

## MultiLine Agreement

Between BGL BNP Paribas, here after "the Bank", and

Name and address:
-------------------

Basic account:
----------------

here after "the Customer".  
And together, "the Parties".

### Preamble

Whereas the MultiLine software application allows the Customer to exchange information and transfer orders with the Bank via a central platform currently hosted by SIX Payment Services (Europe) S.A..

Whereas the security of the MultiLine software application is currently ensured by LuxTrust.

The following has been agreed:

### Article 1 - DEFINITIONS

For the purposes of this agreement:

"MultiLine application" means all the fixed and technical infrastructures necessary or useful for the proper functioning of MultiLine.

"User(s)" means the natural person(s) specified and authorised by the Customer in the Appendix hereto.

"SIX Payment Services (Europe) S.A." (a Luxembourg-registered Financial Sector Professional) hosts the MultiLine central platform.

"LuxTrust" (LuxTrust S.A.) provides highly secure electronic certification services to authenticate Internet or Intranet Users and legally valid electronic signatures.

"Electronic certificate" is the file signed by LuxTrust that can be used for applications other than MultiLine and that contains User information, including the User's public key.

"Private certificate" is the certificate issued in the User's name that can be revoked by the User and according to the procedures provided by LuxTrust.

"Professional certificate" is the certificate issued in the User's name with the Customer's authorisation and in association with the Customer's name. Unlike the private certificate, this certificate may be revoked by both the User and the Customer, as well as in accordance with the procedures implemented by LuxTrust.

"Pseudonym certificate" is the certificate issued in the User's name that does not reveal his identity.

"Means of authentication" are the electronic means (i.e. the LuxTrust certificate) allowing the Customer or the User to access MultiLine.

"Electronic signature" is the signature permitting the User (having signatory power) to approve transactions after he has been authenticated in MultiLine.

"Multiline" is the web-based multibanking service that allows information and transfer orders to be communicated between the Customer and the Bank via a central platform.

"JPEG" is the image showing the summary of the payment order file transmitted for execution by the Bank on the Customer's behalf.

## ARTICLE 2 – PURPOSE AND SCOPE OF THE AGREEMENT

This agreement sets forth the terms, conditions and procedures governing how the Bank is to provide the MultiLine service, how the Customer is to use the MultiLine service, and how the Customer and the Bank are to be connected by the MultiLine service.

The General Terms and Conditions of the Bank are applicable to any order transmitted via MultiLine, unless an explicit exemption is provided in this agreement or its appendices (together hereafter "the Agreement").

## ARTICLE 3 – USERS

Access to the Bank's MultiLine service is subject to the signature of the Agreement.

The Agreement "Account Management" and "User List", duly completed and signed by the Customer, shall represent a power of attorney given by the Customer to the User to manage via MultiLine the account(s) designated in the appendix.

In these appendices, the Customer specifies the Users, their powers, and the account(s) on which they may exercise their rights.

The Customer may grant all or some of the following rights/profiles to the User(s) of its choice:

1. The right to check the balances and/or the transactions on the account(s) designated in the Agreement appendix and chosen by the Customer (consulting rights).
2. The right to encode orders on MultiLine, to transfer files from and to MultiLine, and to display their contents on the account(s) chosen by the Customer (advanced rights).
3. The right to sign orders in the name and on behalf of the Customer on the account(s) chosen by the Customer (signing rights).
4. The right to grant consulting rights and/or advanced rights in the name and on behalf of the Customer to one or more Users (CAU profile).

The Customer's attention is drawn to the CAU profile, which allows a User with this profile to modify the Users chosen by the Customer and to designate other Users having the right to check and/or encode orders on the account(s) chosen by the Customer.

The Customer acknowledges that it will be solely responsible for the access and rights that it or its CAU User grants or will grant on its account(s).

The Customer also acknowledges that the User will be identified in MultiLine only by his certificate number. It will therefore make sure that the certificate number of the User to whom it wishes to give access and rights on one of its accounts is correct before communicating the number to the Bank.

If there is a discrepancy between the certificate number communicated to the Bank and the real identity of the certificate holder, the Customer will be solely responsible for any consequences of this discrepancy.

## ARTICLE 4 - OBLIGATIONS OF THE PARTIES

### 4.1 Obligations of the Bank

#### 4.1.1. Execution of orders

Unless there is an agreement between the Parties to the contrary, the Customer authorises the Bank to execute all orders transmitted to the Bank on the Customer's behalf if they bear the valid signature of the Customer and/or its Users, in accordance with the rules for granting rights set forth in the Appendix to the Agreement.

Subject to Article 4.1.3 of the Agreement, only the rights in effect on the date the order is transmitted via MultiLine will be recognised.

In all cases, it is assumed that orders received by the Bank have been transmitted by or in the name and on behalf of the Customer.

Payment orders transmitted after the cut-off time indicated in the Bank's list of rates or on a non-working day are considered received by the Bank on the first working day thereafter.

#### 4.1.2. Electronic signature

Transactions performed via MultiLine under this Agreement are signed electronically using a LuxTrust certificate, which is recognised by the Parties as having the same probative value as a handwritten signature.

The integrity of orders is guaranteed by the authentication of the data's origin and the encoding of the transfer between SIX Payment Services (Europe) S.A. and the Bank. The authenticity, completeness and confidentiality of orders are ensured with the LuxTrust security system.

The Customer expressly acknowledges that the signature on the JPEG showing the payment order to be transmitted to the MultiLine platform has the same validity as the Customer's signature on the related payment order file(s).

#### 4.1.3. Revocation and modification of the rules for granting rights and/or professional certificates

Generally speaking, the Customer may revoke/modify Users and/or their rights by changing the rules defined in the Appendix to the Agreement.

These changes will not be binding on the Bank until it has received written notification, duly signed by the Customer, concerning the revocation or modification.

The Customer may also block MultiLine access to a User by revoking his professional certificate with LuxTrust according to the procedures and within the time period specified by LuxTrust.

Until the certificate has in fact been revoked, the Customer is solely responsible for the use of this certificate.

The revocation of the certificate blocks the User's access to MultiLine but does not affect any other rights or powers that the User may have in the Bank.

#### 4.1.4. Helpdesk

In the event of a problem, the Customer may consult the MultiLine FAQ at [www.multiline.lu](http://www.multiline.lu) at any time.

If the problem persists, the Helpdesk may be contacted by email at [helpdesk@multiline.lu](mailto:helpdesk@multiline.lu) and also by telephone, Monday to Friday, from 8 am to 6 pm, and on Saturday, from 9 am to 1 pm through SIX Payment Services (Europe) S.A. (Tel.: +352 26 588 – 588). This service is provided only for technical problems strictly related to the MultiLine software application. SIX Payment Services (Europe) S.A. supplies Customer support for the software and answers questions related to the configuration required to install this new software solution. Problems that the Customer encounters related to its hardware (computer, modem/ADSL router) and/or software (operating system, browser, firewall, virus protection) are not covered by this service.

Customers' questions concerning LuxTrust hardware and/or software components will be dealt with directly by the LuxTrust helpdesk. For more information, the Customer should visit the LuxTrust website at [www.multiline.lu](http://www.multiline.lu).

Questions concerning the Agreement should be addressed directly to the Bank.

#### 4.1.5. Liability of the Bank

Under no circumstances shall the Bank be held liable for any malfunction of MultiLine attributable to the Internet, SIX Payment Services (Europe) S.A., LuxTrust (notably in the event that MultiLine service is interrupted because of the revocation or suspension of certificates by LuxTrust), the communications networks, or, in general, to any cause not directly attributable to the Bank. (This also applies to the Customer's computer hardware, as mentioned in Article 4.2.3). To the extent possible, the Bank will advise the Customer in advance of any interruption of service.

The Bank is not liable for errors that appear in the information that the Bank obtains from third parties and supplies without modification to the Customer via MultiLine.

The Bank reserves the right to make any changes to the services delivered via MultiLine that prove necessary or useful to the proper functioning or security of MultiLine, with the Customer having no right to make claims for any damages resulting from the interruption of MultiLine services.

In all cases where the Bank would be liable, its liability is limited to the real and direct damages suffered by the Customer. In no circumstances does it extend to indirect and/or derived damages such as possible losses that could have been prevented or the loss of profits.

## 4.2 Customer and User Obligations

### 4.2.1. Use of MultiLine

The Customer undertakes to use the MultiLine service in a responsible manner and according to the instructions published online at [www.multiline.lu](http://www.multiline.lu).

In particular, the Customer acknowledges that it has been informed that MultiLine is intended for professional account management, and it undertakes not to use it for any other purpose.

The Customer undertakes to keep its Users informed of all obligations that it has contracted or will contract under the Agreement. It also undertakes to see that Users respect these obligations, and it is responsible vis-à-vis the Bank for seeing that these obligations are respected.

All transactions/orders requested in accordance with the Agreement are binding on the Customer.

In particular, the Bank is not required to verify that the beneficiary of a payment order matches the indicated account number. The Bank looks only at the account number.

#### 4.2.2. Security and authentication

The means of authentication are personal and non-transferable.

The Customer shall take all necessary steps to prevent unauthorised persons from knowing the means of authentication, the parameters, and the authentication and signature procedures. It is recommended that the Customer keep the means of authentication in a safe place or places not accessible to the public and that the PIN codes not be written down.

Except in the case of gross misconduct by the Bank, the Customer is solely liable for all consequences, direct and indirect, resulting from faulty, improper or fraudulent use of the means of authentication.

In the event that a loss, theft or fraudulent use of the means of authentication is observed or simply suspected, the Customer or the User must inform the Bank immediately and have LuxTrust revoke the certificate. Until the certificate is in fact revoked, the Customer is fully and unconditionally liable for any use of the means of authentication.

If the certificate is revoked, the Customer is informed, first, that the User must have a new certificate number issued to him by LuxTrust in order to use MultiLine again, and second, that a new Appendix to the Agreement for the User in question will have to be concluded with the Bank to take account of the new certificate number.

The same is true if the User neglects to renew his certificate before its expiration date, since failure to renew the certificate will result in its revocation.

#### 4.2.3. Computer hardware

The Customer shall pay all the costs of acquiring, installing and operating the information and telecommunications systems as well as the costs of the online transmission service and the means of authentication.

The Customer is advised to have an ADSL broadband Internet connection. In addition, it is recommended that the Customer consult the technical specifications published online at [www.multiline.lu](http://www.multiline.lu), where said Customer will find information about the configuration that will permit optimal use of MultiLine. The installation of the LuxTrust components is a prerequisite.

The Customer and the User shall make sure that the computer they use to connect to MultiLine does not contain any malicious programs (viruses, Trojan horses, etc.). In all cases, the Customer is solely responsible for the integrity and proper functioning of the said computer hardware as well as the choice of Internet service provider.

### ARTICLE 5 - RATES, COMMISSIONS AND CHARGES

The Bank will apply the commissions and charges for transactions according to the Bank's rates at the time.

### ARTICLE 6 – PROOF

Any order arriving at the Bank via MultiLine that has been issued according to the rules on rights defined in the Appendix to the Agreement and with the means of authentication having been correctly used is assumed to come from the Customer. The correct use of the means of authentication constitutes irrefutable, full and valid proof of the User's identity and the electronic signature appended by the User constitutes irrefutable, full and valid proof that he has approved the order received by the Bank.

The Bank and the Customer agree that the computerised records of the Bank, regardless of the medium, constituted a probative and sufficient proof of the User's identity, the content, and execution procedures of the orders transmitted by the User.

### ARTICLE 7 – ACCOUNT STATEMENTS

The Customer periodically receives a summary of the transactions performed on its account statements from the Bank.

The Customer must indicate any transactions that it questions to the Bank. Unless the Customer sends a written complaint to the Bank in accordance with the General Terms and Conditions of the Bank, the information on the account statements is considered to be correct and approved by the Customer.

#### ARTICLE 8 – AMENDING THE AGREEMENT

The Bank can unilaterally amend the terms and conditions of the Agreement at any time provided that the Customer is notified of the amendments two months in advance.

Unless the Customer notifies the Bank that it does not accept the new terms and conditions, the Customer is considered to have accepted them once the notification period has ended.

In the event the Customer is not in agreement, it may cancel the Agreement immediately and at no expense during the said notification period.

#### ARTICLE 9 – DATA PROTECTION

The launch of the MultiLine service requires the Bank to process the personal data of its clients and users in order to manage access to the MultiLine Service, manage accounts and transactions, and check conformity.

This data is processed by the Bank in accordance with applicable data protection laws and regulations, and the Bank's General Terms and Conditions. Processing methods are described in the Data Protection Notice available on the Bank's website since 25 May 2018.

#### ARTICLE 10 – TERM , INTERRUPTION AND TERMINATION OF THE AGREEMENT

The Agreement is concluded for an indefinite term beginning on the date it is signed.

The Customer may terminate the Agreement at any time by sending a registered letter giving the Bank one month's notice.

The Bank may terminate the Agreement at any time by giving the Customer two months' notice.

Moreover, in the event that either Party has undergone or is undergoing liquidation (bankruptcy, personal insolvency or similar procedures), the Agreement may be cancelled automatically, effective immediately. The Agreement is cancelled simply by written notification, without prejudice to other available recourse.

The Bank also reserves the right to terminate or interrupt the Agreement either partially or totally, immediately and without prior notification, for justified reasons and in particular:

- if the Customer's accounts are liquidated or frozen or if the Customer does not respect its legal, regulatory or contractual obligations with regard to the services provided.
- if the Bank judges that it is useful or necessary for the security of the system or to protect the Customer or the Bank's interests.
- if the Customer advises the Bank of a (risk of) misuse or illegal use of the services provided with MultiLine or the means of authentication.
- if fraud or misuse by the Customer or one of its Users is observed, or if there is a strong presumption of fraud or misuse.
- if the Bank is obliged to do so by an authority.
- if maintenance, upgrading or repair work requires it.

## ARTICLE 11 – FINAL PROVISIONS

The Agreement is governed by Luxembourg law.

The tribunals of the Grand Duchy of Luxembourg shall have sole jurisdiction in the event of a dispute between the Customer and the Bank. However, the Bank is authorised to take the dispute before any other tribunal that would normally have jurisdiction with respect to the Customer if the preceding jurisdiction were not chosen.

Done in two copies, with each party acknowledging that it has received a copy.

,  
Signature(s) of the Customer(s)

BGL BNP Paribas