraints, related to the telecommunication lines and networks,
 - Wars, war threat, terrorist acts, sabotage, riots, external strikes, fires, floods.
- Societe Generale shall not liable for the data routing and reception. Claims related to the services linked to the present contract shall be communicated in writing within a one (1) month period starting from the disputed operation, otherwise debarment.

ARTICLE 8 – CONFIDENTIALITY

Societe Generale undertakes to keep the confidentiality of the information related to the CLIENT in accordance with its own procedures. The CLIENT authorises it to communicate to its providers the data necessary to perform the work it subcontracts.

The CLIENT is responsible for the confidentiality of the codes that are provided to him as well as of the data it gets via computer transfer.

ARTICLE 9 – CONTRACT DURATION, TERMINATION

The contract has been concluded for an unlimited period of time. It becomes effective from the signature of the contract, from the implementation of the appropriate technical means as stated in article 4 above.

The CLIENT may request the termination of its contract at any time, via a registered letter with receipt acknowledgement provided it settles the month during which the termination request is formulated. Societe Generale may at any time terminate the present contract via a registered letter with receipt acknowledgement sent to the CLIENT, with a one (1) month notice. Each Party may terminate the present contract without any notice and without damages claim in the event of serious offence of the other Party. The contract is in addition automatically terminated without formalities in the event of termination for any reason of the Corporate Card or Environment Corporate Card Contract.

ARTICLE 10 – MODIFICATIONS OF THE CONTRACT

As evolution of its services may occur, Societe Generale reserves the right to adapt or modify at any time its deliverable, their pricing or the contract provisions. These modifications will be notices to the CLIENT via postal mode with a one (1) month notice before they become effective. The CLIENT may then terminate the contract without any penalty in case of disagreement as stated in article 9. The absence of contract termination before the changes effective date results in the validation of the changes. By exception, Societe Generale reserves the right to immediately make necessary changes so that the Contract complies with the Law and/or regulations. The CLIENT will be able to request at any time the addition or deletion of accounts via amendments to the specific provisions.

ARTICLE 11 – PRICING - INVOICING

The pricing charged by Societe Generale as a compensation of the service availability and usage of the MANAGEMENT STATEMENT service, is detailed in the Corporate Card or Environment Corporate Card Contract(s), in the

document “Conditions et tarifs appliqués aux Entreprises et Associations” available to clients in Societe Generale branches and on the entreprises.societegenerale.fr website. The pricing may be modified at any time by Societe Generale according to provisions defined in article 10. The subscription and usage of the service are charged monthly in arrears. The amount is automatically debited from the Company’s account.

ARTICLE 12 – TELECOMMUNICATION COSTS

The costs charged by Societe Generale (cf. article 11) are independent from telecommunication costs, which are exclusively charged to the CLIENT and directly paid by the CLIENT to the operator of the telecommunication network.

ARTICLE 13 – INCIDENTS RESOLUTION

In the event of a notice of any operating default, each Party undertakes to notify the other Party by any mean, to identify details as soon as possible, to enable the search of the reasons and to actively collaborate with the other Party in order to solve the problem.

The persons authorised to contact Societe Generale in the event of the notice of any default are listed in the Attachment 1.

If the CLIENT encounters difficulties to collect its banking information statements, it may contact the assistance department.

ARTICLE 14 – APPLICABLE LAW, JURISDICTION

The present contract shall be governed by French law. All disputes relative to the interpretation and/or execution of the present contract shall be subject to the “Tribunal de Commerce de Paris”.

“FRAUDULENT USAGE OF THE CARD” GUARANTEE

ARTICLE 1 – SPECIFIC DEFINITIONS

To ensure a proper understanding of the information below, the following terms refer to:

1.1 – Covered entity

The Company or the Holder of the account to which the Card is related.

1.2 – Cardholder

Any person to whom the Covered entity has personally provided one or several Card(s) to pay for his business expenses and who is linked by an employment or qualification contract to the Covered entity, or to one of its subsidiaries, or to one of its sister companies for which the Covered entity received the authorisation to deliver Cards to its Employees or learners.

“Subsidiaries” refer to companies or entities predominantly owned by the Covered entity, “Sister companies” refer to companies or entities predominantly owned by the majority shareholder of the Covered entity.

1.3 – Excess

Amount set in the article L.132-3 of the Monetary and Financial Code and chargeable to the Covered entity after a Claim.

1.4 – Business expenses

Fees undertaken by the Cardholder during a duty performed for the Company.

1.5 – Fraudulent usage

Any payment or cash withdrawal transaction performed by a Third person using one of several of the lost or stolen valid Cards of the Covered entity.

1.6 – Claim

All the fraudulent usages performed after a Card theft or loss and undertook between the theft/loss and the blocking declaration by the Covered entity or the Cardholder to the Card issuer blocking center or to an authorised blocking center. All the fraudulent transactions performed after a same theft/loss constitute a single Claim.

ARTICLE 2 – PURPOSE OF THE GUARANTEE

The present guarantee aims at covering direct financial losses incurred by the Covered entity in the event of payment or cash withdrawal transactions fraudulently performed by a third person using one of several of its lost or stolen valid Cards, if these fraudulent transactions are performed between the theft/loss and the blocking declaration by the Covered entity or the Cardholder to the Card issuer blocking center or to an authorised blocking center.

ARTICLE 3 – TERRITORIALITY

The guarantee is **GLOBALLY ACQUIRED**:

– wherever the Card was lost or stolen,

– wherever the fraudulent transactions were performed.

It should be noted that the insurance payment is always made in France.

ARTICLE 4 – MAXIMUM RESPONSIBILITY OF THE INSURER

For each Card, the guarantee is applied within the limit:

– either of the amount of the excess chargeable to the Cardholder,

– or up to the amounts fraudulently used, in the event of a serious offence from the Cardholder,

and this, in accordance with the current regulation.

For each claim, a set amount of **€50** will be paid in order to compensate expenses that the Cardholder may pay for during the Claim.

The amounts of the due and/or paid payments are deducted from the global guaranteed amount in chronological order of the Claims.

A Claim is allocated to the calendar year during which the Card was theft or lost, or, in case of doubt related to this theft/loss date, to the calendar year during which the Card theft or loss has been noticed.

In any case, the maximum payment will not exceed **€3,000** per calendar year.

ARTICLE 5 – SPECIFIC EXCLUSIONS

In addition to common exclusions, Are also excluded:

– **Any embargo, seizure, capture or destruction, ordered by a government or a public authority,**

– **Any series of fraudulent usage for which the first usage was previous to the effective date of the current contract,**

– **Any indirect loss suffered by the Covered entity or any person or legal entity, such as: profits or interest losses, customers losses, loss of income, sales reduction,**

– **Any fraudulent usage performed after the Card blocking/termination date.**

ARTICLE 6 – OBLIGATIONS OF THE COVERED ENTITY IN CASE OF CLAIM

Subject to forfeiture penalty, except in fortuitous case or in case of absolute necessity, the Covered entity or the Cardholder shall, as soon as it notices the theft or loss of its Cards, or the debit on its accounts statements of transactions fraudulently performed using its theft or lost Cards:

– Immediately request the block to the Card issuer blocking center (or to a blocking center authorised by the issuer),

– Confirm by writing the block to the Card issuer with no delay,

In the event of a Card theft: lodge a complaint for theft as soon as possible to the relevant police authorities,

– In the event of a loss or notice on the accounts statements of the debit of transactions fraudulently performed using its Cards: lodge a complaint as soon as possible for fraudulent usage to the relevant police authorities,

– Perform as soon as possible a claim declaration.

ARTICLE 7 – RECOVERY

In the event of recovery of all or part of the direct financial losses, the Covered entity shall immediately inform the Insurer.

– If the recovery occurs before the payment, the insurer only undertakes to settle:

– a payment related to the non-recovered financial losses,

– and a payment related to the expenses paid by the Covered entity (or for it), as agreed with the Insurer, for the recovery.

And this, in the limit of the amount of the direct financial losses suffered by the Covered entity and of the maximum amount of €3,000 per calendar year.

– If the recovery occurs after the payment, any recovery amount (the expenses paid to recover the funds being deducted) is allocated:

– first to the Covered entity, up to the financial losses exceeding the Insurer payment,
– and then to the Insurer up to the payment settled.

“MISUSE OF THE CARD” GUARANTEE

ARTICLE 1 – SPECIFIC DEFINITIONS

To ensure a proper understanding of the information below, the following terms refer to:

1.1 – Insurance year

Period of 365 moving days starting from the first fact that generated the settlement of a payment.

1.2 – Covered entity

The Company is jointly liable with its Employee, holding the Card.

The Covered entity refers to the Company (person or legal entity), excluding the Cardholder, contractually linked to the issuing Bank for the Card issuance and usage only in the purpose of a business activity.

The Company is not jointly liable with its Employee, holding the Card.

The Covered entity refers to the issuing Bank contractually linked to the Company (person or legal entity), excluding the Cardholder, for the Card issuance and usage only in the purpose of a business activity.

1.3 – Cardholder

Any person to whom the Covered entity has personally provided one or several Card(s) to pay for his business expenses and who is linked by an employment or qualification contract to the Covered entity, or to one of its subsidiaries, or to one of its sister companies for which the Covered entity received the authorisation to deliver Cards to its Employees or learners.

“Subsidiaries” refer to companies or entities predominantly owned by the Covered entity,

“Sister companies” refer to companies or entities predominantly owned by the majority shareholder of the Covered entity.

1.4 – Business expenses

Fees undertaken by the Cardholder during a duty performed for the Company.

1.5 – Misuse

Performance by the Cardholder of cash withdrawals and/or payments that are not considered as usually authorized in a business activity context, and for which the Covered entity is liable, in case the Cardholder cannot settle them while being liable for.

1.6 – Claim

All the misuses of a Card.

ARTICLE 2 – PURPOSE OF THE GUARANTEE

The present guarantee aims at covering direct financial losses incurred by the Covered entity in the event of a Card misuse.

– During the 90 days before:

- The first notice by the issuing Bank that the account balance did not enable to settle the transactions performed using the Card.

Or

- The date of the breach of the employment contract linking the Cardholder and the Company, provided that the Cardholder shall return the Card to the Covered entity no later than the date of the breach of the employment contract.

– Within a 30 day period after the Card block request by the Covered entity, for transactions that do not require any authorisation from the Bank.

ARTICLE 3 – TERRITORIALITY

The guarantee is **globally acquired**.

ARTICLE 4 – MAXIMUM RESPONSIBILITY OF THE INSURER

– The guarantee is applied within a limit of €38,500 per insurance year and per Cardholder, and of € 915,000 per insurance year and per Covered Company.

– A set amount of €80 will be paid for each Claim.

– The amounts of the due and/or paid payments per calendar year are deducted from the global guaranteed amount in chronological order of the Claims.

– A Claim is allocated to the calendar year during which the first misuse of the Card occurs or, in case of doubt related to this date, to the calendar year during which the misuse has been noticed.

– It shall be noted that a payment is always settled in France.

ARTICLE 5 – SPECIFIC EXCLUSIONS

In addition to common exclusions, Are also excluded:

- **Deliberate or fraudulent offence performed by the Covered entity,**
- **The misuses performed after the date when the Covered entity requested the block of the Executive Corporate Card, excluding transactions performed in a 30 days period from this date and that did not require any authorisation from the Executive Corporate Card issuing Bank,**

- **Cardholders in trial period and/or who are less than 18 years old,**
- **Overdraft charges, interests losses.**

ARTICLE 6 – OBLIGATIONS OF THE COVERED ENTITY IN CASE OF CLAIM

In the event of a breach of the employment contract (the Company being or not jointly liable with its Employee holding the Card):

- Within a minimum time frame of 10 days before the date of the breach of the employment contract linking the Company to its Employee holding the Card, the Company shall inform the Card issuing Bank.
- In the event the Card is returned, the issuing Bank then immediately terminates the Card contract, or no later than the date of the employment contract breach.
- In the event the Card is not returned, the next day after the date of the employment contract breach, the issuing Bank blocks the Card, informs the Cardholder and notifies to him that there would be penalties as specified by law for any misuse of the Card.

– The balance of the Cardholder's account does not enable the settlement of card transactions:

- The Company is jointly liable with its Employee, holding the Card: The issuing Bank immediately informs the Company and finds with it a way to solve the financial situation of the Cardholder. The issuing Bank immediately informs the Cardholder he gets a 30 day period to regularize its account balance. After this 30 day period, in the event the balance of the Cardholder's account still does not enable the settlement of card transactions, the issuing Bank blocks the Card, informs the Cardholder and notifies to him that there would be penalties as specified by law for any misuse of the Card.
- The Company is not jointly liable with its Employee, holding the Card: The issuing Bank immediately informs the Cardholder he gets a 30 day period to regularize its account balance. After this 30 day period, in the event the balance of the Cardholder's account still does not enable the settlement of card transactions, the issuing Bank blocks the Card, informs the Cardholder and notifies to him that there would be penalties as specified by law for any misuse of the Card.

ARTICLE 7 – CLAIM DECLARATION

The Covered entity shall declare all the claims, for which it may request payments for in the context of the present contract, in a 20 day period after the date they took place.

The following documents shall be provided:

– By the Company, in the event it is jointly liable with its Employee holding the Card:

- Copy of the letter specifying the date of the employment contract breach, copy of the letter requesting the Card return and/or copy of the Card blocking request to the issuing Bank.
- A sworn statement indicating the non-business character of the transactions, for each Card transaction subject to a payment request from the Company.
- A sworn statement indicating that no reimbursement method has been set up with the Cardholder.

– By the Card issuing Bank (the Company being or not jointly liable with the Cardholder):

- A copy or a certificate of the date when the first charge back took place for transactions sent to the issuing Bank,
- A copy of the several letters exchanged with the Company and/or the Cardholder,
- A certificate of the Card blocking date,
- A copy of the accounts or Cards statements indicating the non-business character of the transactions,
- A sworn statement indicating that no reimbursement method has been set up with the Cardholder and/or the Company.

Any claim shall be sent by the Covered Entity to:

– **By postal mail:**

MasterCard assurances
CS 20530
13593 Aix en Provence CEDEX 3 - France

– **By phone:**

- Assistance: 33(0)1 55 92 18 16
- Insurance: 33 (0)4 26 29 41 60

– **By e-mail:**

assurances-mastercard@cw-corporate.com

– **Certificate:**

<http://certificate.axa-assistance.com/mastercard>