GENERAL TERMS AND CONDITIONS REGARDING THE PROVISION OF SERVICES FOR MARKET TRANSACTIONS TO THE CLIENTS OF SOCIETE GENERALE FRENCH RETAIL BANKING



## **DISCLAIMER**

This English translation of this General Terms and Conditions has been prepared for the convenience of English-speaking readers. Whilst reasonable care and skill have been exercised in the preparation hereof, no translation can ever perfectly reflect the original. In the event of any discrepancy between the original French and this translation, the French alone will prevail. The reader is therefore warned to take proper professional advice before acting further hereto, as neither Société Générale nor the translators assume any liability for accuracy hereof.

Between:

[Indicate the company name, registration number and address of the registered office of the legal person]

(Hereinafter the "Client")

And.

**Societe Generale** is a French credit institution (Bank - Investment services provider) authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (the French Prudential Control and Resolution Authority - ACPR), and under the prudential supervision of the European Central Bank- ECB, and a French *société anonyme* [public limited company], registered in the Paris Trade and Companies Register under the number 552 120 222, with registered office at 29, boulevard Haussmann 75009 Paris,

(Hereinafter referred to as "Société Générale")

(Referred to individually as a "Party", jointly the "Parties").

I. The general terms and conditions (hereinafter: "General Terms and Conditions") are intended to specify certain elements relating to (i) Investment Services (hereinafter the "Investment Services"), in accordance with the laws and regulations in effect, in particular the requirements imposed by Article 314-11 of the General Regulation of the Autorité des Marchés Financiers [French Financial Markets Authority] and the provisions of MiFID 2 (Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, amending Directive 2002/92/EC and Directive 2011/61/EU), as transposed into French law and (ii) the provision of banking services (the "Banking Services") (and any combination thereof) provided to the Client by Société Générale for certain of its capital markets activities (market risk management, exchange rate, interest rates and commodity risk, credit derivatives, cash investment solutions) (hereinafter jointly the "Services").

It is hereby specified that (i) if, in the context of the provision of a particular Service, a specific agreement also covers the said Service (hereinafter a "**Specific Agreement**"), these General Terms and Conditions shall be read in conjunction with the said Specific Agreement and (ii) if the applicable Specific Agreement contains provisions contrary to those appearing in the General Terms and Conditions, the provisions appearing in the Specific Agreement shall prevail over the General Terms and Conditions, with the exception of Articles 20 and 21 below.

- II. The Services relate in particular to the following products (hereinafter jointly the "Products"):
  - financial instruments pursuant to Articles L. 211-1 and D. 211-1 A of the French Monetary and Financial Code (i.e. financial securities and financial contracts);
  - deposits;
  - currencies in the spot or forward markets.

We draw your attention to the fact that Société Générale does not provide investment advice on transactions, except with its express agreement, which shall be provided at its sole discretion. Société Générale will not be required to provide you with information over time on the management of your investments, unless required by law or regulation.

III. The Client acknowledges that he holds a current account with Société Générale and that he has read the general terms and conditions and the special terms and conditions of the current account agreement which apply to the Services, as necessary. In the event of a contradiction between the terms and conditions of the current account agreement and the terms and the conditions of these General Terms and Conditions, these General Terms and Conditions shall prevail. These General Terms and Conditions shall only apply to the provision of the Services and Products provided by Société Générale trading room dedicated to companies



and associations clients of Societe Generale French retail banking. dedicated to legal entities in the French network, to the exclusion of any other channel.

#### 1. AUTHORISED PERSONS

Subject to any provisions to the contrary of the Specific Agreements or to the information required below being provided in the context of Specific Agreements, the Client shall submit to Société Générale a list of the natural persons authorised by the Client to carry out a transaction or to give an order on behalf of the Client by sending an e-mail to the following address: svp.salledesmarches@sgcib.com

As an exception to the above, if the Client has access to the Myspace website, it shall, in the future (once this list appears in pre-completed form in Myspace), be exempt from the obligation to provide Société Générale with the list of authorised natural persons. This exemption, subject to the development of appropriate functionalities in Myspace, will only apply if the Client agrees to the list of authorised natural persons appearing on Myspace.

Any change in the information on authorised natural persons forwarded by the Client (or, if the Client has access to Myspace, which may appear on Myspace in the future) shall be provided promptly by the Client to Société Générale by submitting an e-mail to the following address: svp.salledesmarches@sgcib.com, or, if the Client has access to Myspace and when the Myspace functionalities allow, by on-line modification of the information available on Myspace by the Client.

In the absence of such notification by the Client (or, if the Client has access to Myspace and when the functionalities of Myspace allow it, in the absence of the Client having made the necessary online changes to Myspace), Société Générale may not be held liable for transactions carried out with (or orders placed by) a person who is not or is no longer authorised to act on the Client's behalf. In any event, the Client is hereby informed that orders forwarded but not yet executed on the day of notification by the Client to Société Générale of the dismissal of an agent or of an authorised natural person (or on the date on which the Client makes the online changes to Myspace) shall remain valid.

## 2. PROTECTION OF PERSONAL DATA

The Parties shall comply with all the obligations imposed on a Controller under the Data Protection Legislation in relation to Processing of Personal Data carried out in connection with or pursuant to these Terms of Business.

Societe Generale process Personal Data in accordance with our Client Privacy Policy which can be found at http://global.societegenerale.com/en/gdpr/ and which we may amend from time-to-time.

The term "GDPR" or General Data Protection Regulation means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The term "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time including the GDPR; any applicable national laws relating to data protection; any other European Union legislation relating to personal data; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

The term "Controller" has the meaning given to it in the GDPR.

The term "Personal Data" has the meaning given to it in the GDPR.

The term "Processing" has the meaning given to it in the GDPR.

#### 3. BANKING SECRECY



Société Générale shall process data within the context of implementing the Services, in order to ensure:

- The management and use of the Services, the management of the Client's requests, as well as of the products and services subscribed, the preparation of proof of transactions and agreements;
- Client relationship management, prospecting and conducting of targeted sales promotions, statistical and wealth studies;
- Compliance with legal and regulatory obligations, notably risk management and selection, the combating of money laundering and the financing of terrorism,
- Compliance with legal and regulatory obligations relating to financial markets, determining tax status, prevention of conflicts of interest and prevention of fraud;
- and more generally in order to comply with its legal and regulatory obligations.

The Client authorises Société Générale to notify the data within the limits necessary for the execution of the above purposes:

- to branches and legal entities of the Société Générale group;
- to service providers, external service providers and to other subcontractors acting on its behalf;
- to its partners, intermediaries, brokers and insurers, to the extent necessary for the performance of the services.

Furthermore, Société Générale is authorised, in accordance with legal provisions, to notify data to third parties during credit transactions, transactions in financial instruments, guarantees or third-party insurance, linked to the hedging of credit risks or in the event of assignments or transfers of debts or contracts.

With regard to the above, Société Générale declares that it has taken the necessary measures to ensure the confidentiality of the submitted information.

## 4. CONFIDENTIALITY OBLIGATIONS

**4.1.** Subject to the provisions set out in Article 3 above and in the Client Data Protection Policy referred to in Article 2 of this instrument, the Parties mutually undertake to maintain the confidentiality of all information received from the other Party in connection with the Services, in particular regulatory and financial information.

This commitment shall not apply:

- with regard to the supervisory authorities, the judicial and administrative authorities and the authorities subject to the Sanctions cited in Article 6.1.2., if they so request;
- to the information which Société Générale is required to provide in order to meet its regulatory obligations, such as, in particular, reporting transactions to central repositories;
- o information which, at the time of its disclosure to the other Party, was already in the public domain.
- **4.2.** The Parties shall be bound by this obligation for as long as the relevant data has not become public, unless otherwise specifically agreed in advance and in writing by the relevant Party in order to lift the confidentiality.

This clause 4.2. shall survive the termination or expiry of the General Terms and Conditions and/or the Specific Agreement(s) concerned for any reason whatsoever.

## 5. CLIENT STATUS

Pursuant to MiFID 2, which came into force on 3 January 2018, the Client may be classified into one of the following three categories:

- o non-professional client;
- o professional client;
- o eligible counterparty.



This classification shall be notified to it by Société Générale. The Client may request a change in its classification from Société Générale through a written request submitted to Société Générale via its usual contact person, and Société Générale may choose whether or not to grant this request.

#### 6. VIGILANCE OBLIGATIONS

## 6.1. Anti-money laundering and combating of financing of terrorism - Sanctions

6.1.1. By way of application of the regulations for the prevention of the use of the financial system for money laundering and the financing of terrorism, Société Générale is obliged to verify the identity of the Client, as well as, if applicable, its agents and the beneficial owner(s) of the business relationship and to inform the Client of any transactions that it considers to be inconsistent, suspicious or unusual, notably by virtue of their procedures, amount or exceptional character with regard to those already executed by the Client.

The Client, the legal representative or the agent, where applicable, undertakes to respond diligently and provide Société Générale with all of the information that it needs in order to fulfil its obligations. Failing this, Société Générale reserves the right not to execute or to terminate the relationship.

- 6.1.2. Furthermore, in the event that the Client and, where applicable, the agent or beneficial owner of the business relationship, or the State of which they are residents are subject to economic or financial sanctions, trade embargoes or similar measures taken, enacted or implemented by the United Nations, the United States of America, the European Union, or any Member State or any other sanction recognised by Société Générale (hereinafter, the "Sanctions") or if one of these persons or entities uses the Services provided by Société Générale in a manner that would result in an infringement of Sanctions, Société Générale:
  - will no longer be required to execute the transactions initiated by the Client or any of the Services or obligations towards the Client;
  - may, where applicable, render all amounts due from the Client regarding the transactions and Services governed by these General Terms and Conditions or the Specific Conditions payable in advance;
  - may, if applicable, terminate these General Terms and Conditions.

## o 6.2. Combating of market abuse

Pursuant to the regulations applicable to the prevention of insider dealing and market manipulation, Société Générale may be led to report a suspicion to the competent market authority for any transaction which it regards as likely to constitute market abuse or attempted market abuse.

## 7. PRODUCT RISK INFORMATION

- **7.1.** The Client is aware of rapid and random fluctuations which may occur in certain markets. Without prejudice to the regulatory obligations incumbent on Société Générale:
  - the Client declares that it accepts the risk associated with these fluctuations and acknowledges that it accepts liability for the investment transactions which it initiates on the financial markets: Société Générale may not be regarded as having initiated positions taken by the Client;
  - if the Client is not familiar with or does not appreciate the risk involved in a transaction, it must, before placing the order, request all documentation or additional information from Société Générale.



**7.2.** The information relating to the Products shall also be notified to the Client before it deals notably with risk factors. For recurring operations relating to the same type of Product, the Client acknowledges that the information initially received by the Client will be valid for all Products belonging to the same type. The risk factors associated with each product are available at any time on the following website: <a href="https://cib.societegenerale.com/en/who-are/compliance-regulatory-information/market-regulation/mifid/costs-and-charges-information-financial-instruments/">https://cib.societegenerale.com/en/who-are/compliance-regulatory-information/market-regulation/mifid/costs-and-charges-information-financial-instruments/</a>

## 8 SUMMARY OF THE MANAGEMENT POLICY FOR CONFLICTS OF INTEREST

As an Investment Services provider, Société Générale is subject to the rules on prevention and management of conflicts of interest. It has drawn up and maintains a policy for managing conflicts of interest, a summary of which is provided to the Client on entering into a relationship, and which is available at any time on the website: <a href="https://cib.societegenerale.com/en/who-are/compliance-regulatory/market-regulation/mifid/">https://cib.societegenerale.com/en/who-are/compliance-regulatory/market-regulation/mifid/</a>

#### 9. BEST EXECUTION POLICY

The Order Execution Services, in which Société Générale acts on its own account, are subject to an execution policy aimed at obtaining the best possible result, in accordance with the regulations, the summary of which is available at any time on the website: <a href="https://cib.societegenerale.com/en/who-are/compliance-regulatory/market-regulation/mifid/">https://cib.societegenerale.com/en/who-are/compliance-regulatory/market-regulation/mifid/</a>.

#### 10. SUBMISSION OF ORDERS - CONFIRMATIONS

The Client may submit his/her/its orders orally or electronically. After completing the instruction, it shall receive a confirmation. It shall then have 2 business days to challenge the content of the confirmation. In the event of a dispute, the recorded tapes or the content of the electronic instructions shall be regarded as evidence.

## 11. CURRENCY TRANSACTIONS

The Client acknowledges that, for certain spot currency transactions, for which, in Société Générale's opinion, the currency delivery risk is potentially high, Société Générale may wish to process the transaction using the *Delivery versus Payment* ("**DVP**") procedure, in which case Société Générale shall inform the Client.

## 12. OBLIGATION OF THE CLIENT TO OBTAIN A LEGAL ENTITY IDENTIFIER ("LEI")

The Client acknowledges that it has been informed of the regulatory reporting obligation ("*Reporting*") of positions generated by the subscription of derivative products offered by Société Générale. This *Reporting* requires derivatives counterparties to submit data on these transactions to the central repositories responsible for recording all derivative contracts between two counterparties, in accordance with the regulations in effect: the European EMIR Regulation (*European market and infrastructure regulation*) of 27 July 2012 and its implementing texts.

In order to carry out this *Reporting*, any legal entity involved in derivative transactions (Société Générale and the Client) must obtain, at its own responsibility, a *Legal Entity Identifier* ("**LEI**"), which is a unique and universal identifier. For France, the LEI can be obtained from the INSEE - *Institut National de la Statistique et des Études Économiques* (French National Institute of Statistics and Economic Studies).

The Client therefore undertakes to obtain its LEI annually and to send it immediately to Société Générale, as soon as it is obtained.

# 13. METHOD OF COMPENSATION FOR INVESTMENT SERVICES AND DISCLOSURE OF COSTS AND EXPENSES

For Investment Services giving rise to a fee, the Client is hereby notified of this within the framework of the Specific Agreement relating to said Service.



With regard to the method of remunerating the Services, Société Générale is remunerated, as part of the order execution services which it provides in its own account, in the form of a margin included in the price of the financial instrument forming the object of the Service and for deposits, as applicable, in the form of a commission.

Société Générale shall provide information, in timely fashion, on the aggregated costs and expenses associated with the financial instrument and the investment or ancillary service provided, prior to the provision of the Service (the so-called "ex-ante" obligation) and, under certain conditions, after the provision of the investment service (the so-called "ex post" obligation). This information is without prejudice to the service costs that Société Générale and the Client have jointly agreed.

If the Client is classified as a "professional" or "eligible counterparty" pursuant to MiFID 2, it is nevertheless informed that Société Générale may make limited application, in accordance with and within the limits permitted by the regulations, of the requirement to provide information on costs and charges for the provision of certain financial services or products. Costs and *ex-ante* fees shall be disclosed in the form of price grids drawn up by product category, taking into account a history of the costs and charges applicable to transactions on comparable products, it being specified that these grids are valid under normal market conditions.

Please note that where a distribution agreement exists between the Client and Société Générale, or where Société Générale pays the Client distribution commissions, unless the Client expressly agrees otherwise, the Client shall be considered as having no intention of offering a financial instrument to your clients.

## 14. RECORDING OF TELEPHONE CONVERSIONS AND OF ALL OTHER COMMUNICATIONS

Telephone conversations and any other communications between Société Générale and the Client may be recorded without the Client being specifically informed, in order to ensure the accuracy of the agreed terms and of any other important information regarding the transaction. These records may be produced as evidence during any proceedings between the Parties. These recordings shall be the property of Société Générale.

The Client may access these recordings on request and at its own expense.

## 15. LIABILITY - FORCE MAJEURE

Within the context of providing the Investment Services, Société Générale shall be subject to the rules of good conduct contained in the French Monetary and Financial Code and in the AMF's General Regulations. As such, Société Générale shall act honestly, fairly and professionally in the best interests of the Client.

Société Générale's liability, limited to direct damage, may only be sought if it is established that it has committed a breach causing this damage, it being specified that the fault of a third party or of the Client who has contributed to the incurring of the loss is likely to partially or totally exempt Société Générale from its liability.

Société Générale shall not be liable when the non-performance of its obligations results from a case of force majeure, as defined by the case law of the French Courts and Tribunals.

Société Générale is subject to an obligation of means regarding the receipt and issuance of information and orders. It assumes no liability for the transmission of information, in particular in the event of interruption, delay or failure of means of communication (post, telephone, fax, Internet) or of the Client's terminals (telephone, fax, computer).

## 16. INFORMATION OBLIGATION OF THE CLIENT

The Client may access the valuation of transactions on the following website at any time: https://www.sgmarkets.com

## 17. GUARANTEE OF FINANCIAL INSTRUMENTS AND DEPOSITS



The cash deposits received by Société Générale and the financial instruments that it enters into with the Client are guaranteed by the *Fonds de Garantie des Dépôts et de Résolution* [Deposit and Resolution Guarantee Fund] - FGDR), under the conditions and in accordance with the procedures defined by the laws in effect. With regard, in particular, to cash deposited and denominated in euros, in CFP francs or in a currency of a country which is not a member of the European Economic Area, the Client is invited to refer to the provisions of the Special Account Agreement relating to the Deposit Guarantee. A table summarising the general information on deposit protection is provided in Appendix 1 to these General Terms and Conditions, which also includes a table listing the general information on the guarantee of financial instruments. For more information, the Client may consult the FGDR's website: <a href="http://www.garantiedesdepots.fr/">http://www.garantiedesdepots.fr/</a>.

## 18. TERM, AMENDMENT AND TERMINATION OF THE GENERAL TERMS AND CONDITIONS

#### 18.1. Term

The General Terms and Conditions shall be concluded for an indefinite period.

#### 18.2. Amendment

Any legislative or regulatory measure which would have the effect of amending all or part of the General Terms and Conditions shall apply as soon as it enters into effect.

The General Terms and Conditions may also change and require certain modifications that may be minor or more substantial.

In this case and except in the case of specific terms and conditions for certain Services, Société Générale shall inform the Client of the updating of the General Terms and Conditions, the content of the amendments and the place where these amended General Terms and Conditions shall be made available to it, under the conditions provided in Article 24 of these General Terms and Conditions.

These changes shall take effect from the date specified in the notification, which may not be less than 60 calendar days after the date on which the notification is sent. The continuation of the relationship, particularly following the placing of new orders or the conclusion of new transactions carried out starting from the date specified in the notification, shall constitute acceptance by the Client of the said modifications. In the event that the Client refuses the proposed changes, Société Générale reserves the right to refuse to place new orders or to enter into new transactions.

The Client may not modify the General Terms and Conditions without the prior written agreement of Société Générale.

## 18.3. Termination of the General Terms and Conditions

These General Terms and Conditions may be terminated at any time by either Party by registered letter with acknowledgement of receipt, with termination becoming effective on the last of the following dates: (i) the 15<sup>th</sup> business day following the date of the abovementioned acknowledgement of receipt, (ii) the date on which termination of the last Specific Agreement in force between the Client and Société Générale becomes effective and (iii) the date on which a service is provided.

It is nevertheless specified, for all useful purposes, that the termination of the General Terms and Conditions shall have no effect on the framework agreements relating to transactions on financial forward contracts, securities lending and repurchase agreements, and on the execution and successful completion of such transactions, as concluded between the Client and Société Générale.

It is hereby recalled that the Client may also terminate a Specific Agreement in accordance with the terms described in the said

Specific Agreement, without prejudice to the continuation of the General Terms and Conditions and other Specific Agreements.



#### 19. UNFORESEEABILITY

The Parties agree to assume the risk of occurrence of any unforeseeable change of circumstances which would render the performance of their contractual obligations excessively onerous.

Consequently, the Parties agree to exclude, as necessary, the application of the provisions of Article 1195 of the French Civil Code to the obligations incumbent on them pursuant to these General Terms and Conditions, any Specific Agreements entered into and any transactions, past or future, carried out by way of application of these.

They thus waive the right to assert the provisions of this article in any form.

## 20. NON-WAIVER

Failure to exercise or the belated exercise of any right, power or privilege arising from the General Terms and Conditions and/or a Specific Agreement shall not constitute a waiver of the right, power or privilege in question.

#### 21. MISCELLANEOUS

If any of the provisions of the General Terms and Conditions or one of the Specific Agreements is considered to be null and void, the other provisions shall nevertheless retain their binding force and the General Terms and Conditions and/or the Specific Agreement in question shall be executed in part.

## 22. CLAIMS

Société Générale shall make every effort to provide its Clients with the best possible quality of service. However, if difficulties arise in connection with the Services, Société Générale has implemented internal procedures to facilitate the management of complaints. The Client may contact the Client Relations Department (Service Relations Clientèle) using the contact details on the Myspace website if they have access to this or, otherwise, by submitting an e-mail to the following address: <a href="list.par-compliance-fic@sgcib.com">list.par-compliance-fic@sgcib.com</a>

Société Générale undertakes to acknowledge receipt of the complaint within 10 business days and to respond to the Client within at most 2 months. Details of the complaints management procedures are available on the website <a href="https://cib.societegenerale.com/en/who-are/compliance-regulatory-information/useful-information/client-claim/">https://cib.societegenerale.com/en/who-are/compliance-regulatory-information/useful-information/client-claim/</a>

## 23. MEDIATION

The Mediator may be chosen once the Client has contacted the Client Relations Department or, in the event that Société Générale does not respond, after a period of two months. This mediation procedure shall be free of charge.

For this purpose, the Société Générale Mediation Charter shall be applied, being included in the general terms and conditions of operation of the current account, provided to the Client when the account was opened and which is available at all times on request.

## 24. ENTRY INTO EFFECT

The Client acknowledges that the placing of an order on the date specified in the notification email of these General Terms and Conditions shall constitute acceptance of these General Terms and Conditions.

## 25. NOTIFICATION

Any notification or communication between Société Générale and the Client shall be made via the Myspace website if the Client has access to this site, or by sending an e-mail, which, (i) if Société Générale is the recipient, must be sent by the Client to the following address: svp.salledesmarches@sgcib.com, (ii) if the



Client is the recipient, it shall be sent by Société Générale to the Client's e-mail address, which the latter has notified to Société Générale, either at the time of the new relationship or at a later date (if a change of email address has occurred since the beginning of the relationship).

The proof of exchanges between Société Générale and the Client shall be provided by any means, bearing in mind that each Party shall keep a record of exchanges and shall retain these for the period contractually agreed between the Parties, or in the absence of a formal agreement, for the period provided by the regulations in effect.

## 26. ELECTRONIC SIGNATURE OF THE GENERAL TERMS AND CONDITIONS FOR CLIENTS WITH ACCESS TO MYSPACE

If the Client has access to the Myspace site, the General Terms and Conditions shall be signed electronically by the Client, represented by its duly authorised representative, and by Société Générale, in accordance with Articles 1366 et seq. of the French Civil Code.

## 27. ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS FOR EXISTING CLIENTS WITHOUT ACCESS TO MYSPACE

In the event that the Client does not have access to Myspace (in principle, if the Client has already placed orders or entered into transactions with Société Générale on the date of publication of these General Terms and Conditions), the continuation of the relationship between the Client and Société Générale after the submission of new orders or the conclusion of new transactions starting from the date mentioned in the notification to the Client of these General Terms and Conditions shall constitute acceptance of the said General Terms and Conditions, which shall be deemed to supersede all previous General Terms and Conditions (or "Terms of Business"), including for ongoing transactions.

## 28. LANGUAGES

Unless otherwise agreed by the Parties, the language of communication between the Client and Société Générale shall be French.

## 29. APPLICABLE LAW AND JURISDICTION

The law applicable to pre-contractual relations and to these General Terms and Conditions shall be French law. It is expressly agreed that in the absence of an amicable settlement, all disputes relating to these General Terms and Conditions (in particular as regards their validity, interpretation or performance) shall be subject to the jurisdiction of the Commercial Court of Paris.

## 30. FATCA

Pursuant to French regulations, Société Générale is obliged to identify clients who are US taxpayers, pursuant to the US FATCA (*Foreign Account Tax Compliance Act*), and their financial assets, for the purpose of reporting a set of information concerning these clients to the French tax authority, which shall itself forward them to the US tax authorities (*Internal Revenue Service "IRS"*).

In the same way, Société Générale is obliged to identify clients and their financial assets, were these clients are resident in countries participating in the common reporting standard (CRS) on automatic exchange of financial information (AEOI) for tax purposes (this OECD (Organisation for Economic Cooperation and Development) standard is also termed the CRS (Common Reporting Standard).

Information relating to these clients shall be forwarded by Société Générale to the French tax authorities, which shall in turn send them to the tax authorities of the country or countries of residence of the client participating in the automatic exchange of information.



Exhibit 1
Guarantees for deposits and financial instruments



## Please refer to the FGDR website: http://www.garantie desdepots.fr/

## SECURITIES GUARANTEE FIELD

## > The FGDR covers all securities and financial instruments:

- Securities or other financial instruments: shares, bonds, shares in SICAVs or mutual funds invested in an equity savings plan (PEA) or in a securities account;
- Certificate of deposit, negotiable debt security (TCN).

Note that the guarantee on securities is only triggered on two conditions:

- 1. securities have disappeared from the accounts;
- 2. the account-holding institution ceases making payments and shall not be entitled to return these securities or repay them.

## > FGDR SECURITIES COVER

- **Indemnified securities** up to €70,000 per Client and per establishment regardless of the currency in which the securities are denominated.
- The Cash associated with securities accounts are also compensated:
- > up to €70,000, if the cash account linked to the securities account is held by an investment firm and is denominated in € or in another EEA currency:
- > included in the amounts covered by the deposit guarantee of up to €100,000, if the institution account holder is a bank.



# General information on deposit protection - Standard form for information to be provided to depositors

GENERAL INFORMATION ON DEPOSIT PROTECTION	
Deposits held with [name of lending institution] are protected by:	Fonds de garantie des dépôts et de résolution (FGDR)
Coverage ceiling	€100,000 per depositor and per lending institution (1) [if applicable:] The following trade names form part of your lending institution [insert all trade names operating under the same licence]
If you have several accounts with the same lending institution:	All of your deposits registered in your accounts opened with the same lending institution within the scope of the guarantee are added together to determine the amount eligible for the guarantee; the compensation amount is capped at €100,000 [or currency] (1)
If you have a joint account with one or more other people:	The limit of €100,000 applies to each depositor separately. The balance of the joint account is divided between its joint holders; each party's share is added to their respective assets in order to calculate the guarantee ceiling which applies to it (2)
Other special cases	See note (2)
Compensation period in the event of default by the lending institution:	Seven business days (3)
Currency of compensation:	Euros
Contact:	Fonds de garantie des dépôts et de résolution (FGDR) 65, rue de la Victoire, 75009 Paris Telephone: 01-58-18-38-08 E-mail: contact@garantiedesdepots.fr
Further information:	Please refer to the FGDR website: <a href="http://www.garantiedesdepots.fr/">http://www.garantiedesdepots.fr/</a>
Acknowledgement of receipt by the depositor: (5)	Date://

## General information on the protection of financial instruments

Supplementary information: (1) General protection limit: If a deposit is unavailable because a lending institution is unable to meet its financial obligations, depositors are compensated through a deposit quarantee scheme. Compensation is capped at €100.000 per person and per lending institution. This means that all accounts payable to the same lending institution are added together in order to determine the amount eligible for the quarantee (subject to the application of the legal or contractual provisions relating to offsetting with its accounts receivable). The compensation ceiling shall be applied to this total. The deposits and persons eligible for this quarantee are mentioned in Article L. 312-4-1 of the French Monetary and Financial Code (for clarifications on this point, see the website of the Deposit Guarantee and Resolution Fund). For example, if a Client holds an eligible savings account (excluding 'Livret A', sustainable development savings account and the popular savings account) with a balance of €90,000 and a current account with a balance of €20,000, compensation shall be capped at €100,000. This method shall also apply when a lending institution operates under multiple trademarks. [insert the name of the lending institution which has accepted the deposit] also operates under the following name(s): [insert all other trade names of the relevant lending institution]. This means that all of the deposits of the same person accepted under these commercial brands shall benefit from maximum compensation of €100,000. (2) Principal special cases: Joint accounts are divided between joint holders in equal shares, unless otherwise stipulated in the contract. The portion attributable to each of them shall be



added to their own accounts or deposits, with this total benefiting from the guarantee for up to €100,000. Accounts to which at least two persons have rights in their capacity as undivided co-owner, partner of a company, member of an association or any similar group without a legal personality, shall be grouped together and treated as having been operated by a single depositor separate from the undivided co-owners or shareholders. Accounts belonging to an individual limited liability entrepreneur (EIRL), opened in order to allocate the assets and bank deposits of his or her professional activity, shall be grouped together and treated as having been opened by a single depositor separate from the other accounts of this person. The amounts recorded in Livret A accounts, sustainable development savings accounts (LDD) and popular savings accounts (LEP) shall be guaranteed independently of the cumulative ceiling of €100,000 applicable to other accounts. This guarantee shall cover the amounts deposited in all these savings accounts for the same holder as well as the interest relating to these amounts up to a limit of €100,000 (for further information see the website of the Deposit Guarantee and Resolution Fund). For example, if a Client holds a Livret A and an LDD with a total balance of €30,000 and a current account with a balance of €90,000, they will be compensated, on the one hand, for €30,000 for their savings accounts and, on the other hand, for €90,000 for their current account. Certain deposits of an exceptional nature (amount deriving from a property transaction carried out on a residential property belonging to the depositor; amount constituting the capital compensation for a loss suffered by the depositor; amount constituting the capital payment of a retirement benefit or inheritance) shall benefit from an increase in the quarantee over €100,000 for a limited period following their receipt (for any clarification on this point, see the website of the Deposit Guarantee and Resolution Fund). (3) Compensation: The Deposit Guarantee and Resolution Fund shall provide compensation to depositors and to the beneficiaries of the quarantee, for the deposits covered by the quarantee, seven business days after the date on which the French Prudential Supervisory and Resolution Authority observes the unavailability of the deposits of the member institution pursuant to the first paragraph of I of Article L. 312-5 of the French Monetary and Financial Code. This period of seven business days shall apply from 1 June 2016 onwards until that date, this period shall be twenty business days. This period relates to compensation which does not involve any specific processing or additional information required to determine the amount of compensation or to identify the depositor. If special processing or additional information is required, compensation shall be paid as soon as possible. The deposit guarantee and resolution fund shall make available:

- either by forwarding a registered letter with notice of receipt;
- or by placing the necessary information online on a secure website, opened specifically for this purpose by the Fund and accessible from its official website (see below), in order to allow the beneficiary to disclose the new bank account to which it wishes the compensation to be paid to it by bank transfer.
- (4) Other significant information: The general principle is that all clients, whether individuals or companies, whether their accounts are opened in a personal or in a professional capacity, are covered by the FGDR. The exceptions applicable to certain deposits or certain products are indicated on the FGDR website. Your lending institution shall inform you on request whether its products are guaranteed or not. If a deposit is guaranteed, the lending institution shall also con firm this on the account statement sent periodically and at least once a year.
- (5) Acknowledgement of receipt: When this form is attached to or incorporated into the general terms and conditions or into the special terms and conditions of the draft contract or agreement, notice of receipt shall be given on the occasion of signing of the agreement. No acknowledgement of receipt shall be given in the annual submission of the form after the conclusion of the contract or agreement.

