

THIS TRANSLATION IN ENGLISH LANGUAGE IS FOR INFORMATION ONLY. IN CASE OF ANY DISCREPANCY BETWEEN THE FRENCH VERSION AND THE ENGLISH VERSION OF THE CONTRACTUAL AMENDMENT, THE FRENCH VERSION SHALL PREVAIL.

NEW PROVISIONS REGARDING PAYMENT SERVICES APPLICABLE TO INDIVIDUALS AS FROM 1 NOVEMBER 2009

Introduction

Pursuant to Order no. 2009-866 of 15 July 2009 regarding requirements applicable to payment services (hereinafter “the Order”), we hereby inform you of the principal effects of this new law, which entered into force on 1 November 2009. These provisions shall apply to your deposit account agreement as from that date.

It is agreed that the deadlines for executing credit transfer transactions and the terms and conditions governing refunds of authorised direct debits, which are stated below, shall apply as from 1 November 2009 unless you object before that date. This document holds for a contractual amendment to your account agreement.

Scope

The new provisions concern:

- Payment transactions carried out by a credit transfer, direct debit or using a payment card, but not using cheques or bills of exchange;
- From a deposit account, but not including savings accounts, securities accounts or current accounts associated with such securities accounts;
- In euro or in the currency of a Member State of the European Union¹ or of the European Economic Area (EEA)²;
- If both payment service providers are located in the European Union or the European Economic Area.

Entry into force

The new provisions shall apply to payment transactions executed as from 1 November 2009.

¹ 27 Member States: Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, United Kingdom, Slovakia, Slovenia, Sweden and Czech Republic.

² EEA: Norway, Iceland, Liechtenstein.

Definitions

- **Payment services** include cash deposits and withdrawals at bank branches, credit transfers, direct debits, payments using cards, cash withdrawals using cards, transfers of funds using cards, interbank payment orders (*titres interbancaires de paiement* or “TIP”) and contactless payments, within the limits of the services offered by the bank.
- A **payee** is the individual or legal entity who is the intended recipient of funds that are the subject of a payment transaction (e.g., the customer to whom a credit transfer is paid).
- A **payer** is the individual or legal entity who initiates or gives a payment order (e.g., a customer who is the holder of a payment card).
- A **payment order** is an instruction given by the payer or payee with a view to making a payment, transfer or withdrawal of funds.
- A **payment transaction** is a payment, transfer or withdrawal of funds as a result of a payment order. It may be initiated by:
 - The payer, who gives a payment order to his/her bank (e.g., a credit transfer order);
 - The payer, acting through the payee, who after having obtained a payment order transmits it to the payer’s bank, if applicable acting through its own bank;
 - The payee, who gives a payment order to the payer’s bank on the basis of consent granted by the payer to the payee (e.g., a direct debit instruction) and, if applicable, through its own bank (e.g., a direct debit mandate).
- A **payment instrument** is a personalised device and/or set of procedures agreed between the customer and the bank and used by the customer to initiate a payment order (e.g., cards, Moneo).
- A **business day** is any day on which the bank of the payer or payee is open for business as required for the execution of payment transactions, i.e., Monday to Friday or, in the case of transactions executed at a bank branch, the days and hours that the bank is open as required for the execution of payment transactions, with the exception of days on which interbank systems are closed.
- A **unique identifier** is a combination of letters, numbers or symbols that a customer must provide to enable unambiguous identification of the recipient and/or the recipient’s account for the purposes of executing a transaction.
- **Personalised security device** mean any technical means provided by a bank to a customer for the use of a payment instrument. This device, which is specific to the customer and is placed in the customer’s care, is used by the customer to authenticate his/her identity.

1/ Authorisation of payment transactions and revocation of payment orders

A transaction or series of transactions shall be deemed authorised if the payer consents to the execution thereof in the manner agreed. The payer may revoke his/her order or withdraw his/her consent at any time before the payment order becomes irrevocable.

The payer may not revoke a payment order after it has been received by his/her bank. A payment order may be revoked no later than the end of:

- The business day prior to the payment date, in the case of direct debits;
- The business day prior to the agreed date, in the case of transactions that are to be executed on a specific date.

In the case of transactions using cards, a payment order becomes irrevocable when the payer gives his/her consent to the specific amount of the transaction and:

- enters his/her PIN (or uses his/her personalised security device); or
- provides and validates the confidential information required for the use of his/her card for a remote transaction; or
- handwrites his/her signature, in particular when abroad.

2/ Terms and conditions governing execution of payment transactions

2.1. Time of receipt of payment orders and cut-off times

The time of receipt [of a payment order] is defined as the time when the payment order is received by the payer's bank. If the customer and his/her bank agree that execution of a payment order shall start on a specific day, the time of receipt shall be deemed to be the agreed day. If the time of receipt is not a business day for the payer's bank, the payment order shall be deemed to have been received on the following business day.

The bank shall execute instructions taking into account cut-off times agreed by the bank and available in our bank branch or on the bank's website (www.bia-paris.fr). Any payment order, received after the cut-off time, shall be deemed to have been received on the following business day. Instructions shall be executed provided there are sufficient available funds prior to the transaction and that the information necessary to execute the payment order has been provided.

2.2. Unique identifier

A payment order shall be executed in accordance with the unique identifier specified by the customer in his/her payment order. In the case of a credit transfer, the customer shall in all cases specify:

- The identifier of the payee's account, as shown on the bank identifier form ("RIB"); or
- The international identifier, made up of the payee's account's IBAN (International Bank Account Number) and the payee's bank's BIC (Bank Identifier Code) when such bank is located within the European Economic Area. Failing this, the transaction cannot be executed.

2.3. Refusal to execute

If the bank refuses to execute a payment order, it shall notify the customer, or make the notification available using any means of communication, at the earliest opportunity and, in any event, within the deadlines specified in the paragraph entitled "Deadlines". If the payment order is refused by the bank with good reason, the bank may charge the customer a fee.

2.4. Amount transferred

The banks of the payer and payee, as well as their agents, shall transfer the full amount of the payment transaction and shall not deduct any fees from the amount transferred.

However, the payee and his/her bank may agree that the bank can deduct its fees from the amount transferred before crediting the payee. In such case, the full amount of the payment transaction and the fees deducted shall be shown separately in the information provided to the payee.

2.5. Deadlines for executing payment transactions

The following rules shall apply only to the payment transactions described in the introduction that require a single conversion between euro and the relevant currency.

- Credit transfers issued: Until 31 December 2011, it is agreed that the amount of the transaction shall be credited to the payee's bank account no later than the end of the third (3rd) business day following receipt of the payment order. Starting on 1 January 2012, the payee's bank account shall be credited no later than the end of the first business day following receipt of the credit transfer order. This deadline shall be extended by an additional business day in the case of credit transfers initiated in paper form. For credit transfers requiring a foreign exchange transaction, this deadline shall not exceed four business days from receipt of the credit transfer order.

- Credit transfers received: The payee's bank shall put the amount of the transaction at its customer's disposal as soon as its own account is credited, or after the foreign exchange transaction is completed if the credit transfer is denominated in a currency other than that of the account.

- SEPA (Single Euro Payment Area) credit transfers: The payer's bank shall credit the payee's bank account within two business days from receipt of the order. The payee's bank shall credit its customer's account upon receipt of the funds. These deadlines shall apply subject to any contrary statutory or regulatory provisions.

3/ Value dates

The value date on which the payer's account is debited shall not be earlier than the time when the amount of the payment transaction is debited from such account.

The value date on which the payee's account is credited shall not be later than the business day during which the amount of the payment transaction is credited to the payee's bank account.

These provisions shall apply only if one of the banks involved in the transaction is located in mainland France and Corsica, the overseas departments, Saint Martin, Saint Barthélemy, Mayotte, Saint Pierre and

Miquelon or a Member State of the European Union or the European Economic Area. If the customer deposits cash into his/her own account in the currency of such account and the transaction comes within the scope of the introduction above, the bank shall ensure that the amount deposited is made available and is assigned a value date as soon as the funds are received.

4/ Stopping of a payment instrument (cards, payments over the internet)

In the event the customer becomes aware of the loss, theft, fraudulent use or any unauthorised use of his/her payment instrument or confidential information associated with such payment instrument, he/she shall promptly notify the bank thereof in order that a stop may be placed on the payment instrument. The payer shall be responsible for unauthorised transactions resulting from the loss or theft of his/her payment instrument carried out before such notification up to a maximum amount of €150. The customer shall not be liable if such transactions are carried out without use of the PIN (or personalised security device) or as a result of his/her card being counterfeited or if his/her payment instrument or confidential card or account information has been fraudulently used without his/her knowledge.

In the event the payer acts in a grossly negligent or fraudulent manner, the payer shall be liable for all unauthorised transactions without limitation as to amount. If the payee's bank is not located in the European Economic Area, the payer shall be liable for losses resulting from the use of the lost or stolen payment instrument before the aforementioned notification up to a maximum amount of €150, even if the personalised security device has not been used.

5/ Deadlines for disputing payment transactions

- Unauthorised or incorrectly executed transactions: The customer shall promptly inform his/her bank thereof and, in any event, no later than 13 months after the date on which such transaction was debited from his/her account. After such time, any claim shall be barred. In the case of card transactions, this deadline shall be 70 days if the payee's bank is not located in the European Economic Area. The payer's bank shall immediately refund the customer the amount of an unauthorised transaction reported within this deadline and, if applicable, restore the customer's account to the position in which it would have been had the unauthorised transaction not been made. If the bank obtains proof that the customer had authorised the transaction, it shall reverse the refund transaction and debit the relevant amount from the customer's account.
- Authorised transactions: In the case of card transactions, the customer shall be entitled to a refund from the bank if the authorisation in question did not specify the exact amount of the transaction and if the amount of the payment transaction exceeds the amount the cardholder could reasonably have expected. In such case, the bank may request that the cardholder provide all information pertinent to the refund requested. In the case of direct debits, it is agreed that the customer shall be entitled to a refund even if these requirements are not met.

The customer must make his/her refund request within a period of eight weeks from the date on which the funds were debited. The bank shall refund the amount of the transaction or justify its refusal to do so within ten business days following receipt of the request.

6/ Responsibility and liability of banks in connection with the execution of payment transactions

- Credit transfers issued: The payer's bank shall be responsible for executing payment transactions correctly, unless it can prove that the payee's bank received the amount of the credit transfer in question.
- Credit transfers received: The payee's bank shall be responsible for making the funds available immediately after the amount is credited to its own account.

Card transactions issued and direct debits received: The payee's bank shall be responsible vis-à-vis the payee for correct transmission of the payment order to the payer's bank, in accordance with contractual provisions agreed in order to enable execution of the transaction in compliance with the deadlines for execution. If the transmission is unsuccessful, the payee's bank shall immediately retransmit the payment order to the payer's bank. The payer's bank shall not be liable for a loss due to a technical malfunction of the "CB" (*Carte Bleue* – French interbank debit card) system if the payer is informed of such malfunction by a message on the electronic equipment or in another visible manner. In the event of a failed transaction for which it is responsible, the payer's bank shall without undue delay refund the payer the amount of the transaction in question and restore the account to the position in which it would have been had the transaction not taken place. If the payee's bank is responsible, it shall release the amount of the transaction to the payee immediately.

However, a bank shall not be liable in case of force majeure events, if it is bound by other legal obligations, if the payee's unique identifier that the payer specified in the payment order is incorrect or if the payer does not dispute the transaction within a period of 13 months.

7/ Applicable fees

Unless otherwise specified in Article L.133-26 of the French Monetary and Financial Code (*Code Monétaire et Financier*), the bank may not charge the customer fees for performing its information obligations or for taking preventive and corrective measures.

If a payment transaction, whether issued or received, does not involve a foreign exchange transaction, each customer shall pay the fees charged by his/her own bank. If the payment transaction involves a foreign exchange transaction, it may be agreed that the fees shall be paid by the payer or the payee.

8/ Terms and conditions governing changes to and termination of the account agreement

The customer shall be informed of all proposed changes to the deposit account agreement, in particular with respect to fees, no later than two months before the proposed effective date. The customer shall be deemed to have agreed to such changes if he/she does not notify the bank of his/her objection thereto before the effective date. If the customer refuses the proposed changes, he/she shall be entitled to terminate the deposit account agreement, without cost, prior to such date.

The customer may terminate the deposit account agreement at any time.

The bank may terminate the deposit account agreement by giving at least two months' prior notice.