

# VISA ENVIRONMENT CORPORATE CARD CONTRACT TERMS AND CONDITIONS

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# CORPORATE CARD CONTRACT OR ENVIRONMENT CORPORATE CARD TERMS AND CONDITIONS

## ARTICLE 1 – PURPOSE OF THE CARD

The Corporate Card or Environment Corporate Card (hereafter referred to as “the Card”) is a Visa Corporate Card or Visa Gold Corporate Card, delivered to the Company’s Employees (hereafter referred to as the “Employee”) enabling them, in accordance with the Corporate Card Individual Request terms and Conditions and with the Corporate Card Operations Terms and Conditions:

- to settle the purchase of goods or services
  - to withdraw cash
  - to perform money transfers
  - to load or reload a Moneo Electronic Purse
- The Card shall be used only for business purposes and the Cardholder shall refrain itself from using it for personal expenses.

## ARTICLE 2 – 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.

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

The issued or renewed 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.

## ARTICLE 3 – MONTHLY PAYMENT LIMIT

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.

## ARTICLE 4 – CASH WITHDRAWALS

As expressly requested by the Company, cash withdrawals are authorised from Automated Teller Machines or from branches of institutions duly authorized, within the limits set and indicated in each Corporate Card Individual Request or in any other document approved by the Parties.

## ARTICLE 5 – TRANSACTIONS DOMICILIATION

**5.1** – 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.

**5.2** – Transactions are however always debited from the Company’s account in case of one of the following events:- If the “Selective Debit” service has been subscribed, for transactions performed at the economic stakeholder category(ies) indicated by the Company in the Selective Debit Service Operations Terms and Conditions and identified by the related “Merchant Category Code”. The Company may choose not to benefit any more of the “Selective Debit” service on all or part of its Cards. In this case, transactions initiated with those Cards, after the Company has informed Societe Generale of its decision, will be debited from the Cardholder’s account, the Company being responsible for informing the Cardholder according to the provisions indicated in the article 13 below. The applicable operation status of the Card (especially for the transactions domiciliation and the card statements shipment) will then be the one defined for the Card operations on the Cardholder’s account as indicated in the related Corporate Card Individual Request.- Refusal of a 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 direct debit notice for the total amount; and/or- Termination of a Corporate Card contract or of an Environment Corporate Card contract 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 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 Corporate Card Individual Request.

**6.3** – Transactions that shall be debited from the Company’s account are debited monthly after the date of statement of account chosen by the Company in the related Corporate 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 may ask the Card block under the same conditions as the Cardholder.

## 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. From its delivery, the Company is jointly liable with the Cardholder for the Card storage and usage according to the Corporate Card Contract 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.

**8.2** – The Company gets insurances signed for it by Societe Generale according to the information documents of the insurance contracts that are attached to the Corporate Card Contract or the Corporate Environment Card Contract. 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 performed by a third party before the Card block.

## ARTICLE 9 – 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 Gestion) 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 indicated in the present contract. This fee shall be paid in advance and will remain totally Societe Generale’s property, even if the Card is captured or the contract 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 on permanent medium during the signature of the Company’s account agreement or in any other document agreed by the Parties. This document is regularly updated to indicated pricing modification and available to customers in Societe Generale branches and on the Web Site [www.entreprises.societegenerale.fr](http://www.entreprises.societegenerale.fr)

### 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.

(1) The average monthly rate is periodically updated and available to customers in branches and on the website: [www.entreprises.societegenerale.fr](http://www.entreprises.societegenerale.fr)

## ARTICLE 11 – CONTRACT DURATION

The present contract has been concluded for an unlimited period of time. Each Party may, at any time and without any specific reason, terminate the Individual Request via a registered letter with receipt acknowledgement sent to the other Parties with a one (1) month notice.

The termination notification of this contract implies the obligation to return all the delivered Cards and to settle all amounts owed in the context of the present contract.

## ARTICLE 12 – MODIFICATIONS OF THE CONTRACT PROVISIONS

Societe Generale reserves the right to provide changes, especially financial ones that will be notified in writing to the Cardholder and/or the Company with a one (1) month notice.

In case of disagreement, the Company may terminate at no cost the Individual Request in accordance with the provisions indicated in the article 11 above. 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 Individual Request complies with the Law and/or regulations. These changes will become effective at the date they are notified to the Company.

## ARTICLE 13 – MODIFICATIONS OF THE CARD OPERATIONS 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 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 Corporate Card Operations Terms and Conditions.

## ARTICLE 14 – 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 15 – CONFIDENTIALITY

Societe Generale undertakes to ensure the confidentiality of information and transactions that are entrusted to it by the client. The client however authorises Societe Generale to communicate, under its responsibility, to third party companies the data necessary to perform tasks they manage themselves or they subcontract. The client also authorises Societe Generale to name it, as a user of the present service, to its clients or prospects.

# SOGECARTE NET SERVICE TERMS AND CONDITIONS

## ARTICLE 1 – DEFINITIONS

**Principal Administrator:** Company's employee responsible, within the Company, for managing the present subscription. It may be the signatory of the Corporate Card Contract or Environment Corporate Card Contract or a different person. As an employee of the Company, it has been 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 (refer to article 4 hereafter "Access to the service – Accreditations").

**Employee (or "the Holder"):** employee of the Company and as such holder of a Corporate Card.

**Corporate Card:** the Corporate Card or the Environment Corporate Card is a Visa Corporate Card, Visa Gold Corporate Card delivered to Employees of the Company.

**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.

**Service or Sogecarte Net Service:** 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...)

(2) Operations subject to proportional pricing or to fees/commissions collection are listed in the French document "Conditions appliquées aux Entreprises et Associations". This document, given while opening the account, is periodically updated and available to customers in branches and on the website: [www.entreprises.societegenerale.fr](http://www.entreprises.societegenerale.fr)

## ARTICLE 3 – ACCESS TO THE SERVICE – TECHNICAL MEANS

The access to the Service is performed by using an Internet browser ("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).  
**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 as well as Netscape 5 and further versions...).**

## ARTICLE 4 – ACCESS TO THE SERVICE – AUTHORISATIONS

- The Company appoints in the Corporate Card Contract or in its subscription to the Sogecarte Net service a Principal Administrator, 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 (« the Personal Codes ») including:

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 if any; 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 Administrators and the Employees 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 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. An intervention from the Principal or Delegate Administrator is then necessary to enable the Authorised Person to access again to the Service:

When the access to the Service is so blocked:

- the Employees contact the Principal or Delegate Administrator in order to ask for the unblocking of their access to the Service by a reset of their secret code;
- the Delegate Administrators contact the Principal Administrator in order to ask for the unblocking of their access to the Service by a reset of their secret code;
- the Principal Administrator contacts Societe Generale Corporate Cards Service called in French “Societe Generale Service Gamme Cartes Entreprises” by mail to the following address [service.entreprise@socgen.com](mailto:service.entreprise@socgen.com), or by fax at 01.42 14 58 55, in order to ask for the unblocking of its access to the Service by a reset of its secret code.

In the event of a loss, dishonest compromise suspicion of the secret code, the Principal Administrator immediately informs Societe Generale Corporate Cards Service by mail to the following address [service.entreprise@socgen.com](mailto:service.entreprise@socgen.com), or by fax at 01.42 14 58 55.

A reset of the secret code may be requested:

- By Employees, to the Principal or Delegate Administrator;
- By the Delegate Administrator to the Principal Administrator; and/or
- By the Principal Administrator, to the dedicated Societe Generale Corporate Cards service by mail to the following address [service.entreprise@socgen.com](mailto:service.entreprise@socgen.com), or by fax at 01.42 14 58 55.

**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.

**5.3** – 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 5:00 pm) by mail to the following address [entreprise@socgen.com](mailto:entreprise@socgen.com) or by fax at 01.42 14 58 55, the fax or mail receipt being the only evidence.

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

**5.4** – Electronic signature

Societe Generale and the Company agree that the successive entry of its user code and of its secret code 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 (request to modify the bank account ID Statement...) as they allow, if necessary, the allocation of operations to the Company or to its representative 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 Gestion Service may relate, according to the Company's choice, to one or several Corporate Card Contracts identified by their Branch Customer Number as the Customer will have indicated it (them) 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 Consultation and Sogecarte Net Gestion 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 Consultation and Sogecarte Net Gestion websites as well as any element needed to receive information will be done under the sole responsibility of the Company and of the Authorised Persons. 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**

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.

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**

**9.1** – 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 represent for Societe Generale:

- the proof of the said instructions and the justification of the changes made on the related card and/or
- the proof of the conclusion and of the content and methods of instructions given online using Sogecarte Net.

**9.2** – Societe Generale shall have the obligation to store the records or reproductions of the cardholder's transactions statement during a three (3) months period from the recording date in the Societe Generale information system as well as for the current month.

In addition, Societe Generale shall have the obligation to keep the records or reproductions of the transactions statement 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.

**9.3** – The Internet user, whatever profile it has (administrator or holder) is responsible for all the consequences resulting from a transmission or operation error performed by itself.

## **ARTICLE 10 – PRICING OF THE SUBSCRIPTION TO THE SERVICE**

The Sogecarte Net service is free of charge.

## **ARTICLE 11 – SERVICE SUSPENSION / BREAK**

Societe Generale reserves the right to suspend or interrupt the Sogecarte Net Gestion or Consultation service for any reason, at any time and without justification.

In the case:

- Societe Generale would decide to suspend or interrupt the Sogecarte Net Consultation service; and

- the Company has subscribed a Corporate Card Contract without selecting the option to receive paper based statements of the cards transactions; The Company will automatically subscribe to the option enabling to receive paper based statements of the cards transactions with the conditions planned in the Corporate Card Contract and in the related Individual Corporate Card request.

The Cardholder as 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.

Societe Generale shall therefore not be liable for consequences of an interruption 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 Gestion or Consultation 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 Gestion or Consultation service in the event of a seriously reprehensible behavior or major failure of the Company to its contractual obligations, of closure of the Company's current account (for whatever reason), 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 Consultation and/or Gestion 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. In the case the Company:

- would decide to terminate its subscription to the Sogecarte Net Consultation service;

and

- has subscribed to a Corporate Card Contract without having selected the option to receive the paper based statements of the Card transactions;

The Company will automatically subscribe to the option enabling to receive paper based statements of the cards transactions with the conditions planned in the Corporate Card Contract and in the related Individual Corporate Card request.

**12.5** – The termination of the Sogecarte Net Gestion or Consultation 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 any case, the Company is responsible for notifying in due time the termination of the Sogecarte Net Gestion or Consultation service to the Authorised Persons.

**12.7** – In the event the present contract would be subscribed as a result of a doorstep selling governed by articles L 341.1 and s. of the "Code Monétaire et Financier" (Monetary and Financial Code), the Company will benefit, in accordance with provisions of these articles, from a right to withdraw that may be exercised during a fourteen (14) days period from the contract conclusion, in accordance with provisions set by decree or, in absence of this text, in the form of an ordinary written by any means to its branch. The customer shall keep the proof of the remittance of the said written.

## 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

# SERVICE E-CARTE BLEUE – TERMS AND CONDITIONS

The present amendment aims at setting the provisions of the operating and the usage of the e-Carte Bleue service proposed by Societe Generale, specific or overriding the ones set in the Corporate Cards Operating Terms and Conditions which apply to this Service for every other point.

## ARTICLE 1 – PURPOSE OF THE E-CARTE BLEUE SERVICE

The e-Carte Bleue service from Societe Generale (hereafter referred to as the "Service") enables the holder (hereafter referred to as the "Holder") of a Visa Corporate Visa Card, Visa Gold Corporate Card, payment card of the VISA range from Societe Generale (hereafter referred to as the "Card"), delivered at the request of a company (hereafter referred to as the "Company"), to pay for remote purchases (Internet, fax, e-mail, mail, telephone... etc.) without disclosing the data present on its card by using an "e-number" (hereafter referred to as the "Number" or the "Numbers") that it gets for each transaction via the e-Carte Bleue interface.

## ARTICLE 2 – CONTEXT OF THE SERVICE USAGE

The Numbers are exclusively intended to payment of remote purchases of goods or services, from retailers or service providers, French or in foreign countries, participating to the "CB" payment system and displaying the "CB" logo and/or those displaying the logos "V PAY" and/or "VISA" (hereafter referred to as the "Merchants" or the "Merchant").

The Numbers cannot be used on some merchant websites which request to physically present the Card at the delivery or the issuing of the purchased good or service.

Transactions paid using a Number are debited from the same account than those paid using the Holder Card to which the service is attached. They are listed on the same transactions statement sent to the Holder or to the Company. The amount of these transactions debits the limits agreed to by the Holder, or the Company and Societe Generale related to expenses and withdrawals performed using the said Card.

The list of transactions proposed by the e-Carte Bleue interface is communicated for information purposes. Sole the statement makes evidence.

## ARTICLE 3 – ACCESS TERMS TO THE SERVICE

To be able using the Service, the Holder shall have an Internet access and a browser. The Holder is responsible for selecting the access service provider. In addition, the Holder is responsible for the smooth running of its data

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 absence of termination and if it continues using the service upon the expiration of the time period above-mentioned, the Company is considered to have accepted the new characteristics.

The present terms and conditions may also be viewed on the Sogecarte Net website. Their changes will be notified by a webmail on the Sogecarte Net website. The usage of the service by the Company, beyond their effective date, will be considered as implicit approval and tacit validation of the new terms and conditions.

## 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".

processing equipment. To use smoothly the Service and be able to access the e-Carte Bleue interface, the Holder shall:

- either install on its personal computer the "service e-Carte Bleue" software, downloadable from the Societe Generale Corporate website (called in French "site Internet des Entreprises de Societe Generale"),

or

- connect itself to the Internet address indicated in the postal mail sent to the Holder at the time of its enrollment.

## ARTICLE 4 – IDENTIFIER AND PASSCODE

Following the subscription to the Service, Societe Generale allocates to the Holder, and will sent to it, using two separate postal mails, an identifier (hereafter referred to as the "Identifier") and a passcode (hereafter referred to as the "Passcode") specific which will enable it to use the Service.

As soon as it receives its Passcode, the Holder shall absolutely change it on the e-Carte Bleue interface, and then change it again regularly in order to limit the risk of fraud.

In case it forgets the Identifier and/or the Passcode or following the entry of three (3) wrong Identifiers and/or Passcodes, the Holder shall request their reset to Societe Generale by mail sent to e-cartebleue@socgen.com. A new Identifier and a new Passcode will be sent to the Holder, using two separate postal mails. This service will be charged to the Holder in accordance with the pricing indicated in the French document "Conditions et tarifs appliqués aux Entreprises et aux Associations<sup>(1)</sup>".

(1) Operations subject to proportional pricing or to fees/commissions collection are listed in the French document "Conditions appliquées aux Entreprises et Associations". This document, given while opening the account, is periodically updated and available to customers in branches and on the website: [www.entreprises.societegenerale.fr](http://www.entreprises.societegenerale.fr)

## ARTICLE 5 – NUMBER DELIVERY, VALIDITY PERIOD AND USAGE

The Service enables the Holder to benefit from a specific usage method of the remote payment feature of the Card to which it is attached. The Holder gives it consent to perform a Card payment transaction by communicating to the Merchant and then validating the Number.

The payment order given in such a way is irrevocable.

A Number is provided in a secure manner by Societe Generale to the Holder, for each planned transaction.

The Holder undertakes to use the Number solely for remote purchases of goods or services from Merchants accepting the Card.

The Holder shall request a Number only when performing a transaction. During a Number generation request, the Holder shall:

- settle a transaction whose amount is debited in one time, indicate the amount of the transaction,
- settle a transaction whose amount is debited in several times (for instance, payment in several times for a good or the enrollment to a subscription), indicate an amount and a maximum duration.

Societe Generale authorizes the Merchant to apply a 20% margin to this amount, in order to manage exchange rates fluctuations, if any, shipment fees, or any other cost that may be set and charged by the Merchant in its hands. The duration may not exceed twenty-four (24) months. Once they have been set, the amount and the maximum duration of the Number will be able to be changed any more.

The Numbers used for a transaction whose amount is debited in several times before a Card blocking request, within the maximum amount abovementioned and for which the validity duration has not expired remain valid and are automatically attached to the new Card issued to replace the blocked Card. Once communicated to the Merchant to perform a transaction, the Number cannot be used again to perform another transaction, even with the same Merchant.

The maximum number of Numbers held by the Holder and not used may never exceed 20. If the Holder of the card generates 20 Numbers without using them, the allocation of new Numbers is impossible: sole the usage of these Numbers or the expiration of their validity date will enable the allocation of new Numbers.

## ARTICLE 6 – REPORTING OBLIGATION

The Holder shall notify to Societe Generale without delay:

- the fraudulent usage of a Number,
- the disclosure to a third party of the Number or of the Identifier or of the Passcode.

In those cases, the Holder may request the suspension of the Service until it decides differently and/or the removal of the unused Numbers at the date of the notification.

The notification shall be made;

- at any Societe Generale branch during its opening hours;
- at any time, by phone to the Societe Generale Blocking Center by calling at +33 (0)9 69 39 77 77 (no surcharge for call from continental France) or by mail sent to: e-cartebleue@socgen.com

Any notification by phone or by mail shall be confirmed in writing without delay to the branch managing the account to which the Card is attached.

As this procedure is an emergency procedure implemented for the Holder's benefit, Societe Generale shall not be liable for the consequences of a blocking request that would not originate from the Cardholder and/or holder of the account to which the Card is attached.

## ARTICLE 7 – RESPONSIBILITY

### 7.1 – Of the Cardholder.

The Cardholder is responsible for the right configuration of its personal computer for a smooth usage of the Service.

The Identifier, the Passcode and the Numbers are strictly personal to the Holder. From their reception, the Holder is fully responsible for their usage and confidentiality, as well as for consequences of their disclosure, even unintentional, to anyone. As a result, the Holder undertakes to take all necessary measures to ensure the security and the confidentiality of the Identifier, the Passcode and the Numbers. It shall therefore, in its own interest, keep them absolutely secret and it undertakes not to disclose them to anyone and in any manner, except to the Merchant at which it performs a purchase.

The Holder shall especially not write the Identifier, the Passcode not the Numbers on any document. It shall ensure using them away from inquisitive looks.

### 7.2 – Of the Company

The Company is jointly responsible for financial consequences resulting from the Holder responsibility related to the keeping and usage of the Identifier, the Passcode and the Numbers until Societe Generale closes the access of the Holder to the Service, and this in accordance with the same provisions and proportions it might be responsible for because of the usage of the Card Holder itself.

## ARTICLE 8 – FRAUDULENT USAGE

The provisions of the Corporate Cards Operating Terms and Conditions that apply to fraudulent usage or to the misuse of the data related to the Card usage, apply in case of fraudulent usage of a Number.

## ARTICLE 9 – FRAUD SUSPICION

In case of suspicion of fraud in the usage of a Number requested by the Holder, Societe Generale reserves the possibility to perform verifications with it. In case of proved anomaly, Societe Generale shall then request it sends a letter disputing the transaction, even if the latter had not been debited from its account.

## ARTICLE 10 – VALIDITY PERIOD/TERMINATION

The Service duration is the same as the one of the Corporate Card Contract or the Environment Corporate Card Contract to which it is attached. The Service remains activated if the card is renewed or reissued (for instance after a blocking) or in case of replacement of the Card to which the Service is attached by another card. It is then automatically attached to the new card. Any capture or non-renewal of the Card automatically implies the termination of the Service.

The Cardholder or the Company may at any time terminate the subscription to the Service by means of a written directly given or sent to the branch or an email sent to e-cartebleue@socgen.com The termination becomes effective within 48 hours from the reception of the written or mail. Societe Generale may also terminate the subscription to the Service. The termination by Societe Generale becomes effective two (2) months after the date it sent its notification to the Holder.

## ARTICLE 11 – FINANCIAL CONDITIONS

Financial conditions of the e-Carte Bleue Societe Generale service are set and notified in the French document "Conditions et tarifs appliquées aux Entreprises et aux Associations(1)" distributed by Societe Generale, or in any document validated by the Cardholder and/or account holder to which the Card is attached.

## ARTICLE 12 – MODIFICATIONS OF THE CONTRACT PROVISIONS

Changes are governed by the Corporate Cards Terms and Conditions. The Holder and/or the Company may at, any time, get the last version of the present provisions applicable to the e-Carte Bleue service by contacting Societe Generale.

(1) Operations subject to proportional pricing or to fees/commissions collection are listed in the French document "Conditions appliquées aux opérations bancaires – Entreprises et Associations". This document, given while opening the account, is periodically updated and available to customers in branches and on the website: [www.entreprises.societegenerale.fr](http://www.entreprises.societegenerale.fr)

# 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, a reporting service for transactions performed using the Societe Generale Corporate Cards.

This reporting service aims at enabling a company holding one or several Corporate Card or Environment Corporate Card Contract(s) to gather electronically banking information related to transactions performed using the Corporate Cards attached to this (these) contract(s) (hereafter referred to "Corporate Card Contract(s)").

## ARTICLE 2 – CONTRACTUAL DOCUMENTS

The contract related to the Management Statement Service (hereafter referred to the "Contract" is entirely and exclusively represented by:

- the Corporate Card Contract(s) or related Environment Corporate Card Contract(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 related Corporate Card Contract(s) or Environment Corporate Card Contract(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 bi-monthly, 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.**



## 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

Computer transfer – Etebac 3

The CLIENT establishes a connection to the Societe Generale server according to the procedure described in the document "ETEBAC3 – Technical brochure" and identifies itself via an access code called subscriber number and through a passcode, both already transmitted by its Societe Generale branch.

The client may request to change its password at any time. It is recommended to change it during the first connection and at least once a year. The client is fully responsible for the usage and the storage of these codes and, if any, of the results of the disclosure, even involuntary, to anyone or of the communication to a chosen person.

## 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 be 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.

# COVER FOR FRAUDULENT AND IMPROPER USE VISA GOLD CORPORATE AND VISA CORPORATE CARDS

Policy No. 3805063804/11/12 and 3805083604/2/3 taken out by SAS CARTE BLEUE, with its registered office at 21 boulevard de la Madeleine 75038 Paris Cedex 01, a Simplified Joint-Stock Company under French law (Société par Actions Simplifiée) with share capital of €2,278,767, entered on the Paris Trade and Companies Register under B 441222197, with the Insurer AXA FRANCE IARD, with its registered office at 26, rue Drouot 75009 Paris, a Public Limited Company under French law (SA), regulated by the French Insurance Code (Code des Assurances), with share capital of €214,799,030, entered on the Paris Trade and Companies Register under No. 722057460. These policies are signed by the intermediary of the Société de Prévoyance Bancaire, SA, a Public limited company under French law with a Management and Supervisory Board, with share capital of €251700, regulated by the French Insurance Code, 305 109 779 on the Le HAVRE Trade and Companies Register, and presented by Societe Generale, in its capacity as Insurance Broker. Financial cover and Professional Liability Insurance in compliance with articles L. 530.1 and L. 530.2 of the French Insurance Code.

Policy No. 5073416204/11 - 5073416204/12 - 5073429604/2 - 5073429604/3 taken out by VISA EUROPE LIMITED, a company under English law, with its registered office at Sheldon Square, London W2 6TT, United Kingdom, registered under number 5139966, acting through its French subsidiary at 21 boulevard de la Madeleine, 75001 Paris, entered on the Paris Trade

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

MODIFICATION

As evolution of its services may occur, Societe Generale reserves the right to adapt or modify at any time its deliverables, 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 10. 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.

## 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 invoicing account indicated in the Corporate Card Contract(s) or related Environment Corporate Card Contract(s).

## 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".

and Companies Register under No. 509 930 699, with AXA FRANCE IARD, 313 Terrasses de l'Arche 92727 Nanterre, SA, regulated by the French Insurance Code, with a capital of €214,799,030, entered on the Nanterre Trade and Companies Register under No. 722 057 460.

## PREAMBLE

This policy does not cover:

– Tangible and intangible damage, fees and expenses arising directly or indirectly from the failure of data processing equipment, of electronic chips, of integrated data circuits or of any other equivalent data device or any software, as well as the failure of any computer;

(i) to correctly recognise a date as being the actual date of the current calendar year;

(ii) to record, save, reproduce or correctly handle, read or use any data or information, or correctly execute a command or instruction, following the erroneous processing of a date that does not correspond to the actual date of the current calendar year;

(iii) to record, save, or reproduce information, following completion of a programmed command in a piece of software, which results in a loss of data or inability to record, save, reproduce or correctly use said data at any time, whether this occurs before or after the year 2000.

– Tangible and non-tangible damage, fees or expenses directly or indirectly resulting from any transformation or modification concerning the change of date to the year 2000 or any other date-changing calculation, including those in leap years.

## ARTICLE 1 – DEFINITIONS

### 1 - Policy year

a rolling 365-day period counting from the first event triggering payment of compensation.

### 2 - Insured

**2.1** – For the Fraudulent Use cover, the *Insured* means the holder of the account to which the *Insured Card* is linked and from which the fraudulent transactions are made.

**2.2** – For the Improper Use cover, according to the applicable underwriting terms and conditions for the *Visa Corporate Card Range* policy between Societe Generale and the Company, *Insured* means, as part of a policy with joint liability, the Company, a physical person or entity, excluding any policyholder contractually linked with the Issuing Bank of the *Insured Card* for the delivery and use of the *Insured Card* by its employees, solely as part of professional activity.

**3 - Insured Card:** the card from the *Visa Corporate Card Range* issued by Societe Generale including:

**3.1** – The Visa Corporate Card.

**3.2** – The Visa Gold Corporate Card, both referred to hereafter as a card from the Visa Corporate Card range.

The cards work with:

- the account of the entity to which the holder of the *Insured Card* is linked through an employment contract;
- the account of a physical person, who is not the holder of the *Insured Card*, to whom the holder of the *Insured Card* is linked through an employment contract;
- the business account of a physical person who is also the holder of the *Insured Card*;
- the personal account of the cardholder at the bank issuing the *Insured Card*;
- the personal account of the cardholder at a bank other than Societe Generale.

### 4 - Financial Losses

**4.1** – For the Fraudulent Use cover, payment transactions and/or cash withdrawals made fraudulently by a *Third Party*.

**4.2** – For the Improper Use cover, payment transactions and/or cash withdrawals considered to be *Improper Use*.

**5 - Loss:** occurrence of an event that entails the application of the coverage under this insurance contract. The date of the *Loss* means the date on which the harmful event occurs, i.e. that which constitutes the damage-causing event.

### 6 - Third Party

**6.1** – For the Fraudulent Use cover, any person other than the spouse or cohabitee, ascendants or descendants of the *Insured*, or the legal representative and agents of the *Insured*.

**6.2** – For the Improper Use cover, any person other than the spouse, cohabitee, ascendants and descendants of the *Insured* or of the holder of the *Insured Card*.

**7 - Fraudulent Use:** withdrawal and/or payment transactions made by a *Third Party* other than the *Insured* following the loss or theft of the *Insured Card* before cancellation.

**8 - Improper Use:** cash withdrawal and/or payment transactions made by the holder of the *Insured Card*, which are not recognised by the Company, whether or not it is the *Insured*, as transactions that its employees are authorised to make as part of their professional activities.

## FRAUDULENT USE COVERAGE

### ARTICLE 2 – NOTIFYING THE INSUREDS

Societe Generale undertakes to send the holder of the *Insured Card* this Information Sheet defining this coverage and the terms for its entry into effect, as well as the formalities to be completed in the event of a *Loss*. Societe Generale has appointed Visa Europe Limited to take out and sign an insurance policy, to which this Information Sheet refers, for the benefit of the holders of the *Insured Card*, pursuant to Article L. 112-1 of the French Insurance Code. Societe Generale is responsible for proving that this Information Sheet has been submitted to the holder of the *Insured Card* along with information concerning modifications to the policy. In the event the conditions are modified, or in the event of termination hereof, Societe Generale shall notify the holder of the *Insured Card*, by any means available, under the conditions set out in the general terms and conditions of the *Insured Card* policy taken out with Societe Generale.

When an *Insured* wishes to obtain details of the terms and conditions for applying the coverage, it may contact the VISA CORPORATE CARD Service, Fraudulent Card Use, Website: [www.visa.fr](http://www.visa.fr) (assistance page), Telephone: +33 (0)1 42 14 55 55 (24/7).

## ARTICLE 3 – PURPOSE OF THE COVER

The purpose of this cover is to reimburse the *Insured* for *Financial Losses* following fraudulent use by a *Third Party* of the *Insured Card*, between the time of loss or theft and the Bank sending the letter confirming receipt of the cancellation request under the conditions set out in the *Insured Card* policy taken out by the *Insured* with its Bank.

## ARTICLE 4 – COVERAGE AMOUNT

The *Insurer* undertakes to indemnify, within the limits of the *Statutory Ceiling* in force at the time of the *Loss*, the *Financial Losses* suffered by the *Insured* for fraudulent transactions carried out before cancellation of the card and for which it is liable under the *Insured Card* policy taken out with the Bank. However, if the bank proves that these losses arose from fraudulent actions on the part of the cardholder, or if the holder's obligations under articles L. 133-16 et L. 133-17 of the French Monetary and Financial Code were not met, whether intentionally or through gross negligence, our compensation is limited to **€7,700 per Insured and per Policy Year**. Under the terms of this ceiling, cover for cash withdrawals is limited to the ceilings agreed with the issuer of the *Insured Card* for the period in question, without exceeding the maximum amount of **€3,100 per 7-day rolling period**.

## ARTICLE 5 – EXCLUSIONS APPLICABLE TO THIS COVERAGE

- **Wilful or deliberate misconduct by the Insured.**
- **Fraudulent Use after the cancellation date of the Insured Card.**
- **Any Fraudulent Use occurring after the 10<sup>th</sup> day of the first Fraudulent Use and/or initial discovery of Fraudulent Use by the Insured, in the absence of a request for cancellation, except in the case of unforeseen circumstances or force majeure.**
- **Any bank fees arising from Fraudulent Use.**

## ARTICLE 6 – HOW TO MAKE A CLAIM UNDER THE POLICY

**6.1** – Deadline for settling claims for *Losses*.

The *Insured* must submit any claims for *Loss* covered by the policy within 15 days following the date on which the *Insured* became aware thereof. **Failure to respect this deadline shall entail the loss of any entitlement to compensation for the Loss in question** if the *Insurer* shows that the delay in submitting the claim caused it damages. This stipulation shall not apply if the delay is due to unforeseen circumstances or *force majeure*.

**6.2** - Submitting claims for *Losses*.

The *Insured* must submit any claims for *Loss* covered by the policy within 15 days following the date on which the *Insured* became aware thereof. **Failure to respect this deadline shall entail the loss of any entitlement to compensation for the Loss in question** if the *Insurer* shows that the delay in submitting the claim caused it damages. This stipulation shall not apply if the delay is due to unforeseen circumstances or *force majeure*.

All claims for *Losses* must be addressed by the *Insured* to:

CWI Distribution  
Service VISA Affaires  
Utilisation Frauduleuse De la Carte  
CS 60569  
13594 Aix en Provence Cedex 3  
Tel. (from within France\*): 04 86 91 01 22 / 25  
Tel. (from outside France): + 33 4 86 91 01 22 / 25\*  
Monday to Saturday from 08:00 to 20:00  
Online service: [www.visa-assurances.fr](http://www.visa-assurances.fr)

(\* ) Calls charged at local, regional or national rates, depending on the tariffs of each operator.

**Where the holder of the Insured Card is not the holder of the account on which fraudulent use of the Insured Card is made, the holder of the Insured Card may submit a claim for the Loss and make the case.**

**6.3** – Supporting documents.

Pursuant to the Policy terms of the *Insured Card*, the *Insured* must, except for unforeseen circumstances or in the event of *force majeure*, immediately cancel the card with the Bank and produce the following documents:

- the receipt for the loss, a copy of the Police report filed within 48 hours following theft or the discovery of fraudulent use of the *Insured Card*;
- a copy of the bank or card statement showing the disputed transactions before cancellation;
- a Bank document confirming cancellation (date and time) by the Bank of the *Insured Card*;
- a Bank document indicating the withdrawal and payment limits for the *Insured Card* on the date of the *Loss*.
- certification from the Bank giving the reasons for non-coverage under the *Insured Card* policy taken out by the *Insured* with the Bank, for the *Financial Losses* that occurred before cancellation of the *Insured Card* above the *Statutory Ceiling*;
- details of the Bank account in the name of the holder of the *Insured Card*;
- a duly completed sworn statement form sent by CWI Distribution, certifying the existence or otherwise of other policies covering the same risk (Article L. 121-4 of the French Insurance Code, on concurrent insurance);



And more generally, any document that the *Insurer* deems necessary for examining the case.

## IMPROPER USE COVERAGE

### ARTICLE 7 – NOTIFYING THE INSUREDS.

Societe Generale undertakes to send the holder of the *Insured Card* this Information Sheet defining this coverage and the terms for its entry into effect, as well as the formalities to be completed in the event of a *Loss*. Societe Generale has appointed Visa Europe Limited to take out and sign an insurance policy, to which this Information Sheet refers, for the benefit of the *Insured*, in accordance with Article L. 112-1 of the French Insurance Code. Societe Generale is responsible for demonstrating that this Information Sheet has been submitted to the holder of the *Insured Card* along with information concerning any contractual modifications. In the event the conditions are modified, or in the event of termination hereof, Societe Generale shall notify the holder of the *Insured Card*, by any means available, under the conditions set out in the general terms and conditions of the *Insured Card* policy taken out with Societe Generale. When an *Insured* wishes to obtain details of the terms and conditions for applying the coverage, it may contact the VISA CORPORATE CARD Service, *Improper Card Use*, Website: [www.visa.fr](http://www.visa.fr) (assistance page), Telephone: +33 (0)1 42 14 55 55 (24/7).

CWI Distribution, registered with ORIAS (register of insurance intermediaries) under number 07 002 871 ([www.orias.fr](http://www.orias.fr)), is the Broker Manager appointed by the *Insurer* to manage this policy. It is the preferred contact of the *Insured* for any information concerning the insurance policy or the events that arise thereunder.

Insurance policy No. 85 951614 taken out by Societe Generale, through the intermediary SPB, SAS, for insurance brokerage, registered with ORIAS under number 07.002.642 ([www.orias.fr](http://www.orias.fr)), with share capital of €1,000,000.

– LE HAVRE Trade and Companies Register 305 109 779 - Registered office at: 71 quai Colbert, CS 90000, 76095 LE HAVRE, with Allianz IARD, a public limited company under French law with share capital of €991,967,200 - Registered office at: 87, rue de Richelieu 75002 Paris, 542 110 291 Paris Trade and Companies Register. As of 01/01/2016: New registered office at: 1 cours Michelet-CS 30051- 92076 Paris la Défense cedex. 542 110 291 Nanterre Trade and Companies Register. Companies regulated by the French Insurance Code and subject to the Autorité de Contrôle Prudentiel et de Résolution (the French Prudential Supervisory Authority) - 61 rue Taitbout - 75436 Paris Cedex 09.

### ARTICLE 8 – PURPOSE OF THE COVER.

The purpose of this cover is to reimburse the *Insured* for any cash withdrawal and/or payment transactions made with the *Insured Card* that are considered *Improper Use*, up to the cover limit:

– Within the preceding 75 days:

- the *Insured* finds that the balance of the account to which the *Insured Card* is linked does not cover the transactions made with the *Insured Card*, where such transactions are considered *Improper Use*.

or

– the date of termination of the employment contract between the holder of the *Insured Card* and the Company, with the understanding that the *Insured Card* must be cancelled no later than the date of termination of the employment contract.

- Within 30 days following the cancellation of the *Insured Card*, only for transactions that do not require an authorisation request from the Issuing Bank of the *Insured Card*.

### ARTICLE 9 – COVERAGE AMOUNT

The *Insurer* undertakes to compensate, to up to **€11,500 per *Insured Card* and per *Loss***, the *Insured* for any Financial Losses suffered, up to a limit of **€762,500 per *Insured* and per *Policy Year*** if the *Insured* is the Company, and up to the limit of **€762,500 per Company and per *Policy Year*** if the *Insured* is the Issuing Bank of the *Insured Card*.

### ARTICLE 10 – EXCLUSIONS APPLICABLE TO THIS COVERAGE

- **Wilful or deliberate misconduct by the *Insured*.**
- **Cardholders in a probationary period and/or those under 18 years of age,**
- **Bank charges, loss of interest.**
- **Transactions made with the *Insured Card* that the Company, regardless of the terms and conditions of the *Visa Corporate Card Range* policy between Societe Generale and the Company, authorises its employees to make within the scope of their professional activities.**
- ***Improper Use* during a period of recovery or liquidation of the Company.**
- **Cash withdrawal and/or payment transactions using counterfeit cards.**
- ***Improper Use* facilitated by or arising from times of war, riots, attacks, or social movements.**

## ARTICLE 11 – OBLIGATIONS OF THE INSURED AND OF THE ISSUING BANK

Regardless of the terms and conditions of the *Visa Corporate Card Range* policy between the Issuing Bank and the Company, the *Insured* must respect and ensure respect of the following conditions:

**11.1** – In the event of termination of the employment contract The Company must notify Societe Generale as soon as the Company is aware of the date of termination of the employment contract binding it to its employee who is the holder of the *Insured Card*, and no later than 8 days before said date. Within this same time frame, the Company shall request that its employee return the *Insured Card* no later than the date of termination of the employment contract.

**11.1.1** – If the *Insured Card* is returned Societe Generale shall immediately, or no later than the date of termination of the employment contract, terminate the card policy of the holder of the *Insured Card*.

**11.1.2** – If the *Insured Card* is not returned On the day following termination of the employment contract, Societe Generale shall proceed to cancel the *Insured Card* and inform the holder of the *Insured Card* of this, stating that any use of the card shall be subject to the penalties outlined in the *Visa Corporate Card Range* policy.

**11.2** – In the event of card transactions considered *Improper Use*:

**11.2.1** – Where the *Insured* is the Company  
– The *Insured* finds that the transactions it considers *Improper Use* were made with the *Insured Card* from the account of the *Insured*.

or

– The balance of the account from which the card transactions considered *Improper Use* were debited does not cover the payment amount. The Issuing Bank of the *Insured Card* informs the *Insured* of the receipt of an outstanding payment and they jointly look for an appropriate solution for resolving the situation.

**In both cases, the *Insured* shall immediately inform the holder of the *Insured Card* that he/she has 10 days in which to resolve the situation.**

Within a maximum period of 20 days counting from the date of notifying the holder of the *Insured Card*, where the balance means that the card transactions still have not been settled or, where the account balance of the *Insured* is not restored, the *Insured* shall proceed to cancel the *Insured Card*. The *Insured* shall notify the holder of the *Insured Card* and inform him/her that any use of the *Insured Card* shall be subject to the penalties outlined in the *Visa Corporate Card Range* policy between the Issuing Bank and the Company.

**11.2.2** – Where the *Insured* is the Issuing Bank of the *Insured Card*

– The Issuing Bank of the *Insured Card* shall immediately inform the holder of the *Insured Card* that he/she has 10 days in which to resolve the situation.

– Within a maximum period of 20 days counting from the date of notifying the holder of the *Insured Card*, where the balance means that the card transactions still have not been settled, the *Insured* shall proceed to cancel the *Insured Card*. The *Insured* shall notify the holder of the *Insured Card* and inform him/her that any use of the *Insured Card* shall be subject to the penalties outlined in the *Visa Corporate Card Range* policy between the Issuing Bank and the Company.

## ARTICLE 12 – OBLIGATIONS OF THE COMPANY

Regardless of the terms and conditions of the *Visa Corporate Card Range* policy between Societe Generale and the Company, whether or not it is a joint liability policy, the Company undertakes to specify, upon request by Societe Generale, the transactions it considers to be *Improper Use*.

## ARTICLE 13 – HOW TO MAKE A CLAIM UNDER THE POLICY

**13.1** – Deadline for settling claims for *Losses*.

– CWI Distribution or the *Insurer* undertakes to pay the compensation owed to the *Insured* within five working days following receipt of all necessary details for settlement. The completeness of the case is subject to approval by CWI Distribution.

– For any *Loss* under the policy managed by SPB, the *Insurer* undertakes to pay the compensation owed within 10 working days following the date on which it receives all of the necessary details for settling the case for the *Loss* transmitted by CWI.

**13.2** – Submitting claims for *Losses*.

The *Insured* must submit any claims for *Loss* against the policy within 15 days following the date on which the *Insured* became aware of it. **Failure to respect this deadline shall entail the loss of any entitlement to compensation for the *Loss* in question if the *Insurer* shows that the delay in submitting the claim caused it damages.** This stipulation shall not apply if the delay is due to unforeseen circumstances or *force majeure*. All claims for *Losses* must be addressed by the *Insured* to:

CWI Distribution

Service VISA Affaires

*Improper Use* of the Card

CS 60569

13594 Aix en Provence Cedex 3

Tel. (from within France\*): 04 86 91 01 22 / 25  
Tel. (from outside France): + 33 4 86 91 01 22 / 25  
Monday to Saturday from 08:00 to 20:00  
Online service: [www.visa-assurances.fr](http://www.visa-assurances.fr)

(\*) Calls charged at local, regional or national rates, depending on the tariffs of each operator.

Note: for any Loss where:

- the sum exceeds €11,500 or
- the incident occurs between the 75th and the 90th day before the date of initial discovery (or the date of termination of the employment contract), or
- over the limit of €762,500 per Insurance Year, supplementary compensation shall be considered by SPB on the basis of the supporting documents already transmitted to CWI.

### 13.3 - Supporting documents.

The *Insured* must provide the following details and documents necessary for settling the claim for Loss. In this respect, regardless of the terms and conditions of the *Visa Corporate Card Range* policy between the Issuing Bank and the Company, it must send CWI Distribution:

- a sworn statement certifying *Improper Use* for each of the card transactions, cash withdrawals and/or payments for which the *Insured* is seeking compensation;
- a sworn statement that no form of reimbursement has been put in place with the holder of the *Insured Card*;
- certification from the Bank of the date of the first outstanding payment for the transactions made from the account of the holder of the *Insured Card*;
- a copy of the bank or card statements showing the transactions considered *Improper Use*;
- certification by the Company of the date on which the transactions considered *Improper Use* were made;
- a copy of the correspondence exchanged between the *Insured* and/or the Issuing Bank of the *Insured Card* and/or the Company and/or the holder of the *Insured Card* (the letter indicating the date of termination of the employment contract, the request to return the *Insured Card* and/or the request for cancellation of the *Insured Card* sent to the Issuing Bank of the *Insured Card*, etc.);
- certification of the date of cancellation of the *Insured Card*;
- certification of the declaration of *Improper Use* of the *Insured Card* to the Bank of France;
- the duly completed Loss declaration questionnaire that shall be issued by CWI Distribution.

And more generally any document that the *Insurer* deems necessary for examining the case.

## PROVISIONS COMMON TO BOTH THE FRAUDULENT USE AND IMPROPER USE COVERAGE

### ARTICLE 14 – SUPERVISION OF THE INSURER

The *Insurer* is a company regulated by the Insurance Code and thus subject to the French Prudential Supervisory Authority - 61 rue Taitbout - 75436 Paris Cedex 09.

### ARTICLE 15 – ENTRY INTO EFFECT AND DURATION OF COVER

The *Insured* is covered under this policy from the date of issue of the *Insured Card* until its expiry. Cover of the *Insured* under this policy is terminated:

- in the event of complete withdrawal of the *Insurer's* approval, in accordance with Article L. 326-12, paragraph 1 of the French Insurance Code;
- in any case, the effective date of termination of the policy, where it is not extended.

Failure to renew this policy shall render the cover of the *Insured* null and void from the effective date of termination. This insurance policy takes effect from 1 January 2017 at 00:00, for a 3-year period. These provisions apply to Losses arising after 1 January 2017 at 00:00.

### ARTICLE 16 – TERRITORIAL APPLICATION OF COVER

This coverage is acquired for transactions made worldwide.

### ARTICLE 17 – MISCELLANEOUS PROVISIONS

#### 17.1 – Broker Manager

CWI Distribution, registered with ORIAS (register of insurance intermediaries) under number 07 002 871 ([www.orias.fr](http://www.orias.fr)), is the Broker Manager appointed by the *Insurer* to manage this policy. It is the preferred contact of the *Insured* for any information concerning the insurance policy or the events that arise thereunder.

#### 17.2 – Expert valuation

Damages are evaluated by mutual agreement or, failing this, by an amicable expert evaluation, subject to the respective rights of the parties. Each of the parties, the holder of the *Insured Card* and the *Insurer*, choose an expert. If the experts thus appointed do not agree, they shall

appoint a third expert. The three experts shall act in mutual agreement and by a majority of votes. In the event of failure by one of the parties to appoint its expert, or by both experts to agree on the choice of the third, the expert shall be appointed by the Paris Commercial Court. Such an appointment is made upon simple request by the first party to act, no less than 15 days following the sending of legal notice by registered letter with acknowledgement of receipt to the other party. Each party shall pay the costs and fees of its expert and, where applicable, half of the fees and appointment costs of the third expert.

#### 17.3 – Subrogation

The *Insurer* is subrogated to all rights and actions for compensation paid against any party liable for the damage.

#### 17.4 – Multiple insurance policies

The *Insured* is responsible for declaring the existence of other insurance policies covering the same risks as this policy when submitting a claim for a Loss. Where several insurance policies are taken out without fraud, each shall take effect within the coverage limits and in accordance with the French Insurance Code.

#### 17.5 – Limitation period

Pursuant to Article L. 114-1 of the French Insurance Code, all action arising from an insurance policy has a limitation period of two years following an event giving rise to such action. However, this period only commences:

- in the event of concealment, omission, or false or inaccurate declaration of the risk, from the day on which the *Insurer* became aware of it;
- in the event of a Loss, from the day on which the parties concerned became aware of it, if they prove they were unaware until that point.

Where action is taken by the *Insured* against the *Insurer* due to action by a third party, the limitation period only commences when this third party has taken legal action against the *Insured* or has been compensated by the *Insured*. The limitation period is increased to ten years in insurance policies against accidents involving persons, where the recipients are the beneficiaries of the deceased *Insured*.

Pursuant to Article L. 114-2 of the French Insurance Code, the limitation period is only put on hold by one of the ordinary grounds for interruption, namely:

- any legal action, either for interim measures, or when brought before a court without jurisdiction;
- any act of compulsory performance, or any precautionary measure taken pursuant to the French code of civil enforcement procedure (*Code des Procédures Civiles d'Exécution*);
- any recognition by the *Insurer* of the *Insured's* right to claim under the policy, or any recognition of debt of the *Insured* to the *Insurer*.

It is also interrupted by:

- the appointment of experts following a Loss;
- the sending of a registered letter with acknowledgement of receipt sent by:
  - the *Insurer* to the *Insured* concerning a claim for payment of a premium;
  - the *Insured* to the *Insurer* concerning a compensation payment.

Under Article L. 114-3 of the French Insurance Code, the parties to the insurance policy may not, even by mutual agreement, either modify the duration of the limitation period, or add to the grounds for interruption thereof.

#### 17.6 - In the event of dispute by the Insured

Without prejudice to its right to take legal action if, after having contacted its preferred CWI Distribution contact, a dispute persists, the *Insured* may call on the CWI service for handling claims: CWI Distribution, Service Réclamation Gamme Visa Affaires, CS 60569, 13594 Aix en Provence Cedex 3.

If the dispute cannot be resolved with CWI Distribution, the *Insured* may contact the Customer Service Team of the *Insurer*: AXA France - Direction Relations Clientèle DAA - 313 Terrasses de l'Arche - 92727 Nanterre Cedex.

Acknowledgement of receipt shall be sent within 8 days and a response issued within 40 days (except where the complexity of the dispute requires additional time).

If the dispute persists, the *Insured* may appeal to the Insurance Ombudsman in writing at the following address: La Médiation de l'Assurance TSA 50110 - 75441 Paris Cedex 09, or on the website [www.mediation-assurance.org](http://www.mediation-assurance.org).

This remedy is free.

The Ombudsman shall issue an opinion within 90 days from receipt of the complete case. Its opinion is not binding and leaves the *Insured* completely free to bring the case before the competent French Court. The terms for handling claims can be found on the website [www.visa-assurances.fr](http://www.visa-assurances.fr)

For any claim for Loss likewise submitted to SPB, in the event of an issue concerning the handling of a claim for Loss, the *Insured* may submit its claim to the SPB Claims Department, which can be contacted in the following ways: online claims form at [www.spb-assurance.fr](http://www.spb-assurance.fr); [reclamations@spb.eu](mailto:reclamations@spb.eu); postal address: SPB Département Réclamations - CS 90000 - 76095 LE HAVRE Cedex; fax: 02 32 74 29 69

The SPB Claims Department undertakes to acknowledge receipt of the claim within 10 working days following the date of receipt (even if the response to the claim is also given within this period) and to provide a response to the claim within a maximum of 2 months following the date of receipt (except under certain circumstances of which the *Insured* will be kept informed).

If the response is unsatisfactory, the *Insured* may submit its claim by ordinary letter or email to the following address:

Allianz - Relations Clients, Case Courrier BS, 20 place de Seine, 92086 Paris La Défense Cedex. Email: [clients@allianz.fr](mailto:clients@allianz.fr)

Allianz France adheres to the ombudsman's charter of the *Fédération Française des Sociétés d'Assurances* (French Federation of Insurance Companies). Furthermore, in the event of a persisting and definitive dispute, the *Insured* is entitled, after exhausting the internal resolution channels indicated above, to appeal to the Insurance Ombudsman at the following address: TSA 50110 75441 Paris Cedex 09, without prejudice to the other channels of legal action.

#### 17.7 - Competent courts

The policy is governed exclusively by French law. Any litigation arising from the performance, failure to perform or the interpretation of this policy shall be under the sole jurisdiction of the French courts.

#### 17.8 - Penalties for false declarations

Any intentional concealment or false declaration, omission or inaccurate information shall be penalised, even where it had no bearing over the Loss, under the conditions set out in articles L. 113-8 and L. 113-9 of the French Insurance Code.

#### 17.9 - Data Protection

In accordance with French Law No. 78-17 of 6 January 1978 on Computers, Files and Freedoms as amended (hereinafter the «French Data Protection Act»), I declare that I am aware that for the sole purposes of executing this insurance contract, both the *Insurer* and the Broker Manager may collect and process my personal data. Pursuant to article 32 of the French Data Protection Act, I declare that I have been informed by the *Insurer* and the Broker Manager, in their capacity as those responsible for data processing, that:

- responding to the questions put to me is mandatory, and that false declarations or omissions may result in the policy becoming null and void (Article L. 113-8 of the French Insurance Code) or the compensation being reduced (Article L. 113-9 of the French Insurance Code).
- the purpose of data processing is the purchase, management, including commercial management, and performance of the insurance contract.
- the recipients of my data are mainly the employees of the *Insurer* and of the Broker Manager, the re-Insurers and authorised professional bodies.
- in its capacity as a financial institution, the *Insurer* and the Broker Manager are bound by the legal obligations, principally under the French Monetary and Financial Code (*Code Monétaire et Financier*), in matters of combating money laundering and the financing of terrorism

and, in this regard, they put in place a contract monitoring system that may result in a suspicious activity report or the freezing of assets, in accordance with the sole authorisation given by the French National Data Protection Commission (*Commission Nationale de l'Informatique et des Libertés, CNIL*) on 16 June 2011.

- the *Insurer* and the Management Broker are entitled to use my registration number from the national identification directory of physical persons to manage supplementary health, additional retirement and civil liability insurance risks and to manage claims, in accordance with the sole authorisation given by the French National Data Protection Commission (CNIL) on 23 January 2014.
  - my personal data may also be processed as part of the fight against insurance fraud, for which CNIL has authorised the *Insurer* and the Broker Manager as per the sole authorisation dated 17 July 2014. Such processing may result in addition to a list of persons presenting a fraud risk, should the need arise.
  - the *Insurer* and the Broker Manager are entitled to process information concerning offences, convictions, and security measures, whether at the time of purchasing the insurance contract, in the course of its performance or as part of the management of disputes, in accordance with the sole authorisation given by the CNIL on 23 January 2014.
  - my personal data may also be processed by the *Insurer* and the Broker Manager for research and development purposes to improve the quality or suitability of their future insurance products and service offers.
  - pursuant to the French Data Protection Act and the provisions of the French Penal Code (*Code Pénal*) on professional confidentiality, in the event of a dispute and/or court proceedings, information may be transmitted to Visa Europe Limited and the Issuing Bank of the *Insured Card* where strictly necessary.
  - telephone conversations with the Visa Gold Corporate Service may be recorded for evidence purposes, and also for service quality control and staff training. The *Insured* may also express its consent or object to the recording by stating its refusal to its contact person.
  - i authorise the *Insurer* and the Broker Manager responsible for processing the purchase, management and performance of the insurance contract to collect and process my health data.
- Safeguards are taken by the *Insurer* and the Broker Manager to ensure a proper level of data protection. I may also request this information via post by writing to CWI Distribution - Service Gamme Visa Affaires - Département Gestion, CS 60569 - 13594 Aix en Provence Cedex 3.
- To exercise my right to access and correct all of my data, I can write to:
- CWI Distribution - à l'attention du CIL - Service Gamme Visa Affaires - Département Gestion, CS 60569 - 13594 Aix en Provence Cedex 3.
  - SPB - Service Cartes Affaires - CS 90000 - 76095 Le Havre Cedex.