

Mizuho Bank, Ltd.
Paris Branch

Current Account Agreement

(applicable as at 1st of January 2021)

This English translation is for information purposes only. The French version is the only contractual document

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This agreement is concluded for an undetermined duration. Its purpose is to set forth the terms of operation of the current account and to state the rights and obligations of **the Client** and of **Mizuho Bank, Ltd., Paris Branch**, a limited company incorporated under Japanese law, in the person of its Paris Branch, located at Washington Plaza, 40, rue Washington, 75408 Paris Cedex 08, telephone 01.53.83.40.00, fax 01.53.83.40.10 registered at the Trade and Companies Registry of Paris under n° **B 326 594 660** (hereinafter “**the Bank**”).

Mizuho Bank Ltd. Paris Branch is an authorized bank by “Autorité de Contrôle Prudentiel et de Résolution” identified by Bank Code 18529 and Swift Identifier (BIC) MHCBFRRP.

The list of the authorized financial institutions is available on the following website:

<https://www.regafi.fr/>

1. DEFINITIONS

The terms and expressions set out below shall have the following meanings when used herein:

- “**General Terms**” means the conditions as to price of the services offered by the Bank which are in force on the date of execution hereof, as the same may be supplemented, updated or amended by the Bank in accordance with the provisions hereof.
- “**Particular Terms**” means, as applicable, the conditions as to price which are not included in the *General Terms* in respect of the services offered by the Bank, which are in force on the date of execution hereof, as the same may be supplemented, updated or amended by the Bank in accordance with the provisions hereof.
- “**Special Terms**” means the agreements entered into between the Bank and the Client relating to the provision of special services, as the same may be supplemented, updated or amended by the Bank in accordance with the provisions thereof.

2. OPENING THE ACCOUNT

2.1. Formalities

The Client provides the Bank with the supporting documents which prove its identity in accordance with the provisions which are in force.

The legal representative of the Client provides to the Bank an up-to-date extract of the Trade and Companies Registry less than three months old, a certified copy of the articles of association as well as a valid tax form.

In case the customer is not incorporated in a commercial form, in addition of the articles of association, the Bank asks for an official document proving the existence of the legal entity.

The Bank obtains a specimen signature from the account-holder and, if applicable, of the proxy(s) which must also provide evidence of his (their) identity and domicile.

If a physical person owns, in full or in a significant part, or controls, directly or indirectly, the Client, the Bank could designate this person, or by default the legal representative of the Client, as beneficial owner. As a result, the beneficial owner so designated should provide evidence of his/her identity and domicile, and, if relevant, his/her source of wealth and revenues.

The proxy may also receive a general power of attorney which authorises him to effect any transactions in respect of the current account or a special power of attorney which

only authorises him to effect the transactions named therein.

The opening of the account and the information related with the identity and domicile of the legal representative, proxies and beneficial owner will be declared to the French Tax Administration as required by the regulation.

2.2. Powers of attorney

The company's legal representative(s) may give power of attorney to one or several proxy(s) to act on their behalf.

The transactions effected by each proxy are fully binding upon the Client.

The opening of the account will be declared to the tax authorities in accordance with the legal provisions which are in force.

The powers of the proxy(s) remain valid until the notification to the Bank of their revocation or modification.

3. OPERATION OF THE CURRENT ACCOUNT

The Client agrees with the Bank that all their mutual debts arising from transactions of a general nature which the two parties may jointly effect, including signed undertakings agreed by the Bank (guarantees, sureties, documentary credits ...) will be placed in one unique current account, irrespective of the currency in which the said transactions are effected.

If the said debts are accounted for in separate accounts, the said accounts will be deemed to be sections of the unique current account and will form an indivisible whole, irrespective of the currencies in which the debts are drawn up.

However, any account whose nature or whose governing rules require that it be held separately or any account or debt which the Bank and the Client agree to exclude from the unique current account will not be placed in the unique current account.

The following items will also be excluded from the unique current account:

- unpaid bills or cheques for which the Bank is bearer, and
- transactions and debts which are secured by liens, guarantees or sureties in favour of the Bank, for which the related entries may also be registered in special accounts, notwithstanding their possible prior debit entry in the ordinary account as a result of the computer processing systems.

Thus, in the event of the entering of a bill or a cheque in a special account for unpaid debts, the Bank retains the right to endorse back at any later time the amount of the said bill or

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cheque, by exercising its right of recourse against the signatory or, if applicable, its right under the discount agreement.

Any credit transaction effected by the Bank which is documented by a credit entry in the account will not result in the novation of the contractual relations linked to the said transaction and in particular any liens, guarantees or sureties relating to the said transaction.

Subject to the aforementioned exceptions, the entry of the debts in the current account will be effective as from the execution of the transactions which create the said debts, irrespective of the date when they are entered in the account.

Certain, liquid and due debts will form part of the provisional available balance of the current account as from their entry in the account.

Debts which do not have the above three characteristics, for example those resulting from signed undertakings agreed by the Bank, will be entered in the account's deferred balance.

They will only form part of the provisional available balance when they become certain, liquid and due.

In the event that, for ease of entry-making, several accounts are opened in the Client's name, irrespective of the currency in which the said accounts are held, the transactions contained in the said various accounts will be deemed to be part of the unique current account. The balances of the said various accounts may be merged at any time and may be offset in order to determine a unique balance.

The Bank may, without the need for any prior formalities or the need to close the account, seek the repayment of any provisional or final debit balance.

It is expressly agreed that the Bank will retain as security for the balance of the current account, although no novation can be claimed against it in this regard, the benefit of the special guarantees relating to each of the items entered in the account, such as pledges and liens, guarantees and sureties, possessory liens and recourse actions.

The closing of the account will result in a due and payable balance which will only become final after liquidation of the ongoing transactions and the expiry of the signed undertakings agreed by the Bank.

4. CURRENT ACCOUNT RELATED INFORMATION

4.1. Statement of account

In order to facilitate the monitoring of debits and credits, the Bank provides a statement of account to the Customer.

The statement of account (or extract of account) drawn up by the Bank includes all the transactions which have occurred between it and the Client. It is sent on a monthly basis unless the Client makes an alternative special request.

In relation to each transaction, the statement will note the date thereof and any value date, if applicable, (the value dates are stated in the *General Terms* in force).

Upon receipt of each statement, the Client may request any explanation it desires from the Bank. It undertakes to check the accuracy of the transactions referred to in each statement and, within a period of thirty (30) days from the date on which they were drawn up, to make any appropriate comments to the Bank. If no comments are made within the

said period, the statement is deemed to have been approved by the Client.

The Bank's entries are evidence for the Client's purposes of the situation of the account and of the transactions entered in the said account.

4.2. Notice of communication

Statement of accounts and current account related evidences are communicated by email. In this regard, the Client provides to the Bank a professional email address related to the individual or group of individuals habilitated to receive such communications.

Promptly upon changing its contact details, the Client commits to inform the Bank without any further delay.

4.3. Electronic signature

The Bank and the Client can agree by any mean about the modalities of electronic signature they intend to implement for the exchange of any consent or document which requires a signature. To the extent the modalities of electronic signature are validly settled between them, any agreement or document received by one or the other parties in compliance with these modalities shall be considered by the receiving party as valid and having the same value as a signed original.

4.4. Retention of documents

Statement of accounts and current account related evidences are retained by the Bank for a period of 10 years. The Customer may ask for investigation under the conditions set in the *General Conditions*.

5. CHEQUES AND LEGISLATION RELATING TO UNCOVERED CHEQUES

5.1. Issue of cheques form

The Bank provides the Client at the latter's request with cheque forms, after having checked by means of consulting the file held by the French Central Bank that the Client is not subject to a prohibition on issuing cheques. Even if the Client is not included on the list of prohibited persons, the Bank may at its discretion decide not to provide it with chequebooks. The Bank may moreover ask the Client at any time to return the cheque forms which it has in its possession.

The chequebooks are delivered at the branch office or sent to the Client's address in accordance with the choice made by the latter. In each case the cost of sending the chequebooks will be invoiced to the Client in accordance with the *General Terms*.

The issued cheque forms are drawn up in ready-crossed format and are only endorsable in favour of a bank or similar institution.

The Client undertakes only to issue cheques by means of the forms provided to it by the Bank, in accordance with the applicable rules.

As of the 1st of January 2021, the Bank is not providing new clients with chequebooks and is not providing anymore services of cheques collection, a new client being the client who asks for the opening of a first current account after this last date.

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5.2. Legislation relating to uncovered cheques

- Existence of funds

The Client must ensure, before issuing a cheque, that it has sufficient available funds on the account and to maintain the amount until the cheque has been presented for payment, during the period of validity of the said cheque, which is limited to one year and eight days from its issuing date.

The funds are made up of available sums which are credited to the account, together with the amount of any authorised overdraft or cash facilities granted by the Bank.

- Finding and effect of insufficient funds

In the event of a lack of funds or if the funds shown on the account are not sufficient to enable the cheque to be paid, the Bank may refuse to pay it. The Bank will endeavour to remind the account-holder by letter, telephone call or by any other appropriate means of the need to transfer funds to the account immediately, in order to avoid the cheque being refused and the resulting consequences thereof.

If no amicable solution can be reached, and if the Bank is forced to refuse a cheque on the principal ground that there were no or insufficient funds, it will send the account-holder a registered letter with return receipt, enjoining it not to issue any cheque for a period of five (5) years and to return all the cheque forms in its possession. The prohibition against issuing cheques is recorded on the National File of Unauthorised Cheques kept by the French Central Bank as well as the Central File of Cheques kept by the French Central Bank. The account-holder does, however, continue to have a chance of recovering the right to issue cheques, if it resolves the incident, either by paying the beneficiary directly and providing evidence of the said payment by delivery of the cheque to the Bank, or by providing blocked funds which are allocated for the payment of cheques for a period of one year, or by noting that the cheque was paid when presented again, such presentation to be notified to the Bank.

6. LINES OF CREDIT

6.1. Overdraft

6.1.1. General provisions

In principle, there must always be a credit balance on the account. However, in certain circumstances and within the limits set and notified by the Bank, the latter may grant an authorised overdraft. The mere fact of exceeding the authorised overdraft cannot be deemed to be an agreement by the Bank to increase the agreed limit and, consequently, should be resolved forthwith. Any exceeding of the overdraft limit may give rise to receipt of a fee consisting of an increase in the nominal interest rate.

It is also agreed that the allocation of a guarantee and/or a surety paid into the balance of the current account when it is closed cannot itself be deemed to be a grant of an overdraft by the Bank.

In the event of an authorised or unauthorised overdraft, the Bank receives interest at the agreed nominal rate. The said interest is calculated on the account's daily balance on the value date and on the fixed annual basis

of a 360-day year, in accordance with the following mathematical formula:

$$\frac{N. \times T.}{360 \times 100}$$

a formula in which:

N. (in French, "nombres débiteurs") is the total of the debit balances on the value date multiplied by the period thereof in days; and

T. is the agreed nominal interest rate.

In addition, any commission relating to the overdraft will be added to the said interest, such as the highest overdraft commission calculated on the highest overdraft amount in each month on the value date and the debit turnover commission.

The said commissions are received at the same time as the debit interest on each periodic capitalisation statement unless provided otherwise in the agreement.

The total cost of the overdraft, including first the interest and second the highest overdraft commission, is expressed in the form of an annual percentage rate ("APR", in French "TEG" or "Taux Effectif Global"). The said annual percentage rate is calculated on the basis of a 365-day or 366-day year in a leap year and will be noted on each statement of charges sent to the Client at the time of each periodic capitalisation statement.

6.1.2. Contractual interest rate

The nominal rate of debit interest is equal to a variable reference rate, which is the Bank's base rate or a market rate, increased by a certain number of basis points in accordance with the relevant type of transaction, as provided in the *General Terms* or in any special agreement entered into between the Client and the Bank. The nominal rate of debit interest is noted on the capitalisation statement. The details of the related fees and costs, together with the APR are noted on the statement of charges (in French "ticket d'agios").

The *General Terms* hereof state the agreed nominal interest rate, calculated on the basis of a 360-day year. The Bank provided on the date of execution of this current account agreement examples of the calculation of the APR for the various services offered hereunder.

The Bank will notify the Client of each change of the rate charged to the client by a reference made to the capitalisation statement.

6.1.3. Amendment of the General Terms and the Special Terms

The Bank will moreover have the right to amend the financial terms which apply hereto (inter alia: replacement of the reference rate, amendment of the number of basis points, receipt or substitution of a new fee related to interest) as provided for in the *General Terms* or, if applicable, in the *Special Terms*. As from the Bank prior notice by letter to the Client, the Client will have a period of fifteen (15) days within which to indicate its refusal, if applicable. The refusal to accept the amendment of the *General Terms* or any *Special Terms* will result, if applicable, in the termination of any authorised overdraft at the end of a period of sixty (60) days which will run with effect from the date when the aforementioned letter was sent. If the Client does not refuse within the aforementioned period, the Bank may consider that the Client has given its tacit agreement to the proposed amendment which will apply to the Client.

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6.2. Discounting

Discounting transactions may be effected after a specific agreement has been entered into, in the form of discounting of commercial paper, assignment of debts created abroad, assignments of receivables under the Dailly Act or other types of assignment.

6.3. Signed undertakings agreed by the Bank (guarantee, surety, documentary credit ...)

The Bank reserves the right to assess in advance the risk involved in any transaction considered individually and to refuse, at its discretion, to effect a transaction of such type.

The issue by the Bank of signed undertakings will be governed by the *Special Terms*.

6.4. Other credits

Any other credit granted by the Bank to the Client, in particular in the form of a revolving line of credit or a term loan which can be drawn down in Euros or in any other currency shall be subject to a specific agreement between the Bank and the Client contained in the *Special Terms*.

6.5. Unauthorised overdraft on an occasional and exceptional basis

The Bank may terminate without notice any credit which is tolerated on an occasional and exceptional basis.

6.6. Termination of credit lines

6.6.1. Termination without notice

The Bank will have the right to terminate the line of credit (overdraft, discounting or signed undertaking) automatically without having to comply with any notice period. It will notify the Client by any means, together with a written confirmation of the termination sent by registered letter with return receipt. The Bank will have the right to request the prepayment of any sums which have become due, in the following circumstances:

- seriously reprehensible conduct of the Client or unusual operation of the account;
- communication or provision of documents which turn out to be inaccurate, false or forged, in particular operational documents or documents relating to the balance sheet, statements of the discount of commercial bills or the assignment of trade debts;
- breach of a prohibition against issuing cheques;
- exceeding the overdraft authorisations granted, in a significant and repeated manner, notwithstanding the reminders and warnings issued by the Bank;
- the failure by the Client to provide security in the time limits provided;
- the situation of the Client being irretrievably jeopardised, in particular in the event of a suspension of business activity, compulsory liquidation, the complete disposal of the Client or the termination of the Client's business operations or the occurrence of any equivalent procedure in the country where the Client's registered office or its principal place of business is located.

6.6.2. Termination with notice

The Bank will have the right, without having to provide any reasons for its decision, to terminate the line of credit at any time and to request the prepayment of any sums

which have become due, subject to a notice period of sixty (60) days. The notice period starts to run from the date when the letter of termination is sent by the Bank.

7. PAYMENT SERVICES

7.1. Cheques collection

The Client may instruct the Bank to collect the cheques in its favour. To this effect it fills in a remitting slip, a copy of which is provided to it, bearing the name and account number and which is duly signed by an authorised person.

In this respect, the Client agrees to provide only cheques which are drawn up on a standard form.

The Bank, unless decided otherwise, credits the amount of the remittance to the Client's account, subject to the funds being cleared. The said amount becomes available after the expiry of the time limits for clearing the funds set forth in the *General Terms*, which have been brought to the attention of the Client.

7.2. Bank draft

The Client may request the issue of bank drafts.

7.3. Cash payments / Cash withdrawals

No withdrawal or remittance of cash may be effected by the Client with the Bank.

7.4. Transfers

7.4.1. Types of transfers

There are two types of transfers: SEPA Credit Transfers (SCT) or foreign transfers.

A transfer in euro currency between two banks located within SEPA area (member-States of European Economic Area plus Switzerland and Monaco) is denominated "SEPA Credit Transfer" and complies with SEPA standards.

A transfer in another currency, or coming from or going to a country outside the SEPA area is denominated "foreign transfer".

Unless application of a particular rule, there are both denominated hereafter "Transfers".

7.4.2. Transfers issued

The Bank executes the Client's orders insofar as funds are available.

The Bank may deem the bank account number of the beneficiary of the transfer (or IBAN, "International Bank Account Number") to be authentic, together with the identification number of its bank (BIC code or bank code and sort code, as applicable) stated on the transfer order sent by the Client and may not be held liable for any loss suffered by the Client as a result of the execution of a transfer effected on the basis of false or incomplete information provided by the Client.

7.4.3. Transfers received

In accordance with the applicable rules, it is noted that transfers received on behalf of the Client may be rejected, where the information relating to the principals is incomplete. The Bank may not be held liable for any loss suffered by the Client.

7.4.4. Permanent transfer order

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In addition to occasional transfer orders, the Client may sign a permanent order to transfer a certain sum on a regular basis.

The Bank's *General Terms* state the amount of the fees which may be due at the time of the said transactions.

7.5. SEPA Direct Debit

A SEPA Direct Debit (or "SDD") is a one-off or a recurrent direct debit, in euro currency, issued by a creditor according to a prior authorization of debit given by the debtor and formalized by a mandate. The accounts of both creditor and debtor are retained by banks located within SEPA area.

It is expressly agreed that the Client consents to the payment of any SEPA Direct Debit for which it has given to its creditor (the beneficiary) a properly filled in and signed mandate form. This mandate contains the SEPA creditor identification number (ICS) and the unique reference of the mandate (RUM).

The Client can revoke a standing SDD order at least at the end of the business day preceding the execution date of the next payment. This demand must contain the SEPA creditor identification number (ICS) and the unique reference (RUM) of the concerned mandate.

The Client can agree with the Bank to set up a SEPA Business-to-Business Direct Debit ("SDD B2B") solution. The Client signs then a separated agreement with the Bank.

7.6. Transactions in a currency different from the current account currency

In case of a debit or credit operation is presented in a currency different from the currency of the current account, the Bank will convert the amount in accordance with the *General Terms*.

8. SPECIAL EVENTS

8.1. Stopping a cheque

In the event that a cheque is lost, stolen or used fraudulently, or if the bearer is in administration or compulsory liquidation, the Client may stop the Bank from paying it. The instructions to the Bank will specify if they relate to cheque forms which have not yet been completed ("blank" forms) or a cheque issued for the benefit of a particular person.

It states the numbers and, if applicable, the amount and the name of the beneficiary. The instruction to stop the cheque can be sent by telephone or fax and shall be confirmed forthwith by letter. The Bank records the stop payment. If the stop payment relates to a cheque issued in favour of a beneficiary, the Bank will block the provision of funds. The Bank refuses stopped cheques which are presented to it for payment.

In case the bank cannot be reached, the Client may also directly declare the loss or the theft of the cheques by calling the following number: 08.92.68.32.08 at Centre National d'Appels Chèques perdus ou volés, which is a service from Banque de France operated on 24/7 and communicating the current account references. In such case the Client shall also call the Bank and confirm in writing as soon as practically possible.

Any stop payment of a cheque which is based on a ground other than those provided by law (namely the loss or theft of a cheque, the fraudulent use of a cheque, the administration or compulsory liquidation of the bearer of the cheque) or which is not confirmed in writing cannot be taken into consideration by the Bank.

8.2. Protests and other decisions

The Client releases the Bank from the need to make any protests for non-payment and to terminate any protests and to make any decisions not to accept or not to pay cheques within the legal time limits. It similarly releases it from any liability, whether for delay or failure to comply with the said formalities for the presentation of any bills, notes or cheques which bear its signature for any reason.

The beneficiary of an unpaid cheque may avail itself of a special recovery procedure by means of a certificate of non-payment issued by the drawer's bank. The Bank demands the certificate of non-payment at the Client's express request.

8.3. Seizure of funds and notice to third-party holder

The seizure of funds or notice to a third-party holder will apply to the credit balance of the account up to the amount of the notified debt (subject to ongoing transactions) on the day of its notification to the Bank. The Bank must comply with the said procedures. A processing fee is received by the Bank, the amount of which is set forth in the *General Terms*.

9. COMMERCIAL PAPER

9.1 Mechanism for acceptance

The Client undertakes, with regard to bills of exchange and promissory notes to use only standard printed forms. The Bank may send the bills of exchange which it has discounted to be accepted by the drawee: in the event of a refusal by the drawee or in the event of the failure to return the said bills thirty (30) days or more before the maturity date, the Bank may of its own volition endorse back the amount thereof to the Client's account without waiting for the maturity date and without having to draw up a protest, in consideration for the retrocession of the bank discounting charges calculated on a pro rata basis.

9.2 « Payment unless disputed » agreement

The Bank will pay bills of exchange (LCR) and promissory notes (BOR) domiciled on its books, subject to the existence of a provision the day of the term or the day of presentation of the commercial paper if this last date is later than the day of the term. As such, the Bank sends to the Client a few days before the term a statement of payable notes. The Client gives no instruction when it agrees for the payment. The Client gives a mandate to the Bank to pay automatically all commercial papers when due and presented for payment, and to reject all commercial papers expressly disputed by the Client in due time.

9.3 « Payment unless disputed » modalities

The Bank will send to the Client at the latest 4 days before the term, either by mail (dated as postmark), or by remote transmission, the statement of LCR to be settled.

The Client will verify the reality and the collectability of commercial papers which will be mentioned in this statement.

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In case of refusal from the Client to settle all or part the aforementioned commercial papers, the Client undertakes to inform the Bank at the latest the day before the term, by specifying the Bank those of commercial papers whose total or partial payment it refuses and for which motive, either in writing, in particular by sending back to the Bank the statement, or by remote transmission.

If so, the Bank will settle only the not controversial claims and will debit the Client's account of the relevant amount the day of the term. However, in case of insufficiency or of inexistence of provision on the Client's account, the Bank can reject the payment of the commercial paper, payment of which has been beforehand approved by the Client.

The Client refrains from disputing towards the Bank all the payments made on the basis of this mandate and agrees to settle directly with concerned third parties all the disputes which could be issued on this matter.

Commercial papers are legally under general applicable regulation and not under Payment Services Directive regulation, even though they are dematerialized in the course of their life cycle to facilitate their circulation and collection.

These provisions apply subject to any contrary provisions set forth in the *Special Terms* which will prevail in the event of conflict.

10. CONDITIONS FOR RECEPTION AND CANCELLATION OF ORDERS

10.1. Reception of orders

Orders are received either in writing or, in accordance with the terms, which have been mutually agreed, in computerised form, by electronic data transmission or other electronic means.

Orders are considered as received by the Bank and accepted in the day of the receipt of the order in writing or other means of transmission of orders, in computerised form, by electronic data transmission or other electronic means. If the date of receipt is not a business day for the Bank, orders are considered as received the next business day.

Deadlines for reception and execution of orders are defined in the General Conditions.

The Bank undertakes to execute orders in accordance with Client's instructions.

If any mistake occurs during the execution of the Client's order or in case of default of due authorization, the Client must inform the Bank as soon as possible and at the latest ten (10) working days after the date of account's debit.

The amount of non-authorized orders or executed orders by mistake by the Bank will be returned to the Client immediately.

10.2. Cancellation of orders

Orders cannot be cancelled by the Client once they have been received and executed by the Bank.

However, in the case that payment orders given in advance with a defined payment date, the orders can be cancelled by the end of the previous business day of the defined payment date at the latest. Cancellation orders must be

transmitted to the Bank in writing, unless the Client and the Bank are mutually agreed on other means.

10.3. Proof of orders

The Client is aware that the orders in relation with credit transfer, direct debit, promissory note, bill of exchange, guarantee, caution, documentary credit or any demand in relation with a credit (except in case of contrary provision within the credit agreement) transmitted to the Bank through an electronic mean such as an email, should be executed by the Bank without waiting for the reception of the original order.

The Client undertakes to take all the adequate measures to prior inform the Bank about the means of communication used, the names and contact details of the persons authorized to send orders on behalf of the Client, and, if relevant, the specimen and modalities of signatures used to that effect. The Client undertakes to inform the Bank without waiting of any change of any of this information.

As soon as an order or a demand is received by the Bank in compliance with the modalities detailed here above, after its normal due diligence, the Bank shall consider this order or demand received as an original.

The Client recognizes that the Bank could not be considered as responsible of any loss or damage incurred by it for any reason not imputable to the Bank, except fault or gross negligence.

11. ELECTRONIC BANKING SERVICES

The Bank is proposing to its clients an electronic banking service named « Mizuho Global e-Banking ». This service allows in particular the access by the Client to the payment accounts which it had previously indicated to the Bank, the initiation of payment order and, where necessary, the emission of bills of exchange, since an available interface via Internet.

The access to this service requires the preliminary signature by the Client of Special Terms, available in English language, integrating in particular the technical modalities of use and the adequate security measures which the Client will have to respect.

In case of conflict of interpretation, all the provisions of the present current account agreement applies first and foremost with regard to the provisions of these Special Terms.

12. SECURITY OF MEANS OF PAYMENT

The Client has a general duty of care to avoid the occurrence of any incident and undertakes to take all necessary precautions, and inter alia:

- to keep its means of payment in a safe place;
- to stop the payment of lost, stolen or forged means of payment immediately;
- to verify the operations booked on the account immediately upon reception of the account statement and advise the Bank without delay of any abnormal movement;
- To immediately warn the Bank in case of suspicion of fraud or known fraud or threats for the safety of its accounts or its means of payment.

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It releases the Bank from any liability for the payment of a mean of payment which bears a forged signature, which cannot be detected at first sight by any reasonably prudent person and which has not been stopped beforehand.

The Client undertakes to take all the necessary measures so that access rights or confidential access codes which are supplied to it by the Bank, in particular within the framework of an electronic banking service, remain secret. It remains completely responsible for the use which is made by its employees.

The Bank undertakes to assure a constant vigilance on the operations of the Client and to contact it without waiting since it would have suspicions on the lawfulness of an operation, in particular in case of supposed or known fraud, or since it would notice threats for the security of the accounts or the means of payment of the Client. The Bank will then notify to the Client this situation by every possible means suited by favouring the usual channels and contact information. If need be, it will proceed to one against calls to make sure of the identity of its interlocutors.

13. BANKING SECRECY

The Bank is bound by a duty of banking secrecy (article L. 511-33 of the French Monetary and Financial Code).

It is however released from this obligation, either at the Client's request or if the law so provides, in particular with regard to the Banking Commission, the French Central Bank or legal authorities acting in connection with criminal proceedings.

It can be compelled to make certain returns, in particular to the tax authorities or the French Central Bank, or to request authorisation from the State authorities, before effecting a transaction, due to the legislative or regulatory provisions which are in force relating to the fight against money-laundering or the financing of terrorism.

The Client expressly authorises the Bank to communicate data relating to it to its sub-contractors, together with the various entities of the Bank, its affiliates and its partners, for the purposes of client management or prospection. The said communications may involve a transfer of data to Japan or to any other State, whether or not the same is a member of the European Community.

14. MONEY LAUNDERING

Criminal provisions sanction money laundering which comes from drug-trafficking or from the proceeds of any crime or offence.

In connection with the fight against money-laundering, the Bank is obliged by law to perform customer due diligence and, where applicable, identify the beneficial owner of transactions made on his behalf as well as to conduct ongoing monitoring of the business relationship.

The Bank shall also obtain information from its Client relating to the transactions which seem to it to be unusual because of their terms, their amount or their exceptional nature as compared to those handled until such time by the Client. The Client undertakes to provide the Bank with any appropriate information or document which may be required with regard to the surrounding circumstances of the said transactions.

Due to legal and regulatory requirements related to the prevention of money laundering and terrorism financing, the Bank may need to obtain prior authorization of governmental bodies prior to execution of some transactions. This process may result in delays or rejection of transactions for which the Bank cannot be held liable.

15. CLOSING THE ACCOUNT

14.1 The current account agreement ends when it is terminated by the Bank or the Client.

The Client may terminate the current account agreement with respect to a 30 days prior notice period, or compensation by repaying during this notice period any outstanding principal sums, interest, expenses and incidental costs.

The Bank can terminate unilaterally the current account agreement after compliance with a notice period of sixty (60) days served by registered letter with return receipt, except in the following cases:

- the Client's situation being irretrievably jeopardised, in particular in the event of a cessation of activity, compulsory liquidation, complete disposal of the Client or termination of the Client's business operations or the occurrence of any other equivalent proceedings in the country where the Client's registered office or its principal place of business is located;
- dissolution, transformation, merger, takeover of the Client company;
- seriously reprehensible conduct of the Client or unusual operation of the account.

The closing of the account results in the automatic merger of the balances of the various accounts which were subject to it into one unique current account balance and renders the said balance due and payable. The Bank will have the right forthwith to endorse back to the debit side of the current account any ongoing transactions, including transactions and debts in other currencies. Thus, for example, unmatured discounted bills. The suspension of the current account agreement will then be deemed to have rendered the said transactions due and payable and will oblige the Client to cover forthwith all those which involve an undertaking from the Bank, in particular any signed undertaking, even if the said undertaking is only contingent.

Due to the consequences arising from the termination of the current account agreement, the Client may have to take any necessary steps in order to enable the ongoing transactions to be paid, in particular by setting up or supplementing the provision of funds for cheques and bills which have been issued and not yet presented, if not the Bank will be forced to refuse the payment of the said drawings.

The suspension of the current account agreement does not stop the running of interest which will be discounted from any debit balance on the terms applied beforehand until full payment. Equally, any transaction which the Bank has not endorsed back will continue to bear interest at the same rate.

The interest due for the whole year will itself bear interest at the same rate in accordance with article 1154 of the French Civil Code.

As security for the proper conclusion of any transactions handled by it with the Bank and in particular the repayment of any debit balance of its current account, the Client expressly allocates, by way of pledge, any securities which it might deliver to the Bank and which the Bank does not have or no longer has title to by some other means. Accordingly

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unmatured bills or unpaid bills which have been endorsed back to the drawer and which are contained in the current account during its operation will thus be pledged to the Bank.

By express agreement, it is provided that the existence of other accounts opened in the Client's name in the Bank's books does not prevent debit positions which may be accepted by the Bank. Consequently, the Bank will always have the right to net the debit balance of the closed current account and the credit balances of the said accounts, due to the close connection between them, as intended by the parties.

The closure will result in the immediate return by the Client of all its cheque forms.

14.2 Closing the inactive accounts

In case of inactivity of the account of the Client, with regards to the articles L312-19 and following of French Monetary and Financial Code, the remaining balance of the account will be transferred to Caisse des Dépôts et Consignations.

This transfer implies the closing of the account, and, when relevant, of all the accounts owned in the name of the Client with the Bank.

Sums deposited to Caisse des Dépôts et Consignations, which will not be claimed, will be acquired by the French state at the end of the regulatory period.

16. PRICES-REMUNERATION

The costs or fees arising from the various transactions or services (whether or not referred to herein), together with the rate of debit interest, are variable. The Client acknowledges that it is aware of the amount of the costs and fees, rates and value dates which are in force at the Bank on the date of acceptance of this agreement, in accordance with the terms set forth in article R.312-1 of French Monetary and Financial Code (notices displayed, leaflets provided to it) and which are contained in the *General Terms* or, if applicable, in the *Special Terms*.

It is noted that the *General Terms* and, if applicable, the *Special Terms* are an integral part of all the other provisions of the current account agreement of which they form an essential clause.

The Bank reserves the right to receive other costs or fees on the same terms when effecting transactions or services which are not referred to in the agreement or which are the consequence of a change in the rules and to modify the amount of the costs or fees.

The implementation and the terms of any new price system, as reflected in the *General Terms* or, if applicable, the *Special Terms* will be brought to the Client's attention by any means, such as for example by a message noted on the account statement, one (1) month before they come into force. By express agreement, a failure by the Client to object upon receipt of this information will be deemed to be an acceptance by it of the new stated prices and of the amended *General Terms* or, if applicable, *Special Terms*. In the event of refusal, the Bank will have the right to terminate this current account agreement in accordance with the terms set forth in clause 15 above.

17. GENERAL DUTIES TO INFORM

17.1. Obligations of the Bank

Throughout the duration hereof, the Bank undertakes in favour of the Client:

- to inform it of any plan of amendments to the present agreement two months before the envisaged effective date at the latest. Amendments will be considered as accepted in the absence of written notice of the Client before the proposed effective date of these amendments. In case of refusal, the Client can terminate the present agreement without penalty and prior notice before the effective date of the amendments.
- to provide it on demand, all information relating to deadlines for execution of the transactions provided by the present agreement, as well as fees and its details.

17.2. Obligations of the Client

Throughout the duration hereof, the Client undertakes in favour of the Bank:

- to provide it spontaneously, as soon as the same are drawn up, with certified copies of its annual accounts, profit and loss accounts, balance sheets and the notes thereto, interim accounts, reports from the statutory auditors and the minutes of any general meetings;
- to notify it forthwith of any amendment to the information provided at the time the account was opened and in particular of any change relating to its legal form, its management bodies, its directors and proxies which have a power of attorney over the Client's account(s).

18. DATA PROTECTION

18.1. Personal data protection

In the course of the banking relationship, the Bank may collect personal data from the representatives or proxies of the Client. All the information and warning about personal data treatment and rights of the persons could be found in the Data Protection Notice available on the website of the Bank.

18.2. Recording of conversations

In order to monitor the legality of the transactions effected and their compliance with the instructions given by the Client, the Bank records its telephone conversations.

In accordance with the applicable rules, the said recordings are kept for a period of 6 months.

19. GUARANTEE DEPOSIT SYSTEM

Deposits collected by the Bank are covered by deposit guarantee system from Fonds de Garantie des Dépôts et de Résolution as specified in articles L312-4 and following of French Monetary and Financial Code.

A documentation containing some information on the deposit guarantee scheme is available in annex of this Contract.

20. CLAIMS

All information requirements and claims related to banking products and services must be notified to the Client's relations manager who will acknowledge reception.

If no satisfactory answer is given by the relation manager the Client may directly send a mail to the attention of the Customer Support Department.

The Bank will answer within less than two months from the date of Client claim reception.

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In the specific case of a claim on a payment service proposed by the Bank, notably those detailed in the clause 7 of this Agreement, the Bank will answer within less than fifteen banking days from the date of Client claim reception

Any dispute which may arise, for whatever reason, will be submitted by the Bank and the Client to the jurisdiction of the Commercial Court of Paris.

The Client elects domicile at the address indicated in the acceptance letter.

21. CHOICE OF LAW - JURISDICTION

This agreement is governed by French law.

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ANNEX – GENERAL INFORMATION ON DEPOSIT GUARANTEE

Deposits on accounts in Mizuho Bank, Ltd., Paris Branch are covered by :	Fonds de garantie des dépôts et de résolution (FGDR)
Coverage level	Up to €100,000 per customer, per institution ⁽¹⁾
You have several accounts at the same bank:	All deposits are added up. Only credit balances are used to calculate the compensation; In an amount up to €100,000 per depositor, per institution [or other currency] ⁽¹⁾
Specific situations	Refer to note ⁽²⁾
Period for compensation procedure :	Seven working days ⁽³⁾
Currency of compensation :	Euro
Correspondant :	Fonds de garantie des dépôts et de résolution (FGDR) 65 rue de la Victoire – 75009 Paris Tel : 01 58 18 38 08 Email: contact@garantiedesdepots.fr
Learn more :	Please visit website of FGDR : http://www.garantiedesdepots.fr/
Proof of receipt of the depositor :	Refer to note ⁽⁵⁾

Complementary information :

(1) General limit on the guarantee:

The FGDR intervenes when a bank or investment firm is no longer able to return the deposits collected or the securities entrusted to it. The coverage is up to €100,000 per depositor and per institution. All deposits are added up. Only credit balances are used to calculate the compensation except for legal or contractual set-off. The €100,000 coverage level is applied to this sum. Eligible deposits and depositors are mentioned in article L. 312-4-1 of French Monetary and Financial Code (for more details, please refer to website of FGDR).

Example: if a Client owns a current account with a balance of 20 000 € and a term deposit account with a balance of 90 000 €, the coverage will be limited to 100 000 €.

This method also applied when a bank is operating under several commercial names. Mizuho Bank Ltd. Paris Branch is not operating under any other commercial name in France.

(2) Frequent specific situations:

An undivided co-ownership receives its own compensation, which is separate from that of its members.

Personal assets separated from business assets (one-person limited liability company (EURL) or limited liability individual business owner (EIRL) are compensated separately.

"Temporary high deposits", i.e. amounts that were received less than three months prior to the failure and which come from the sale of a residential property or lump-sum payment of compensation for harm... are covered by an additional €500 000 coverage level (for more details, please refer to internet site of FGDR).

(3) Compensation:

The request is initiated by the French prudential supervision authority – ACPR. The FGDR issues then the compensation within a maximum period of 20 business days for the deposit guarantee scheme (7 business days starting on 1 June 2016); This period is only applicable for compensation not implying any specific treatment.

The compensation is done, depending on the choice of the FGDR, through

- a compensation cheque send by registered mail with proof of receipt;
- an on-line secured website of FGDR reachable from its official website containing following information: information about the customer's accounts, a list of covered accounts and excluded accounts, the compensation calculation, the non-compensated amounts...

(4) Other important information:

The FGDR's deposit guarantee scheme covers all depositors, including natural persons, companies (limited companies (SA), limited liability companies (SARL), one-person limited liability companies (EURL), etc.), individual business owners, associations and other professional groups. Deposits and products not covered are available on FGDR website. Your bank informs you about products covered or not covered. Whenever a deposit is covered, your bank confirms it also on periodic statement and at least once a year.

(5) Proof of receipt:

Whenever this document is annexed to the general terms and conditions or to particular terms and conditions, its reception is proved by the signature of the contract. No proof of receipt is necessary when the client receives the annual communication on FGDR.