



This is an English translation of the French version of an original Dutch contract. Should a conflict arise between this English translation and the text of the Dutch original, the original Dutch text will prevail. In this English translation of a contract originally drawn up in accordance with Dutch law, certain Dutch legal terms have been translated into English. The Dutch legal terms may be either unknown or not used in the same way in English law. Insofar as the law permits, this contract is governed by Dutch law and must be interpreted in accordance with Dutch law.

## CTA CUSTOMER CONTRACT

### The parties:

1. the customer for whom a CTA has been opened and who is signing the present CTA Customer Contract to this end, hereinafter referred to as **'you'** or **'your'**;
2. **ABN AMRO Clearing Bank N.V.**, a public limited company incorporated under Dutch law that has its registered office in Amsterdam and is registered in the Trade Register of the Chamber of Commerce under number 33170549, hereinafter referred to as **'we'** or **'us'**; and

solely with a view to article 2 of this CTA Customer Contract:

3. **BUX B.V.**, a public limited company incorporated under Dutch law that has its registered office in Amsterdam and is registered in the Trade Register of the Chamber of Commerce under number 58403949, hereinafter referred to as **'BUX'**.

As the holder of a securities account with BUX, you are opening a cash trading account (**'CTA'**) with us in this connection.

This CTA Customer Contract contains provisions recording the arrangements made between you, BUX and us concerning this CTA. This CTA Customer Contract must be read in conjunction with the General CTA Terms and Conditions, among other documents.

The provisions contained in these documents are based on the following assumptions:

- You have entered into a service agreement with BUX and are opening a CTA with us in this connection. You wish to deposit into this CTA money that you will be using for performing Transactions with a credit institution. We act as the custodians of your money.
- By opening a CTA, you are entering into a legal relationship with us. The provisions relating to this relationship are set out in this CTA Customer Contract.
- In principle, all communications concerning your CTA should be channelled through BUX. You may contact BUX in order to give instructions or ask for information. You can use your account with BUX to view the balance on your CTA. BUX is responsible for the accuracy of this information.
- We will be indebted to you to the value of the credit balance on your CTA. If the balance shown on your BUX Account is not the same as the balance in our own accounts, the latter balance will prevail.

- The CTA is not a payment account. Your CTA is intended to be used exclusively for performing Transactions. In addition, you can make a Deposit into the CTA by using the payment module offered by a payment service-provider designated by BUX, or from your Contra Account. You can also transfer all or part of the balance on the CTA to your Contra Account. You may not use the CTA for any other purposes.
- The balance on the CTA may not be negative. You may perform Transactions only if there are sufficient funds in the CTA.

*Several capitalised terms in this document have a specific meaning. You can find the meanings of the other capitalised terms in the General CTA Terms and Conditions (attached to the CTA Customer Contract as Annex I).*

## **1. MANDATE**

By signing this CTA Customer Contract, you grant a power of attorney to BUX. Under this power of attorney, BUX is authorised to issue instructions to us concerning your CTA or for the performance of orders concerning your CTA. This power of attorney is explicitly limited to acts that are necessary in order for BUX to perform its services. These include charging costs.

You can issue payment orders only to BUX. Payment orders can be carried out only if there are sufficient funds in your CTA. This power of attorney is exclusive, which means that you cannot perform any transactions with respect to your CTA yourself (other than through the services of BUX).

The balance on your CTA will be blocked upon the termination of the power of attorney (for example, as a result of BUX's bankruptcy or another circumstance prescribed by law). We will subsequently transfer this balance to your Contra Account provided this is not forbidden by law or regulations. You can contact us after the power of attorney has ended.

By signing this CTA Customer Contract, you irrevocably authorise us to take any action on your behalf that may be necessary for the performance of the services, the discharge of this CTA Customer Contract and the performance of the General CTA Terms and Conditions. We are also authorised to act as your counterparty, even if this creates a conflict of interest for us.

## **2. RIGHT OF PLEDGE**

By signing this document, you declare, and where applicable confirm, that you wish to create the right of pledge referred to in article 24 of the 2017 General Banking Terms and Conditions and wish to grant us the power of attorney referred to in these terms and conditions to create the right of pledge referred to above. You also declare, and where applicable confirm, that you are authorised to create the abovementioned right of pledge.

This right of pledge is created by our acceptance of this document. Once it has been accepted, this document will be considered to be a deed of pledge.

You notify us of the pledge created in our favour by signing this document.

### 3. TERMS AND CONDITIONS

The relationship between you and us is subject to the following conditions:

- the **General CTA Terms and Conditions** (as amended, supplemented or re-adopted from time to time), which are attached to this CTA Customer Contract as Annex I; and
- the **2017 General Banking Terms and Conditions** (as filed with the registry of the Court of Amsterdam on 29 August 2016, and as amended from time to time in accordance with their provisions).

By signing this document, you declare, and where applicable confirm, that the information you have provided is correct and complete. You also declare, and where applicable confirm, that you have received a copy of the above-mentioned terms and conditions and that you accept these terms and conditions by signing this document. You furthermore declare, and where applicable confirm, that you explicitly consent to our sending you the general terms and conditions and any amendments made to them by electronic means, which is taken to include by posting them on our website ([www.abnamroclearing.com](http://www.abnamroclearing.com)) or on BUX's website ([www.getbux.com](http://www.getbux.com)).

### 4. APPLICABLE LAW AND FORUM

Insofar as the law permits, this CTA Customer Contract is governed by Dutch law. You are entitled to submit any dispute concerning this CTA Customer Contract to the competent court in Amsterdam or the competent courts in France. Any dispute brought by us concerning the present CTA Customer Contract must be submitted to the competent courts in France.

In deviation from the above, you are also entitled to submit any disputes that may arise with us in connection with this CTA Customer Contract:

- to the Financial Services Complaints Tribunal (KiFiD), subject to the Regulations of the Financial Services Disputes Committee (KiFiD) on mediation and recommendations (both binding and otherwise). These regulations have been published on KiFiD's website ([www.KiFiD.nl](http://www.KiFiD.nl)); and
- to the Online Dispute Resolution platform established under Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes (<https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>).

The following notice contains information on us.

Our full name according to our articles of association is ABN AMRO Clearing Bank N.V. Our telephone number is + 31 20 3434073. Our URL is [www.abnamroclearing.com](http://www.abnamroclearing.com). We are registered in the Trade Register of the Chamber of Commerce under number 33170549.

ABN AMRO Clearing Bank N.V.'s registered office is located at Gustav Mahlerlaan 10, Amsterdam (P.O. Box 243, 1000 EA Amsterdam), the Netherlands.

ABN AMRO Clearing Bank N.V. holds a banking licence issued by the Dutch central bank (De Nederlandsche Bank N.V.) and is listed in the register maintained by the Dutch Authority for the Financial Markets (AFM).

The following notice is intended for those whose personal data are included in this document.

We will handle your personal data with due care in full accordance with the General Data Protection Regulation. We will process your personal data as part of our efficient and effective system of operational management, with a particular focus on the following activities:

- assessing and accepting customers (both current and potential), concluding and performing contracts with a data subject and settling payments;
- analysing personal data for statistical and scientific purposes;
- performing (targeted) marketing activities in order to establish a relationship with a data subject and/or in order to maintain or extend a customer relationship;
- safeguarding the security and integrity of the banking sector, including combating, preventing and investigating any data breaches or attempted data breaches directed against us, our customers and staff, as well as using and participating in warning systems; and
- complying with statutory obligations.

- followed by signatures –

## 5. SIGNATURE

Your signature is an electronic signature as referred to in Article 15a of Book 3 of the Dutch Civil Code and Regulation (EU) No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market, and has the same legal effect as a handwritten signature affixed by you.

By signing, you declare that you agree with this CTA Customer Contract and that you have received the Deposit Guarantee Scheme information sheet attached as Annex II to this CTA Customer Contract.

(This agreement will not be signed by us. Our agreement with each section of the contract is evidenced by our performance of the contract.)

**ABN AMRO Clearing Bank N.V.**

Acceptance of the provisions of article 2 of this CTA Customer Contract:

(This agreement will not be signed by BUX. BUX's agreement with each section of the contract is evidenced by its performance of the contract.)

**BUX B.V.**

**Annex I**  
**General CTA Terms and Conditions**

## GENERAL CTA TERMS AND CONDITIONS

### When do these General CTA Terms and Conditions apply?

The General CTA Terms and Conditions apply if you have a securities account with BUX and open a CTA with the Bank in this connection.

These General CTA Terms and Conditions include important provisions relating to your CTA. These General CTA Terms and Conditions should be read together with the CTA Customer Contract you have entered into with the Bank.

As already stated in the CTA Customer Contract, the arrangements included in these documents are based on the following assumptions:

- You have established a service relationship with BUX and are opening a CTA with the Bank in this connection. You deposit into this CTA money that you will be using for performing Transactions with a supervised bank. The Bank acts as the custodian of your money.
- By opening a CTA, you enter into a legal relationship with the Bank. The agreements affecting this relationship are set out in this CTA Customer Contract and in these General CTA Terms and Conditions. The agreements are also set out in other terms and conditions currently in force.
- In principle, all communications concerning your CTA are channelled through BUX. You may contact BUX in order to give instructions or ask for information. You can use your account with BUX to view the balance on your CTA. BUX is responsible for the accuracy of this information.
- The Bank will be indebted to you to the value of the credit balance on your CTA. If the balance shown on your BUX Account is not the same as the balance in the Bank's accounts, the latter balance will prevail.
- The CTA is not a payment account. Your CTA is intended to be used exclusively for performing Transactions. In addition, you can make a Deposit into the CTA from your Contra Account. You can also transfer all or part of the balance on the CTA to your Contra Account. You may not use the CTA for any other purposes.
- The balance on the CTA may not be negative. You may perform Transactions only if there are sufficient funds in the CTA.

The above forms part of these General CTA Terms and Conditions.

## 1 DEFINITIONS

1.1 These General CTA Terms and Conditions use a number of predefined terms, which are defined below:

**ABN AMRO Group**

ABN AMRO Bank N.V., the Bank and all its group companies.

**Account number**

The number of your account with BUX.

<b>Bank</b>	ABN AMRO Clearing Bank N.V., a public limited company incorporated under Dutch law that has its registered office in Amsterdam.
<b>BUX</b>	BUX B.V., a private company with limited liability incorporated under Dutch law that has its registered office in Amsterdam.
<b>BUX Account</b>	The account(s) you have opened with BUX in connection with your service relationship with BUX.
<b>Conditions</b>	The Contract, the General CTA Terms and Conditions and the 2017 General Banking Terms and Conditions jointly.
<b>Civil Code</b>	The Dutch Civil Code.
<b>Contra Account</b>	A payment account with an IBAN number and a euro-denominated balance, held by the Customer with ABN AMRO Bank N.V. or with another bank and of which the Customer has notified the Bank and which the Bank has registered and accepted.
<b>Contract</b>	The CTA Customer Contract and any other contract entered into by the Bank and yourself concerning the CTA.
<b>CTA (cash trading account)</b>	The euro-denominated account you have opened with the Bank that is to be used in combination with your securities account with BUX.
<b>Customer</b>	A customer who has signed a Contract, also referred to in these General CTA Terms and Condition as 'you' or 'your'.
<b>Debts</b>	All debts owed to you by the Bank, either now or in the future, on whatever grounds, including all related and appurtenant rights associated with them.
<b>Financial instrument</b>	A financial instrument as defined in Section 1 (1) of the Dutch Financial Supervision Act, which you can buy or sell through the agency of BUX.
<b>2017 General Banking Terms and Conditions</b>	The General Banking Terms and Conditions as filed with the registry of the Court of Amsterdam on 26 August 2016.
<b>Make a deposit into your CTA</b>	You can deposit money into your CTA in the ways indicated in article 5.3 of the General CTA Terms and Conditions.
<b>Payment service-provider</b>	A payment service-provider approved by the Bank and used by BUX in connection with article 5.4 of the General CTA Terms and Conditions.
<b>Purchase Transaction</b>	A transaction involving the purchase of a Financial Instrument.



**Sale Transaction**

A transaction involving the sale of a Financial Instrument.

**Transaction**

A Purchase Transaction or a Sale Transaction.

## **2 SUBJECT AND APPLICABLE CONDITIONS**

2.1 These General CTA Terms and Conditions contain important provisions on the arrangements made between yourself and the Bank concerning the CTA that you are opening in connection with your service relationship with BUX. You can use money deposited in your CTA to perform Purchase Transactions. In other words, the CTA is used in support of the services provided by BUX.

2.2 The Contract and the 2017 General Banking Terms and Conditions apply in addition to these terms and conditions.

2.3 In the event of a conflict between the various applicable terms and conditions and other documents as set out below, the terms and conditions or documents listed higher will prevail over the terms and conditions listed lower:

- a. the Contract;
- b. the General CTA Terms and Conditions;
- c. the 2017 General Banking Terms and Conditions.

2.4 The Bank may also be bound by regulations laid down by government agencies, the courts or another public-law or private-law entity with a supervisory or regulatory task. Should there be a conflict between these regulations and these Terms and Conditions, the Bank will base its actions on the rules set out in this article, in which case the Bank will not be deemed to have contravened these General Terms and Conditions.

## **3 OPENING THE CTA**

3.1 The CTA relates to your service relationship with BUX. You should first apply for a securities account with BUX. You can do this with the aid of a mobile app distributed by BUX. Opening a CTA is part of the application process. In order to open a CTA, the Bank must receive a completed and electronically signed Contract from you and you must have completed the customer form under the Money Laundering and Terrorist Financing (Prevention) Act. You can start using the CTA as soon as the Bank has accepted your application and BUX has notified you of the Bank's acceptance.

3.2 The Bank does not enter into Contracts with American taxpayers. You must notify the Bank immediately if you become an American taxpayer after opening the CTA. We will close your CTA if you become an American taxpayer. The Bank is not liable for any consequences of closing the CTA.

#### **4 JOINT CTA**

- 4.1 A CTA can be opened by one or two natural persons. If two natural persons open a CTA, it then becomes a joint CTA.
- 4.2 The holders of a joint CTA are each authorised to have access to the balance on the joint CTA. A joint CTA may be closed only by both Customers. Moreover, the Bank or BUX may ask at any time for an instruction to be given by both Customers.
- 4.3 For the record, both Customers are jointly and severally liable for any debts owing to AACB or any losses caused to the Bank as a result of their use of the joint CTA.

#### **5 USE OF YOUR CTA**

- 5.1 The Bank will be indebted to you to the value of the credit balance in your CTA. The balance in the Bank's accounts determines the size of this debt. The Bank owes you no other debts in connection with this Contract.
- 5.2 You can use your CTA for the sole purpose of performing Transactions. The CTA is not a payment account nor an account as defined in Title 7B, Book 7, of the Dutch Civil Code. The Bank does not supply you with payment services as defined by the Dutch Financial Supervision Act. The balance on the CTA may not be negative. No transactions or other actions will be performed that will or could result in a negative balance.
- 5.3 Your CTA must contain sufficient funds to perform Transactions. You can deposit money into your CTA (1) by means of a Bank transfer from your Contra Account, (2) by making a transfer from your bank account if a Contra Account has not yet been specified and if the bank account is regarded as a Contra Account after being registered and accepted by AACB, (3) with the aid of the Payment Service-Provider's payment module, or (4) by another means as agreed between the Bank and BUX and communicated to you in writing. In the case of a deposit as referred to in (1) or (2), you should state in your payment order that the funds are to be transferred to account number NL96ABNC0539624187. You should include your Account Number in the description section of the payment order.
- 5.4 If you make a transfer using a payment module offered by a Payment Service-Provider, the Payment Service-Provider may charge a fee for your deposit, in which case BUX will settle these costs so that the amount credited to your CTA is equal to your deposit.
- 5.5 You may access the deposit only after it has been credited to your CTA. You will be able to see in your BUX Account the date on which the amount is credited to your CTA. You will also be able to see any changes in the balance on your CTA in the mobile app distributed by BUX.
- 5.6 The balance on your CTA may be transferred only to your Contra Account. You must give BUX a payment order for this purpose. In principle, you cannot issue any other payment orders or instructions with respect to your CTA.

- 5.7 The Contra Account must be registered and accepted by the Bank. The registration and acceptance process includes an identifying payment. You should do this by depositing at least €0.01 in one of the following ways: (1) the identifying deposit is made by a Payment Service-Provider, after which the deposit is credited back to the Contra Account; or (2) the Payment Service-Provider makes the identifying deposit into your CTA. For the record, you can use your CTA and are entitled to access your deposit only once the Bank has accepted your CTA application and BUX has notified you of the Bank's acceptance. If your application is not accepted, i.e. if it is not accepted within three (3) working days of the receipt of the deposit, the Bank will transfer the deposit back to your Contra Account.

## **6 ROLE PLAYED BY BUX IN THE MANAGEMENT OF YOUR CTA**

- 6.1 BUX manages the CTA on the Bank's behalf. Your BUX Account contains information on your Financial Instruments and your CTA. BUX is responsible for the accuracy of this information. You will not receive any information from the Bank about the balance on your CTA.
- 6.2 BUX will debit your CTA if you perform a Purchase Transaction. BUX will credit your CTA if you perform a Sale Transaction. By signing the Contract, you grant BUX approval to process these movements in your CTA.
- 6.3 If you perform a Purchase Transaction with respect to a Financial Instrument for which your CTA is not immediately debited for the corresponding amount, but only after a certain period or event, your CTA will be blocked for the relevant amount during the intervening period. You will be able to see in your BUX Account the amount for which your CTA is blocked. You will not be able to use the blocked part of the balance to perform Transactions.
- 6.4 BUX may process movements in your CTA only in the following circumstances:
- a. if you make a deposit into your CTA;
  - b. if you transfer money from your CTA to your Contra Account;
  - c. if you perform a Transaction;
  - d. if you receive dividend, interest or another payment in relation to Financial Instruments held on your BUX Account;
  - e. if BUX charges you pre-agreed costs (including costs charged by BUX on the Bank's behalf, as referred to in article 188).

## **7 INTEREST**

- 7.1 The Bank is not obliged to pay interest on the balance on your CTA and, in the event of negative interest, will not pay you any interest on the balance on your CTA.

## **8 DATA-SHARING**

- 8.1 When entering into the Contract, you will provide the Bank with the data requested in the Contract.

- 8.2 The Bank may ask you questions about your use of the CTA.
- 8.3 The Bank will observe the applicable law on privacy and professional confidentiality.
- 8.4 At the Bank's request, you will cooperate and provide all necessary information to verify your identity, as well as any personal and other data that the Bank may consider necessary or relevant in connection with the CTA.
- 8.5 You are responsible for the accuracy and completeness of the information you provide to the Bank, including your address and contact details.
- 8.6 In the event of any changes in the data you have provided the Bank, you will notify the Bank of these changes as soon as possible through your BUX Account. These data include data you provided when entering into this Contract. The Bank will assume that the data provided to it are correct as long as you have not notified the Bank of a change through your BUX Account and as long as BUX has not processed any such notification. The Bank is not liable for any loss arising from the fact that the Bank has acted on the accuracy of the data you provided either directly or indirectly and which later prove to be inaccurate or to have changed.
- 8.7 Any changes submitted by you will be processed by BUX within a reasonable period.

## **9 PROCESSING YOUR PERSONAL DATA**

- 9.1 The Bank will process your personal data in accordance with the law and regulations.
- 9.2 In certain situations and insofar as the law permits, the Bank is authorised to publish or to disclose to a third party information on its relationship with you. The situations in question include the following:
- a. if the Bank is obliged to do so by law or by regulation or under a court or similar order enforceable in the relevant jurisdiction;
  - b. if the Bank is obliged to do so by a professional or self-regulating organisation (whether a government entity or a different body), a supervisory authority or under a court or similar order enforceable in the relevant jurisdiction; or
  - c. if the Bank is obliged to do so by a domestic, foreign or international government body.
- 9.3 In certain cases, a Bank may not be permitted (by law or regulation, for example) to inform you that it has disclosed to a third party information on its relationship with you. In such cases, the Bank cannot be obliged to inform you of the disclosure of the information in question.

## **10 COMMUNICATIONS ABOUT YOUR CTA**

- 10.1 In principle, you do not have any contacts with the Bank. You may contact BUX in order to give instructions or ask for information. All other communication is channelled through your BUX Account and through email exchanges with BUX. For example, you can use your BUX Account to view the balance on your CTA. BUX is responsible for the accuracy of this

information.

- 10.2 However, the Bank may decide at any time to communicate with you directly.
- 10.3 If you have a complaint about your CTA, you should contact the Bank directly. Complaints about BUX's services are not handled or forwarded to BUX.

## **11 SAFE USE OF THE CTA**

- 11.1 As soon as your CTA has been opened, you should take all reasonable steps to safeguard its security. You must also ensure that third parties cannot gain access to your BUX Account that you use to access the CTA.
- 11.2 You must immediately implement security measures in relation to your CTA if BUX or the Bank provides you with or informs you about such security measures. Any failure to comply with this obligation will be deemed to constitute gross negligence on your part. In such an event, any loss or damage resulting from or related to such failure will be attributed to you.
- 11.3 BUX or the Bank will in no circumstances ask you for your login codes or other confidential information in an email or by telephone.

## **12 WHAT SHOULD YOU DO IF THE CTA IS USED UNLAWFULLY?**

- 12.1 You must immediately inform BUX if the CTA is used in a manner that is not permitted by the Contract, the General Terms and Conditions or any law or regulations, as in the case of fraud.
- 12.2 You must immediately report to the police any unlawful use of the CTA or instance of fraud.
- 12.3 You must provide BUX and the Bank with all such information and assistance as are needed to investigate the abuse of or unauthorised access to the CTA. The Bank and BUX are authorised to pass on this information to payment service-providers, supervisory authorities and/or government entities.
- 12.4 The Bank will ensure that the CTA is blocked and can no longer be used once it has been notified as referred to in article 12.1.
- 12.5 The Bank is not liable for and will not pay you any compensation if you have committed fraud or if you have deliberately acted in contravention of the CTA or if you have committed a grave error in this connection.
- 12.6 You will indemnify the Bank against any claims that third parties may bring against the Bank as a result of your failure to comply with your obligations vis-à-vis the Bank or to do so properly or in good time.

## **13 BANKRUPTCY, SUSPENSION OF PAYMENTS, DEBT RESTRUCTURING AND ATTACHMENT**

- 13.1 If the balance on the CTA is made subject to an attachment order, the Bank will block the balance. Insofar as the law permits, you will then no longer be able to have free access to the balance against which the attachment order has been made. Any payment as referred to in article 6.4d that is credited to the CTA after the date of the attachment order will also be covered by the attachment.
- 13.2 Insofar as the law permits, the Bank will block the balance on your CTA if you are declared bankrupt, if you are granted a provisional or permanent suspension of payments, or if you are made subject to statutory debt restructuring.
- 13.3 You will no longer be able to access the balance on the CTA yourself if you are placed under guardianship or administration.
- 13.4 You must immediately inform BUX and the Bank in writing if one of the circumstances referred to in article 13 occurs.

#### **14 THE BANK'S BANKRUPTCY**

- 14.1 The Bank is covered by the deposit guarantee scheme operated by the Dutch central bank (De Nederlandsche Bank). This means, among other things, that, if the Bank is declared bankrupt, the money held in your CTA will be refunded up to a certain maximum ceiling. However, this is subject to certain conditions. Please refer to the information sheet on the Deposit Guarantee Scheme enclosed as Annex II with the CTA Customer Contract or visit [www.dnb.nl](http://www.dnb.nl) if you require further information.

#### **15 OTHER GROUNDS FOR BLOCKING THE CTA**

- 15.1 In addition to the grounds for blocking the CTA set out in article 13, the Bank may block the CTA on the following grounds:
- a. if the Bank terminates the relationship with BUX;
  - b. if the security of your CTA or other customers' CTAs is under threat;
  - c. if it is suspected that unauthorised or fraudulent use is being made of your CTA or other customers' CTAs;
  - d. in order to comply with a statutory obligation, a court ruling or a KiFiD decision;
  - e. in order to carry out instructions, directions or guidelines issued by the competent supervisory authority or other government entities;
  - f. if you act in contravention of the Contract or the General Terms and Conditions;
  - g. by virtue of the Bank's internal procedures; and/or
  - h. if the Bank denies BUX access to the CTA or CTAs; and/or
  - i. if you use the CTA or the CTAs in a manner that is contrary to the law or regulations or which could damage the reputation of the Bank or the ABN AMRO Group, or which could jeopardise the integrity of the banking sector.

If one of the situations referred to in this article occurs, you must immediately notify BUX and

the Bank in writing. This does not apply to the situations described in article 15.1 (a) and (f).

- 15.2 If the Bank blocks your CTA, it will inform you through your BUX Account that your CTA has been blocked and of the reason or reasons for doing so. The Bank or BUX may also inform you by email that your CTA has been blocked and of the reason or reasons for doing so. The Bank or BUX will notify you before blocking your CTA or, if this not possible, immediately afterwards. If notifying you is or could be contrary to security interests or if it is prohibited under the relevant applicable laws or regulations, the Bank or BUX will inform you either at a later point in time or not at all.
- 15.3 The Bank will cease to block the account as soon as the reasons for blocking the account cease to apply. If the reasons for blocking the account are not of a temporary nature, the Bank will transfer the funds in your CTA to your Contra Account.
- 15.4 The Bank is entitled to charge you a fee for blocking a CTA through BUX if there are sound objective reasons for blocking the account.

## **16 REVERSAL, SUSPENSION AND REFUSAL OF PAYMENT TRANSACTIONS**

- 16.1 The Bank reserves the right at all times to reverse, suspend or refuse to perform payment transactions in relation to the CTA, either wholly or in part, if the Bank reasonably believes:
- a. that this is required in order to comply with laws or regulations;
  - b. that this is required in order to carry out instructions, directions or guidelines from a competent supervisory authority or other government entities, in order to perform a statutory task;
  - c. that this is required in order to comply with a court ruling or a KiFiD decision;
  - d. that either BUX or you have committed a grave error, fraud or negligence; and/or
  - e. that, due to other serious situations or circumstances, there is a need to reverse, suspend or refuse to perform such payment transactions.

## **17 THE BANK'S LIABILITY**

- 17.1 The Bank is not liable for the non-performance or defective performance of a payment order given by BUX, unless we fail to comply with our obligations.
- 17.2 The Bank is not liable should the information about your CTA shown in your BUX Account not be correct.
- 17.3 The Bank is liable only for a loss actually sustained by you as referred to in Article 96 of Book 6 of the Dutch Civil Code that is the direct result of an attributable breach on the Bank's part to comply with one of its obligations towards you. In no circumstances is the Bank liable for indirect or consequential losses, which include in any event loss of profits, missed savings and other unrealised gains or indirect losses. This article does not prejudice the relevant Contract provisions.



17.4 The Bank is not liable for any loss or damage of any kind whatsoever that is the result of force majeure as referred to in Article 75 of Book 6 of the Dutch Civil Code, including but not limited to the following:

- a. international conflicts;
- b. acts of terrorism or other violent or armed actions;
- c. acts of god (i.e. natural or environmental disasters);
- d. measures taken by a domestic, foreign or international government body;
- e. measures taken by a supervisory authority;
- f. boycotts;
- g. labour disputes and strikes affecting third parties or its own staff; and
- h. interruptions to the power supply, communication failures, or failures affecting equipment or software owned by the Bank, BUX or third parties.

17.5 The Bank is not liable for any loss or damage sustained by you of any kind that is the result of:

- a. the unavailability or incorrect or incomplete operation of any website, systems, the internet and/or (telecommunications) networks of the Bank or BUX;
- b. insofar as the law permits, the use of any website and/or misunderstandings, delays, breaches of data integrity or the inaccurate or incomplete communication of notifications or the inaccurate or incomplete performance of payment orders by the Bank or BUX;
- c. insofar as the law permits, the fact that information was communicated to you by the Bank or BUX electronically;
- d. insofar as the law permits, an attributable breach by a third party used by the Bank or BUX for processing payment orders in relation to the Bank's obligations under the Contract or the General Terms and Conditions;
- e. a failure by BUX to discharge its obligations as referred to in article 5.4; and/or
- f. insofar as the law permits, breaches by a third party used by the Bank or BUX, unless you are able to demonstrate that the Bank or BUX failed to observe due care in selecting the third party in question, unless and insofar as any loss actually sustained by you is the direct result of an error committed by the Bank.

## **18 COSTS**

18.1 The Bank may charge to your account certain costs invoiced by the Bank in connection with the CTA. These costs may also be charged to your account by BUX on the Bank's behalf. These costs will be charged against the CTA by the Bank or by BUX on the Bank's behalf. You authorise the Bank and BUX to do so. This means that your CTA will be debited. BUX will inform you if there are not enough funds in your CTA to charge the costs to it. You will then be required to replenish the balance on the account so that the costs can be charged to it.

18.2 In addition to the costs and fees referred to in the Contract or in the General Terms and Conditions, the Bank may also charge you other costs and fees relating to the Bank's services. Examples of such costs and fees are:



- a. the costs of conducting an investigation in the Bank's accounts;
- b. the costs incurred by the Bank in connection with an attachment order made against the Bank; and
- c. other costs for which the Bank reasonably believes that you are responsible.

BUX will inform you if there are not enough funds in your CTA to charge to it the costs and fees referred to in this article. You will then be required to replenish the balance on the account so that the costs can be charged to it.

- 18.3 You can find information about the costs related to your CTA in your BUX Account and/or on BUX's website. The Bank is entitled to alter the costs at any time. Any alterations in the costs will be published through your BUX Account and/or on BUX's website. In the event of such an alteration, you are entitled to close your CTA without notice if you do not wish to pay the costs at the new rate.

## **19 AMENDMENTS TO THE TERMS AND CONDITIONS AND THE CONTRACT**

- 19.1 The Bank is entitled to supplement and/or amend the Contract, these General CTA Terms and Conditions, and other conditions and contracts. The Bank will notify you at least two months prior to the effective date of every addition and/or amendment, through your BUX Account and/or BUX's website and/or by means of a message sent to the email address you have provided.
- 19.2 If you do not inform the Bank before the effective date of the addition and/or amendment that you do not accept it, you will be deemed to have accepted it.
- 19.3 If you do not accept the addition and/or amendment, you will be entitled to terminate the Contract with immediate effect and without incurring any costs. A message sent by you to BUX by a durable medium (an email, for example) stating that you do not accept the addition and/or amendment will be considered to constitute the termination of the Contract by you.
- 19.4 Article 20 applies to a termination as referred to in this article 19, with the exception of article 20.6 and the notice period in article 20.2. If the Contract is terminated in accordance with this article, the General Terms and Conditions continue to apply in unaltered form until the Contract ends.
- 19.5 The Bank may amend the Contract or the General Terms and Conditions with immediate effect if the amendment follows from:
- a. an instruction given by a supervisory authority responsible for supervising the Bank or BUX;
  - b. changes in the law and/or regulations;
  - c. a decision rendered by a court or a complaints or disputes committee; or
  - d. terms and conditions imposed by or an instruction from Equens and/or Currence (or a company affiliated with Equens and/or Currence).

19.6 The Bank is entitled to amend the Contract or the General Terms and Conditions unilaterally if the Bank cannot reasonably be expected to maintain them in their unamended form.

## **20 TERMINATION OF THE CONTRACT**

20.1 The Contract is concluded for an indefinite period.

20.2 You are entitled to terminate the Contract by giving at least one month's notice. You can do so by completing the form in your BUX Account or by sending an email to BUX at [BUX's email address].

20.3 In principle, the Bank will block your CTA if you terminate your service relationship with BUX.

20.4 You must ensure that you no longer issue payment orders to BUX and no longer perform any Transactions after you have terminated the Contract.

20.5 You may be charged certain costs as a result of movements in the CTA performed after the termination of the Contract. Periodic costs are charged on a *pro rata* basis until the date on which the Contract is terminated. Should these costs have been paid in advance, the Bank will refund them if applicable.

20.6 If you terminate the Contract within twelve months after entering into the Contract, the Bank will be entitled to make a charge in connection with the termination based on the level of cost actually incurred.

20.7 The Bank is entitled to terminate the Contract by giving at least two months' notice.

20.8 Insofar as the law permits, both you and the Bank are entitled to terminate the Contract with immediate effect, without being obliged to pay any form of compensation, in one or more of the following situations:

- a. if an attachment order is made against all or part of your assets;
- b. if you, the Bank or BUX is declared bankrupt;
- c. if you reach a composition with your creditors in order to avoid insolvency;
- d. if you end your occupation or business or are likely to do so;
- e. if insolvency proceedings are instituted against you or if BUX is granted a (provisional) suspension of payments;
- f. if you are made subject to statutory debt restructuring; or
- g. if you are placed under guardianship or administration.

20.9 In addition, insofar as the law permits, the Bank is entitled to terminate the Contract with immediate effect, after having notified you and without having to pay any form of compensation, in one or more of the following situations:

- a. if the Bank terminates or ends the relationship with BUX;
- b. if there is a change in the Bank's or BUX's credit status;

- c. if a supervisory authority instructs the Bank to do so in connection with its services relating to your CTA;
- d. if you die;
- e. if you are dissolved or lose your legal personality;
- f. if you have not issued any payment orders to BUX and have not performed any Transactions for a period of five years;
- g. if the service relationship with BUX is terminated;
- h. if the security of your CTA or other customers' CTAs is under threat;
- i. in the case of the unauthorised or fraudulent use of your CTA or other customers' CTAs;
- j. if national or international law or regulations allow or oblige the Bank to do so;
- k. if you act contrary to the Contract or the General Terms and Conditions;
- l. by virtue of the Bank's internal procedures;
- m. if you use the CTA or CTAs in a manner that is contrary to the law or regulations or which could damage the reputation of the Bank or the ABN AMRO Group, or which could jeopardise the integrity of the banking sector; and
- n. where the Bank or (another entity that forms part of) the ABN AMRO Group has certain important interests as a result of which the Bank cannot be expected to continue the Contract.

20.10 The Bank will transfer any credit balance in your CTA to your Contra Account after deducting any unpaid costs or outstanding debts.

20.11 If a Contract is terminated, the Bank will close the CTA to which this Contract relates as soon as:

- a. the notice period has ended;
- b. all costs have been paid;
- c. the balance has been transferred to your Contra Account; and
- d. the parties no longer owe each other any debts in relation to the Contract.

20.12 BUX or the Bank will inform you that the CTA has been closed.

## **21 RIGHT OF WITHDRAWAL**

21.1 A distance Contract is an agreement concluded by a consumer entirely online or in respect of which the Bank and the consumer communicate exclusively via the internet, by telephone or by post.

21.2 If you enter into a distance contract, you are entitled, insofar as the law permits, to dissolve the Contract within a period of fourteen calendar days. You should apply to BUX should you wish to do so. This period of fourteen calendar days commences as soon as the Bank confirms to you that the Contract has been concluded or as soon as the Bank notifies you of the contractual conditions (if this notification follows after the confirmation). You are entitled to terminate the Contract during this period without giving any reasons and without having to pay any charges. The Bank may be authorised to charge a fee for any services already provided in respect of the CTA.

21.3 In addition, if you have opened the CTA following an act of canvassing as defined by French law and insofar as the law permits, you have a period of fourteen calendar days from the date on which you open the CTA in which to change your mind, without being liable to pay any penalty and without being required to state the reasons for your decision. The Bank may, however, be authorised to charge a fee for any services already provided in respect of the CTA.

21.4 If you give a payment order to BUX, if you perform a Transaction, or if the Bank receives a payment intended for you, you will be assumed to have expressly authorised the Bank to perform the Contract before the end of the withdrawal period.

## **22 TRANSFER AND PLEDGE OF DEBTS**

22.1 Insofar as the law permits, the Bank is authorised to transfer to a third party its rights and obligations under the Contract in whole or in part by means of assignment, transfer of contract, debt transfer, a combination of the above, or in any other manner. The Bank is also authorised to transfer to a third party in whole or in part its economic risk in connection with the Contract. If the Bank transfers its economic risk, the Bank will remain your contractual counterparty in accordance with the provisions of the Contract and the General Terms and Conditions.

22.2 If a situation as described in article 22.1 occurs, you hereby agree in advance to cooperate with the transfer (in whole or in part) by the Bank of your relationship with the Bank to a third party. You also undertake in such an event to cooperate and perform all legal and other acts that are required for the full or partial transfer of the rights and obligations under the Contract and the General Terms and Conditions.

22.3 You cannot transfer or pledge the Debts. This means, for example, that you cannot agree with another person that this other person will receive the balance in your CTA if you fail to pay a debt that you owe to this other person. This article has effect under property law.

22.4 An exception to article 22.3 applies in the event of a pledge or transfer that is made in favour of the Bank or (another entity that forms part of) the ABN AMRO Group.

## **23 DEATH**

23.1 Your surviving relatives should notify BUX as soon as possible in the event of your death. BUX will inform the Bank of your death and the Bank will then block the CTA until it has received a certificate of inheritance. A civil-law notary issues a certificate of inheritance stating who is entitled to the money held in the CTA. As long as the Bank has not received a certificate of inheritance, it may refuse a request from your surviving relatives to transfer the money in the CTA to the Contra Account.

## **24 DISPUTES**

24.1 You may submit any dispute that may arise in relation to the present CTA Customer Contract to the competent court in Amsterdam or the competent courts in France. Any dispute brought

by us in relation to the present CTA Customer Contract will be submitted to the competent courts in France.

- 24.2 In deviation from the above, you are also entitled to submit any disputes that may arise with the Bank in connection with the Contract:
- a. to the Financial Services Complaints Tribunal (KiFiD), subject to the Regulations of the Financial Services Disputes Committee (KiFiD) on mediation and recommendations (both binding and otherwise). These regulations have been published on KiFiD's website ([www.KiFiD.nl](http://www.KiFiD.nl)); and
  - b. to the Online Dispute Resolution platform established under Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes (<https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>).

## **25 GENERAL INFORMATION ABOUT THE BANK**

- 25.1 The full name of the Bank according to its articles of association is ABN AMRO Clearing Bank N.V. The telephone number is + 31 20 3434073. The URL is [www.abnamroclearing.com](http://www.abnamroclearing.com). The Bank is registered in the Trade Register of the Chamber of Commerce under number 33170549.
- 25.2 ABN AMRO Clearing Bank N.V.'s registered office is located at Gustav Mahlerlaan 10, Amsterdam (P.O. Box 243, 1000 EA Amsterdam), the Netherlands.
- 25.3 ABN AMRO Clearing Bank N.V. holds a banking licence issued by the Dutch central bank (De Nederlandsche Bank N.V.) and is listed in the register maintained by the Dutch Authority for the Financial Markets (AFM).

**Annex 2**  
**Information sheet on Deposit Guarantee Scheme**

## DEPOSITOR INFORMATION SHEET

<b>Basic information on the protection of assets</b>	
Assets deposited with ABN AMRO Clearing Bank N.V. are protected by:	The Dutch statutory Deposit Guarantee Scheme operated by the Dutch central bank (De Nederlandsche Bank N.V.) <sup>1</sup>
Limit of protection:	EUR 100,000 per depositor per credit institution <sup>2</sup>
If you have more than one deposit with the same credit institution:	All your deposits with the same credit institution are totalled and the total amount is subject to the limit of EUR 100,000 <sup>2</sup>
If you have a joint account with another person(s):	The limit of EUR 100,000 applies to each individual depositor <sup>3</sup>
Reimbursement period in the event of the failure of a credit institution:	20 working days <sup>4</sup>
Currency of reimbursement:	Euros
Contact:	De Nederlandsche Bank N.V.  PO Box 98 1000 AB Amsterdam  Physical address: Westeinde 1 1017 ZN Amsterdam Telephone (from 9 am to 5 pm on Monday to Friday): from the Netherlands: 0800-0201068 from abroad: + 31 20 524 91 11  e-mail: info.dnb.nl
Further information:	<a href="http://www.dnb.nl">www.dnb.nl</a> : search for 'Deposit Guarantee Scheme' in the English section of the website.

### ADDITIONAL INFORMATION:

Other important information: In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain assets are described on the website of the relevant Deposit Guarantee Scheme. Your credit institution will inform you upon request whether certain products are covered or not. If an account is covered by the Scheme, the credit institution will confirm this on your statement of account.

### FOOTNOTES:

<sup>(1)</sup> Your assets are covered by the Dutch statutory Deposit Guarantee Scheme. If your credit institution becomes insolvent, your deposits are refunded up to a value of EUR 100,000.

<sup>(2)</sup> General limit of protection

If a depositor cannot access his or her assets because a credit institution is unable to meet its financial obligations, the depositor will be refunded by the Dutch Deposit Guarantee Scheme.

The maximum amount refunded is EUR 100,000 per credit institution. This means that all deposits with the same credit institution are added up in order to work out the amount covered. For instance, if a depositor has a savings

account with EUR 90,000 and a current account containing EUR 20,000, he or she will receive a refund of only EUR 100,000.

<sup>(3)</sup> Limit of protection for joint accounts:

In case of joint accounts, the limit of EUR 100,000 applies to each individual depositor.

If, in the event of your credit institution being declared insolvent, you have a deposit directly resulting from the purchase or sale of private residential property, your deposit will be protected for a period of three months after the deposit was made, up to an additional value not exceeding EUR 500,000.

Further information can be obtained under [www.dnb.nl](http://www.dnb.nl): search for 'Deposit Guarantee Scheme' in the English section of the website.

<sup>(4)</sup> Refund:

The relevant Deposit Guarantee Scheme is the Dutch statutory Deposit Guarantee Scheme operated by the Dutch central bank (De Nederlandsche Bank N.V.)

PO Box 98  
1000 AB Amsterdam

Physical address: Westeinde 1  
1017 ZN Amsterdam

Telephone (from 9 am to 5 pm on Monday to Friday):

from the Netherlands: 0800-0201068

from abroad: + 31 20 524 91 11

e-mail: [info.dnb.nl](mailto:info.dnb.nl)

website: [www.dnb.nl](http://www.dnb.nl): search for 'Deposit Guarantee Scheme' in the English section of the website.

The scheme will refund your deposits (up to a maximum value of EUR 100,000) within no more than 20 (twenty) working days. If you have not been refunded within this time limit, you should contact the Deposit Guarantee Scheme since you may not be entitled to a refund after a certain period of time.

The refund period will gradually be reduced to 7 (seven) working days. During the transitional period, the Dutch central bank may upon request allocate you an appropriate amount to cover your basic needs.

Further information can be obtained at [www.dnb.nl](http://www.dnb.nl): search for 'Deposit Guarantee Scheme' in the English section of the website.