GENERAL CREDIT TERMS AND CONDITIONS

SOCIÉTÉ GÉNÉRALE LUXEMBOURG

In force from 15/10/2026

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SOCIETE GENERALE

Article 1 – Preamble

1.1 Any loans, credit lines, overdraft facilities or other advances, generally of any kind, granted or to be granted (the "**credit**") by Société Générale Luxembourg (the "**bank**") to its customers (the "**borrower**") are governed by these general credit terms and conditions (the "**general credit terms and conditions**") and the special agreements that may be signed between the bank and the borrower (the "**special terms and conditions**").

1.2 The general credit terms and conditions also apply to relationships between the bank and any individual or entity that has granted it a security interest in any form whatsoever.

1.3 For anything not specified in the general credit terms and conditions or in the special terms and conditions, the bank general terms and conditions shall apply.

1.4 Should there be a discrepancy between the special terms and conditions and the general credit terms and conditions, the special terms and conditions shall prevail. Should there be a discrepancy between the general credit terms and conditions and the bank terms and conditions, the credit terms and conditions shall prevail.

1.5 The bank is a credit institution established under Luxembourg law, registered with the Minister of Finance of the Grand Duchy of Luxembourg, and supervised by the Commission de Surveillance du Secteur Financier (CSSF), 283 Route d'Arlon, L-1150 Luxembourg.

Article 2 – Amendments to the general credit terms and conditions

2.1 The bank reserves the right to amend the general credit terms and conditions at any time, in particular, in order to reflect any legislative or regulatory changes, as well as standard market practice, the market situation and bank policy.

2.2 The bank shall notify the borrower of amendments to the general credit terms and conditions by any means that it deems appropriate, such as, in particular, the bank's website, account statements, letter, e-mail or notice to the borrower, before they enter into force. This amendment to the general credit terms and conditions shall enter into force within thirty (30) calendar days of the amendments being published on the website or of the account statement, letter, e-mail or notice being sent. Borrowers who refuse to accept these amendments shall be entitled to terminate the loan within the above-mentioned 30-day period. If not, the amendments shall be deemed to have been accepted by the borrower.

2.3 If the loan is terminated, the borrower shall thirty (30) calendar days from the termination-notification date to repay any amounts owed by the borrower to the bank for the credit. Unless stipulated otherwise, the loan shall be terminated without any expenses or penalties for the borrower.

Article 3 – Conditions for taking out the credit

3.1 The bank reserves the right to suspend the disbursement of the credit until the borrower has provided proof that they have fulfilled all of their obligations to the bank, such as:

3.1.1 confirming that all of the representations by the borrower under this document and under the special terms and conditions are and remain accurate;

3.1.2 completing the formalities to make the general credit terms and conditions, the special terms and conditions, and the guarantees and security interests established or to be established, valid between the parties and enforceable against third parties, as well as any other documents signed between the borrower and the bank, including, where applicable, where the borrower is a legal entity;

3.1.2.1 obtaining all of the required regulatory authorisations or internal approvals;

3.1.2.2 completing all of the applicable legal or regulatory formalities, as well as;

3.1.2.3 producing any document or supporting material required by the bank for this purpose;

3.1.3 confirming that no seizure or sequestration measure of any kind has arisen or is about to arise involving all or some of the borrower's movable or immovable property;

3.1.4 confirming that no event that would be or would likely be grounds for early termination by the bank, pursuant to Article 10 of the general credit terms and conditions, has occurred or is likely to occur.

3.2 Unless stipulated otherwise in the special terms and conditions, the amounts used and repaid for credit may not be reused.

Article 4 – The borrower's representations and warranties

4.1 The borrower represents and warrants to the bank, for the entire term of the credit and until the final maturity date of the credit or the termination date, respectively, that:

4.1.1 they have the power to sign the special terms and conditions and, where applicable, the guarantee agreement(s) and to establish the security interests granted in connection with the credit, and to fulfil all of their obligations as stipulated herein, in the special terms and conditions and, where applicable, in the guarantee agreement(s);

4.1.2 the signature of the special terms and conditions and, where applicable, the signature of the security-interest agreement(s), the establishment of the security interests granted in connection with the credit and the fulfilment of all of their obligations as stipulated herein, in the special terms and conditions and, where applicable, in the guarantee agreement(s), as well as the use made of the credit (i) were duly made known to the competent bodies of the borrower (if the borrower is a legal entity (irrespective of whether it has legal status, including but not limited to a company, a corporation or any association, a trust, a joint venture, a consortium, a partnership or other entity) (a "company")) and submitted for their approval, and do not require any authorisation or approval from any other individual or authority which has not been obtained, or which is not fully in effect and (ii) do not breach any provision of the borrower's articles of association (if the borrower is a legal entity), any contractual stipulation or other commitment, any law or regulation, or any decision from a judicial, arbitral, governmental or administrative authority which may apply to them;

4.1.3 through their commitments hereunder, under the special terms and conditions and, where applicable, under the security-interest agreement(s), they shall be responsible for obligations which are lawful and valid;

4.1.4 there is no fact that would likely provide grounds for early termination as specified in Article 10 in this document;

4.1.5 no case, action, measure, dispute or legal or administrative proceedings are in progress or, to their knowledge, are about to be initiated, or have resulted in a decision, which would subsequently prevent or prohibit them from signing a credit agreement, or which could have a significantly adverse effect on their activities, assets or financial situation or those of one of their subsidiaries (if the borrower is a legal entity), or which could affect the legality, validity or enforceability of the credit or any security interest or other bank-coverage arrangement granted by them or by third parties;

4.1.6 they are not subject to sanctions, or are not a resident of a sanctioned country, or, if the borrower is a legal entity, they are not directly or indirectly held or controlled by a private individual or legal entity subject to sanctions, or is not registered in a country subject to sanctions ("**sanctions**", for the purposes of these general credit terms and conditions, refers to economic or financial sanctions, trade embargoes or similar measures taken, implemented or put in place by one of the following authorities or by one of their organisations:

4.1.6.1 the United Nations,

4.1.6.2 the European Union or any current or future Members State,

4.1.6.3 the United States of America.

4.2 The borrower recognises that the bank is signing the credit agreement on the basis of the truthfulness of the preceding representations and warranties, without which the bank would not have agreed to grant the credit.

■ Article 5 – The borrower's commitments

The borrower shall, unconditionally and irrevocably, for the entire term of the credit and until the final maturity date of the credit or the termination date, respectively:

5.1 comply with the obligations and commitments stipulated herein and in the special terms and conditions, adhere to all of their representations and warranties under this document, and inform the bank, as soon as they become aware, of any potential grounds for early termination, as specified in Article 10 hereof;

5.2 not sign any agreement containing terms which conflict with the provisions hereof or of the special terms conditions, and/or the performance of which would result in any of the grounds for early termination, as specified in Article 10 hereof, arising;

5.3 maintain the same core business activity as when the special terms and conditions are signed, and inform the bank of any change in the core business activity;

5.4 immediately provide the bank with any information about its financial, accounting or organisational situation which the bank could reasonably request of them;

5.5 ensure that their obligations hereunder and under the special terms and conditions are, at all times, on an equal footing, in terms of payment priority, with any of the borrower's current or future obligations (actual or potential) towards any third party and which are not subordinated or given priority by operation of the law;

5.6 maintain the credit balance with the bank established in the special terms and conditions and the guarantee agreements, and inform the bank within three (3) business days of any fact which could significantly affect or decrease the value of their assets and/or the option of executing the guarantees granted to the bank, significantly increase the type or volume of their commitments, or impair their ability to repay the credit or to fulfil their obligations under the credit or any other commitment made to a third party;

5.7 immediately inform the bank if they become subject to sanctions, or become a resident of a country under sanctions (as defined in Article 4.1.6 hereof);

5.8 use, directly or indirectly, funds from the transaction provided to them under the credit, or to allow these funds to be used (or to lend, provide or provide these funds to any individual) in breach of sanctions (as defined in Article 4.1.6 hereof), including for financing, participating in or contributing to any activities or transactions of, or related to, any sanctioned person (or to provide or share the funds with a sanctioned person) (for the purposes of these general credit terms and conditions, the term "**sanctioned person**" means any private individual or legal entity, irrespective of whether or not they have a legal status):

5.8.1 specifically, any person appearing on any list of sanctioned persons (as defined in Article 4.1.6 hereof);

5.8.2 registered or established in any country or territory subject to extended sanctions (as defined in Article 4.1.6 of this document) or incorporated under the law of any country or territory subject to extended sanctions;

5.8.3 directly or indirectly owned or controlled by a person referred to in paragraphs 5.8.1 and 5.8.2 above; or

5.8.4 any other person who is (or shall become, after the end of any deadline) subject to sanctions (as defined in Article 4.1.6 of this document);

5.9 not use any income or profits derived from any activity or transaction with a sanctioned person for the purpose of repaying the amounts owed to the bank under the credit.

5.10 if the borrower is a legal entity:

5.10.1 maintain accounting records which are accurate, lawful and truthful, in accordance with generally accepted accounting principles applied in the borrower's country, and which accurately and faithfully represent the borrower's financial situation and earnings;

5.10.2 provide the bank with the borrower's annual accounts and any attachments required by the law applying to the borrower, within thirty (30) calendar days of their approval by the borrower's general assembly and, at the latest, within six (6) months of the end of the financial year;

5.10.3 inform the bank, within fifteen (15) calendar days, by producing the necessary supporting documents, of any fact or event that might raise doubts about the borrower's creditworthiness or of any person who is jointly and severally liable with the borrower and/or who has acted as guarantor for the borrower's commitments, such as, for example, an application for a composition order, for the company to be placed under controlled administration, for liquidation, for dissolution or for judicial reorganisation, as stipulated by the Law of 7 August 2023 on business preservation; a bankruptcy order (or any similar measure); a seizure order against the borrower and/or the guarantors; an application for liquidation; or for claims for assets held by the bank on the borrower's behalf, as well as any act which, by law, must be published in the Trade and Companies Register or the Register of Beneficial Owners in the Grand Duchy of Luxembourg and/or the relevant equivalent foreign register (in particular, any change of company name or company form, or change to the powers of the individuals authorised to act on its behalf);

5.10.4 immediately inform the bank if it becomes subject to sanctions, is directly or indirectly owned or controlled by any private individual or legal entity subject to sanctions, or is registered in a country subject to sanctions (such as the countries listed in Article 4.1.6 hereof).

■ Article 6 – Purpose of the credit

6.1 The borrower shall explicitly use the credit in accordance with the purpose stated by the borrower and restated in the special terms and conditions.

6.2 The bank is not required to verify whether the credit is being used in accordance with the purpose stated by the borrower, and it shall not be held liable for this.

■ Article 7 – Rates, interest, charges and fees

7.1 The administrative fees which the borrower has to pay to the bank on the date that the special terms and conditions are signed are established in the special terms and conditions.

7.2 The bank deducts charges and the usual fees for transactions of any kind carried out at the request and on behalf of the borrower, at the rate set by the bank.

7.3 All fees, expenses and costs (including fees for lawyers, registration, administration, stamps, VAT and other taxes) incurred by the bank in connection with the credit and the special terms and conditions and, in particular, in connection with the negotiation, preparation, amendment and execution thereof and of the guarantees and security interests attached thereto, and with the collection of debts and guarantees, are solely borne by the borrower.

7.4 The bank reserves the right to seek external legal advice if there is a foreign link with the Grand Duchy of Luxembourg for any required financing or a pledged assets. The fees associated with any external legal advice shall be borne by the borrower.

7.5 The applicable interest rates are established in the special terms and conditions. Interest rates may in particular be established based on one of the following reference rates, with the understanding that this reference rate may not be less than 0 under any circumstances:

7.5.1 EURIBOR (Euro InterBank Offered Rate) refers to the money market reference rate administered by the European Money Markets Institute (EMMI), which measures the rate at which wholesale funds in euros could be obtained by credit institutions in European Union and EFTA countries on the unsecured money market, for the maturity in question, as published every TARGET business day, at or around 11:00 CET [https://www.emmi-benchmarks.eu/benchmarks/euribor/].

7.5.2 SONIA (Sterling Overnight Index Average) refers to the overnight reference rate in pounds sterling, administered by the Bank of England, which measures the interest rate paid on short-term wholesale funds in sterling under conditions where credit, liquidity and other risks are minimal. SONIA is calculated on each London business day based on overnight unsecured eligible transactions and published at 09:00 on the following London business day. [https://www.bankofengland.co.uk/markets/sonia-benchmark/sonia-key-features-and-policies].

7.5.3 EFFR (Effective Federal Funds Rate) refers to the effective rate on the federal funds market, calculated and published by the Federal Reserve Bank of New York corresponding to the volume-weighted median of the volumes of overnight unsecured transactions in US dollars on the federal funds market, i.e. the market on which deposit-taking institutions and some other entities lend funds to one another on a very short-term basis.

7.5.4 SARON (Swiss Average Rate Overnight) refers to the overnight secured money-market reference rate in Swiss francs, administered by SIX, which reflects the cost of overnight financing in CHF on the Swiss repo market and which is based on the transactions closed and tradable prices (quotes) on that market [https://www.snb.ch/en/services-events/digital-services/faq-overview/qas_gp_ums#t01].

7.5.5 €STR (euro short-term rate) refers to the overnight reference rate in euros, administered and published by the European Central Bank (ECB), which reflects the cost of unsecured overnight wholesale borrowing in euros for eurozone banks. The €STR is published every TARGET business day based on transactions closed and settled on the previous TARGET working day. [https://www.ecb.europa.eu/stats/financial_markets_and_interest_rates/euro_short-term_rate/html/indexe.en.html].

7.5.6 SOFR (secured overnight financing rate) refers to the overnight reference rate in US dollars, administered and published by the Federal Reserve Bank of New York, which is a broad measurement of the cost of overnight borrowing secured by US Treasury securities. The SOFR is calculated as a volume-weighted median of the volumes of transactions observed on the US Treasury repo market [https://www.newyorkfed.org/markets/reference-rates/sofr ?cid=SM1900054756].

7.6 Unavailability of reference rates

7.6.1 Events affecting the reference rate

An event affecting the reference rate is deemed to occur in any of the following cases:

- the announcement by the administrator of the reference rate or any competent authority of the abolition of the rate for any reason whatsoever;
- the decision of or the announcement by the administrator of the reference rate or any competent authority that (i) the rate is no longer representative or (ii) the rate can no longer be used;
- the reference rate not being published for five (5) consecutive business days.

The replacement date is:

- the date that the rate is abolished, when such an announcement is made;
- the date that a statement is made that the rate is no longer representative, within a reasonable timeframe and as per market practice, when such a statement is made;
- on the first business day following the period of more than five (5) consecutive business days, when the rate is not published for such a period.

7.6.2 Replacement of the reference rate and adjustment

From the replacement date, the interest shall be calculated on the basis of:
- a replacement rate, and
- an adjustment value.

As recommended by the administrator of the rate or by any competent authority.

If there is no recommended adjusted rate from the administrator of the rate or the competent authority, the bank:

- shall designate a replacement rate, and;
- where appropriate, make a financial adjustment to reduce or remove, as far as possible, any transfer of economic value between the parties, resulting from the replacement rate being implemented.

7.6.3 No adjustment possible - negotiation

If the bank is unable to establish an adjustment value as set out above, it shall notify the borrower by registered letter with acknowledgement of receipt.

The bank and the borrower then have thirty (30) calendar days from this notification to negotiate a mutually satisfactory solution around replacing the rate in question with a new reference rate.

During this negotiation period:

- the bank may oppose any disbursement, and;
- the last known value for the reference rate shall continue to apply for calculating the interest.

7.6.4 Failure to reach an agreement – termination of the credit

If no agreement is reached at the end of thirty (30) calendar days:

- the credit may be terminated by the bank, and;
- all of the amounts owed by the borrower shall be payable

automatically.

The bank shall then calculate the credit balance (remaining outstanding principal due, interest, fees, charges and ancillary costs) on a date agreed by the parties.

If no agreement is reached, the bank may set the termination date, which shall be within ten (10) business days of the end of the thirty (30) calendar-day negotiation period.

7.7 Unless stipulated otherwise in the special terms and conditions, the bank may, at any time during the credit term, change the interest rate based on changes and developments in money market rates. The bank may also, at any time during the credit term, change the interest rates should there be (i) a legislative or regulatory amendment, or an amendment to any text which is obligatory or (ii) a change in the legal or administrative interpretation thereof, which subsequently results in reduced remuneration for the bank. Furthermore, the bank may, at any time during the credit term, adapt the credit repayment terms, as well as the fees and charges for the same reasons. The bank shall have to notify the borrower of any amendment pursuant to this paragraph in accordance with the provisions of Article 2.2 of this document, and the amendments shall be deemed to have been accepted in accordance with the provisions of the same article.

■ Article 8 – Capitalisation of interest and late-payment interest

8.1 All of the amounts due and payable by the borrower under the credit accrue and continue to accrue interest automatically until they are repaid in full. Without prejudice to any of the bank's rights and actions, the borrower shall be required to pay interest, for each day of delay, on any amount due under the credit. Late-payment interest is established based on the interest rate specified in the special terms and conditions plus four (4) per cent per year.

8.2 Unless stipulated otherwise in the special terms and conditions, interest for credits held in current accounts is payable quarterly on 31 March, 30 June, 30 September and 31 December of each year (loan agreement) from the last business day of each period, with a value date preceding the last business day of the period. Unpaid interest on the due dates is added to the principal and, automatically, with no need for formal notice, accrues interest at the same rate as the principal.

8.3 The application of these late-payment interest rates may not constitute a waiver by the bank of any of its rights under the credit, the special terms and conditions or the general credit terms and conditions.

■ Article 9 – Simplified credit procedure

9.1 The borrower may, subject to written approval from the bank, apply for a credit facility in the form of an advance or an overdraft up to the weighted value of the assets which are deposited or which the borrower shall deposit on an/the account(s) opened in the borrower's name with the bank ("**facility**").

9.2 If the bank decides to accept this application, the facility granted in the form of an advance and in accordance with the procedure described in this Article 9 shall involve a variable-rate or fixed-rate bullet credit with a fixed maturity of less than one year, non-renewable. Any acceptance from the bank must be in writing. It may take the form of a bullet, single-drawdown or multi-drawdown credit. The credit type shall be established and detailed in the offer.

9.3 The overdraft facility authorised in accordance with the procedure set out in this Article 9 shall take the form of an open-ended variable-rate overdraft.

9.4 Notwithstanding the provisions of this Article 9, all of the other provisions of these general credit terms and conditions shall apply to the facility granted in accordance with the procedure set out below.

9.5 The facility may be granted in euros, US dollars, pound sterling or Swiss Francs. The bank must provide special authorisation for a facility in any other currency.

9.6 As a continuing guarantee for the payment, performance and discharge of all of the borrower's obligations, the guaranteed obligations are unconditionally guaranteed by a pledge over all assets, financial instruments, receivables, principal and interest, present and future, entered in the account(s) or sub-account(s) opened in the name of the borrower or any third-party guarantor with the bank (the "**pledged assets**"), or a third-party guarantor in favour of the bank. If applicable, the pledge agreement (the "**pledge agreement**") must be signed before the facility is finalised. The pledge agreement, as well as any other guarantee granted by the borrower or any third-party guarantor, may be subject to margin calls under the terms and conditions defined between the parties, if the value of the guarantees was to fall.

9.7 In specifically agreed circumstances, at the bank's discretion, the bank may provide the borrower with the facility without a guarantee.

9.8 At its sole discretion, the bank shall set the maximum usable amount of the granted facility up to the weighted value of the pledged assets with the bank or that the client (or the third-party guarantor) would contribute to this pledged account through this facility. At its sole discretion, the bank determines the amount and type of assets and guarantees, which it accepts as cover for the facility and the lendable value that it attributes to these assets and guarantees. In addition, the bank reserves the right to refuse specific assets or guarantees without giving any reasons.

9.9 The maximum usable amount is determined in accordance with paragraph 9.8 above. The weighted value of the assets and/or guarantees is determined by the bank based on the different weighting rates set in Appendix 1 of the pledge agreement and in credit facility. The borrower shall be notified of any amendment to this aforementioned weighting appendix by post or e-mail. If, despite the above provisions, the borrower requests a higher amount, the bank may grant it at its sole discretion. The total amount of all of the orders placed by the borrower with the bank and not executed, which is determined by adding up the different values of the available assets, may not bring the ratio between the weighted value of the pledged assets and guarantees and the amount of overdrafts and advances already made under the facility (the "**principal debt**"), expressed as a percentage (the "**coverage ratio**"), below the 100% (one hundred percent) threshold at any time. Should this occur, the bank would be entitled to limit the execution of orders so that the coverage ratio remains above 100% (one hundred percent). In this case, the orders to be executed shall be selected chronologically by the bank. Irrespective of the currency of the agreed facility, the maximum amount of the facility which the borrower may use is determined in euros. The equivalent in euros of any amount drawn by the borrower in a different currency shall be determined on a daily basis by applying the daily fixing rate.

9.10 The use of the facility shall not set out to transform the credit into financing regulated by Luxembourg or foreign law (i) on consumer protection or (ii) on any other regulated credit, or result in this transformation occurring. In particular, the facility must be intended for acquiring immovable property, financing construction works, acquiring an aircraft and/or marine vehicle, or acquiring works of art, nor may it relate to a credit granted to a consumer of between 200 euros and 100,000 euros or its equivalent in a foreign currency. The above list is not comprehensive. The bank shall be under no obligation to verify that the loaned funds are being used in accordance the borrower's representation. If the loaned funds are not being used by the borrower as per their representation, the borrower shall hold the bank harmless from and against any damage which may arise as regards the bank.

9.11 The borrower may send their application by e-mail (unsecured messenger or through the "**e-banking**" system) to their private banker, specifying the amount that they would like to obtain under the facility. Subject to the feasibility of the facility and after validation internally, the bank shall inform the borrower by return e-mail of the specific terms and conditions of the facility that it is offering (such as amount, interest rate and maturity date) ("**offer**"). The borrower must then confirm their agreement to the terms and conditions of the facility offered by the bank by signing them ("**acceptance**").

9.12 The borrower acknowledges that any credit in the form of an overdraft or an advance may give rise to a leverage effect which, if the circumstances are favourable, may offer a higher return and profit or, otherwise, entail loss risks up to the liquidation of the property and security interests pledged and/or provided as a guarantee in favour of the bank or the realisation of any guarantee granted to the bank, whether they already exist or are required on top by the bank to cover the facility amount. If, during the life of the facility, the value of the pledged assets and guarantee is not enough to cover the facility fully, the borrower agrees that the pledged assets shall be appropriated and/or sold and/or transferred by the bank, even at an unfavourable time for the borrower, in accordance with the terms and conditions set out in the pledge agreement signed by the borrower or that any guarantee may be realised at the bank's discretion.

9.13 If the appropriation and/or sale and/or transfer of the pledged assets and/or the realisation of any guarantee granted to the bank is not enough to cover the entire facility, the balance shall become immediately due upon request by the bank, with no prior formal notice.

9.14 The provision of any facility is subject to the prior fulfilment of the conditions set out in these general credit terms and conditions or conditions agreed between the borrower and the bank by any other means. If any of these conditions have not been fulfilled, no funds can be disbursed.

9.15 The overdraft facility is offered for an indefinite period. The bank and/or the borrower may terminate it at any time by registered letter with acknowledgement of receipt, subject to a notice period of one (1) month without prejudice to the bank's right to terminate the overdraft agreement with immediate effect for non-fulfilment by the borrower of their obligations arising from the special terms and conditions or the general credit terms and conditions. Upon receipt of the termination letter, the borrower may no longer use the overdraft during the notice period. In addition, the closure of the borrower's current account shall automatically result in the overdraft facility being terminated immediately, without any further formalities, with the understanding that the borrower's current account may only be closed on their initiative, subject to the bank verifying that the conditions relating to closing this account have been met.

9.16 Funds may be disbursed in single or multiple drawdowns ("**drawdown(s)**") For a granted advance facility, a maximum of three (3) drawdowns may be made. Each drawdown shall be for a minimum amount of EUR 100,000 (one hundred thousand euros). The total amount of the different drawdowns may not exceed the principal amount of the advance in any circumstances. Each drawdown shall follow a disbursement request from the borrower. The request may be made on a business day (as defined below) from the date that the bank receives the confirmation e-mail from the borrower accepting the bank's offer and, at the latest, up until the disbursement deadline set out in the bank's offer. The disbursement request may be sent to the bank by e-mail, with this e-mail providing proof of the instructions having with the same conclusive force as a written document signed by the borrower or their representative Following the disbursement request, all or some of the principal amount of the advance shall be provided to the borrower within three (3) business days (the "**disbursement date**") in the relevant account opened with the bank in the borrower's name.

9.17 Funds may be disbursed during any full day when (i) the interbank market operates, (ii) banks are open in Luxembourg and (iii) the TARGET (Trans European Automated Real-Time Gross Settlement Express Transfer) system is open ("**business day**") between the date that the borrower accepts the offer and the final maturity date (for an overdraft facility) or the disbursement deadline (for an advance facility), as indicated in the offer.

9.18 Under any facility agreed in accordance with this Article 9, the interest period shall be any period corresponding to a calendar quarter from the date that the facility is first used. Interest shall be calculated on the principal debt or the outstanding amount, based on the exact number of days of the interest period in question, divided by 360 days. The first day of the first interest period shall be the date that the facility is first used. The exact number of days of the interest period includes the first day of the period, with the last day excluded. Interest shall be calculated in arrears on the date of the last day, for each interest period, where the amount of interest on the account in question is due. The total amount of interest shall be payable on the last day of the relevant interest period.

9.19 The overdraft shall be repaid on or before the termination effective date for the overdraft under these general credit terms and conditions (the "**repayment date**"). The borrower shall repay the overdraft plus, where applicable, any fees, charges and ancillary costs for the overdraft and, where applicable, for the enforcement of the guarantees relating thereto. Consumer borrowers may be entitled to compensation if they can demonstrate a receivable to them and against the bank, established by a non-appealable final judgment. If the repayment date is not on a business day, it shall automatically be carried forward to the next business day, unless this postponement results in it being moved into a different calendar month, in which case, the payment shall be made on the previous business day.

9.20 The granted advance facility shall be repaid in full on or before the final maturity date set out in the offer ("**final maturity date**"). The borrower shall then repay the principal debt of the advance plus, where applicable, interest, fees, charges, penalties, expenses and ancillary costs under the facility, and, where applicable, under the corresponding guarantees minus any early repayment (as defined below) The borrower shall not be entitled to any compensation or deduction for any reason whatsoever. If the final maturity date is not on a business day, it shall automatically be carried forward to the next business day, unless this postponement results in it being moved into a different calendar month, in which case payment shall be made on the previous business day.

9.21 Early repayment of a variable-rate advance: for the entire term of a variable-rate advance facility, the borrower may, on each maturity date of an interest period, make an early repayment of all or some of the principal amount of the loan or the outstanding amount of the loan of a minimum of EUR 100,000 (one hundred thousand euros), provided that the bank has received from the borrower, at least two (2) business days before the maturity date of the interest period for the planned early repayment, notification by e-mail of their intention to make the repayment The early-repayment notification sent to the bank must specify the early-repayment amount, the source of the funds for this early repayment and the maturity date of the interest period when it must occur. Any early-repayment notification sent and received by the bank is irrevocable and obligers the borrower to make this early repayment on the maturity date of the specified interest period. All early repayments are final. For repayments in full, the facility shall be terminated on the early repayment date. For partial repayments, the contract formed shall not be terminated.

9.22 Early repayment of a fixed-rate advance: an early repayment of a fixed-rate advance may result in a penalty as stipulated in Article 17 of these general credit terms and conditions that the borrower herein explicitly accepts.

9.23 The above-mentioned repayments shall be made by direct debit from the borrower's current account opened with the bank. The borrower explicitly agrees to ensure that there are enough funds in the aforementioned current account at all times, in order to cover all of the direct debits required.

9.24 Any facility offer shall be valid for thirty (30) calendar days after the e-mail containing the form setting out the specific terms and conditions of the offer is sent and must be accepted by the borrower before the end of this period. After this period, the offer in question shall no longer be valid.

9.25 The administrative fees for an overdraft or advance facility are stated in the offer and in the bank's general pricing terms and conditions, unless the facility offer provides an exceptional amount based on the application type. The fee amount stated in the offer shall then only apply to the application in question. The administrative fees shall be collected by the bank within ten (10) business days of the date that the facility is first used and are non-refundable.

■ Article 10 – Termination and acceleration by the bank

10.1 At its discretion and through a prior formal notice, the bank may terminate the credit, declare it due and payable, and require immediate early repayment of all of the amounts owed by the borrower to the bank under the credit, with the borrower being unable to demand compensation of any kind from the bank, in any one of the following cases, each constituting a "default":

10.1.1 the borrower is in default in relation to the establishment, validity, performance or fulfilment of the obligations and commitments under the bank general terms and conditions, the special terms and conditions, the general credit terms and conditions or the guarantees and security interests related thereto;

10.1.2 a representation or warranty from the borrower, under the special terms and conditions or the general credit terms and conditions, is or proves to be inaccurate on the date when it was made or deemed to have been restated;

10.1.3 any clear and substantial deterioration in the borrower's economic and financial situation which could have an adverse impact on the fulfilment of their obligations, as well as any event which would raise reasonable doubts about the creditworthiness of the borrower, their spouse (provided that they are married under a community of property regime) or of one of the individuals that has provided a personal guarantee as a security interest for the borrower's commitments, such as, for example, an application for a composition order, for the company to be placed under controlled administration, for judicial reorganisation as stipulated by the Law of 7 August 2023 on business preservation, a bankruptcy order, a winding-up application or for claims for assets held by the bank on the borrower's behalf;

10.1.4 accelerated repayment, for any reason at all, or a payment default by the borrower for a repayable amount owed to anyone and for any reason at all, and, where applicable, any default linked to derivative transactions (over-the-counter- and exchange-traded derivatives) between the borrower and the bank;

10.1.5 seizures of all or a substantial proportion of the property, rights or assets of the borrower and/or the guarantors; and any investigation, freezes or sequestration measures affecting the property, rights or assets of the borrower and/or the guarantors, including the assets provided as a guarantee;

10.1.6 cessations or significant changes in the core business activities of the borrower or of the third-party guarantor, which could have an adverse impact on the fulfilment of their obligations;

10.1.7 the borrower is or becomes a recalcitrant customer or a "Non-Participating Foreign Financial Institution" under the FATCA (Foreign Account Tax Compliance Act);

10.1.8 any change in the shareholding or the departure of a partner or shareholder of the borrower for any reason at all, as well as the dissolution, liquidation or transformation of the borrower for any reason at all;

10.1.9 the death of the borrower or any third-party guarantor who is a private individual;

10.1.10 the guarantees and security interests listed in the special terms and conditions (i) are not granted, validly established or made enforceable against third parties or do not have the agreed ranking for any reason whatsoever or (ii) cannot be realised, or their realisation is altered or affected in any way whatsoever or does not permit the bank to enjoy the agreed ranking;

10.1.11 any event which could potentially render any security interest or guarantee granted in favour of the bank under the credit invalid, unenforceable or void, as well as any event that could potentially significantly affect the financial situation or assets of a third-party guarantor or their ability to honour their obligations under this guarantee;

10.1.12 non-fulfilment of any obligation related to a security interest, a guarantee or any other obligations arising from a collateral agreement granted to the bank under the credit;

10.1.13 if the value (which the bank is responsible for assessing) of all or a proportion of the property provided as a guarantee falls to zero, changes or decreases, with the understanding that value, weighting and coverage are calculated by the bank in accordance with the Rules for Valuing and Weighting Pledged Assets set out in the applicable appendix;

10.1.14 for sanctions (as defined in Article 4.1.6 hereof) imposed against the borrower;

10.1.15 for a failure by the borrower to return the signed originals of the credit documents to the bank before any disbursement / drawing, or, at the latest, within ten (10) working days of the first (1st) disbursement / drawing, and;

10.1.16 in all other legally permitted cases.

10.2 The bank shall notify the borrower of the termination of the credit by registered letter, without any other notification, warning or formality. Payment or adjustments after the registered letter is sent shall not impede the termination and acceleration.

10.3 If the credit is terminated following a default, and if the amounts due are not paid immediately, the credit balance (remaining outstanding principal due plus interest, fees, charges or ancillary costs) shall be subject to late-payment interest at the contractual rate specified in Article 8.1 above.

10.4 The borrower confirms that they have understood that failure to repay the amounts owed under the credit, particularly due to the unavailability of their assets as a result of sanctions (as defined in Article 4.1.6 of this document), shall result in a substantial increase in the remaining outstanding due plus the late-payment interest specified in Article 8.1 above, until the amounts owed by the borrower are repaid as soon as their assets are made available, as well as, where applicable, fees and ancillary costs incurred by the bank in order to recover its debt.

■ Article 11 – No waiver

If the bank does not exercise one of its rights or does so late, this does not constitute a waiver of that right and shall not prevent the bank from exercising that right or any other right. Similarly, if it partially exercises a right, this shall not prevent rights that have not yet been fully exercised from being exercised subsequently. The rights set out in this article are combined with any rights which could arise under law.

Article 12 – Accounting

12.1 Accounting for the credit shall be done in a sub-account under the same root account, opened in the borrower's name with the bank. This sub-account shall only record the required entries for repaying the credit.

Unless stipulated otherwise, a quarterly statement shall be drawn up for the current account linked to this sub-account. In each statement, the interest, fees and other ancillary costs due shall be capitalised, added to the account balance and be used as the basis for calculating interest in the subsequent period, in accordance with the normal operation of the current account.

12.2 The borrower acknowledges that the granting of the credit, its repayment and, in general, the borrower's situation with respect to the bank shall be sufficiently observed, justified and substantiated by the bank's entries, ledgers, correspondence and receipts.

12.3 Entries made by the bank on the borrower's account shall be deemed as proof, unless there is an obvious error. Any complaint relating to account statements must be submitted, at the latest, within thirty (30) calendar days of the date that they are sent. If no complaint is submitted within this timeframe, the statements are to be deemed accurate and approved.

Article 13 – Payments of the borrower and charges

13.1 The payment of any amount owed by the borrower to the bank under the credit agreement shall be made net of any taxes, duties, withholding tax or deduction of any kind whatsoever, present or future. Should any tax, duties, withholding tax or deduction of any kind whatsoever apply under the credit agreement, it shall be payable by the borrower in addition to the owed amounts stated in the credit agreement, or shall be paid by the borrower directly to the competent tax authority.

13.2 All payments, for any reason whatsoever, to be made by the borrower under the credit, the special terms and conditions or the general credit terms and conditions shall be made into an account opened with the bank in the borrower's name in the currency of the credit or any other currency specified in the special terms and conditions.

13.3 The borrower irrevocably authorises the bank to charge the amounts required for settling all of the amounts owed under the credit, the special terms and conditions or the general credit terms and conditions to the account mentioned in paragraph 13.2 above.

13.4 If a payment or repayment of any kind received by the bank from the borrower under the credit is less than the amount owed in accordance with the special terms and conditions, the bank shall prioritise charging the available amounts as follows: (i) for payment of the fees owed to the bank, which are due and unpaid, and as repayment of the fees incurred by the bank, (ii) for payment of interest which is due and unpaid, (iii) for payment of capital which is due and unpaid, and (iv) for payment of all other amounts owed under the credit and the special terms and conditions.

Article 14 – Transfer of the credit

14.1 At any time, the bank may transfer all of its receivable from the borrower under the credit, by any legal means, such as by transfer, subrogation and endorsement of issued instruments representing the credit or otherwise.

14.2 If a transfer occurs under the aforementioned conditions, the guarantees related to the credit, including the insurance benefit, shall be transferred ipso jure to the transferee, and the borrower shall be informed of this by letter or by other appropriate communication method.

14.3 The borrower is not authorised to transfer their rights and obligations arising from the credit.

Article 15 – Joint and several liability and indivisibility

15.1 If a credit is granted to a number of borrowers, they and their heirs and/or assigns are jointly and indivisibly bound by all of the obligations under the credit, the special terms and conditions and the general credit terms and conditions.

15.2

15.2 The borrower shall not be discharged or released from their obligations under the credit under any circumstances for the dissolution, bankruptcy or reorganisation of any kind whatsoever of the borrower or of the bank.

Article 16 – Guarantees

16.1 The borrower unconditionally and irrevocably agrees, for the entire term of the credit, not to grant any mortgage, pledge, real and/or personal guarantee or other right whatsoever over all or some of their assets or income, current or future, as a security interest for any debt issued from a current or future borrowing or as a security interest for any current or future liability guarantee that they agree to or request towards any individual whatsoever, without extending a security interest of the same ranking to the bank or conferring any other security interest which the bank deems equivalent.

16.2 As a continuing guarantee for the payment, performance and fulfilment of all of the borrower's obligations, the guaranteed obligations, are hereby unconditionally covered by a pledge over all assets pledged by the borrower or any third-party guarantor held by the bank. For this purpose, "**guaranteed obligations**" means all obligations that are covered by a guarantee agreement pursuant to these general credit terms and conditions and/or the special terms conditions and/or or any other agreement signed between the borrower and the bank.

16.3 All guarantees and security interests granted or to be granted in accordance with the special terms and conditions or the general credit terms and conditions are in addition to or shall be in addition to security interests granted or to be granted in favour of the bank by the borrower or any third-party guarantor, or security interests required by law or regulations.

16.4 Without prejudice to any security interest that it has been able to obtain, the bank is entitled, at any time, to require further guarantees to be established or an increase to those which have been granted to it, through a margin call in particular, in order to cover itself against any risks which it may incur as a result of the credit, particularly due to a decrease in the value of the pledged assets or financial instruments. If the borrower does not provide the further guarantees as requested within the given deadline, the bank is entitled to:

16.4.1 terminate the credit, declare it due and payable, and require immediate early repayment of all of the amounts owed by the borrower to the bank under the credit, with the borrower being unable to demand of any kind from the bank, and;

16.4.2 realise the guarantees that have been granted to it, in accordance with the legal provisions in force.

16.5 Any assets or financial instruments, pledged in favour of the bank in accordance with the special terms and conditions, the general credit terms and conditions or the bank general terms and conditions, must be sufficiently liquid and fully realisable under normal market conditions within a maximum of five (5) business days.

16.6 An extension of the credit does not entail any novation and maintains the initial credit with all of its terms and conditions, guarantees and security interests.

Article 17 – Early repayment

17.1 For an early repayment by the borrower for any reason whatsoever (with the exception of early repayment under Article 2.3 of this document), unless stipulated otherwise in the special terms and conditions, the borrower must pay a charge to the bank which is equal the positive difference between the amount resulting from the interest rate applying to the credit established in the special terms and conditions and the amount resulting from the rate obtained or potentially obtained by the bank to replace the funds repaid early on the market (with this amount discounted at the risk-free rate, which is defined as the applicable market rate on the repayment date plus the liquidity premium which the bank has to pay on this date), for the period between the early-repayment date and the final maturity date of the credit, as agreed in the special terms and conditions.

Article 18 – Right of withdrawal

18.1 In accordance with Article 2 of the bank general terms and conditions, should the credit agreement (which is not a consumer-credit agreement as defined in the Luxembourg Consumer Code) is signed remotely with a consumer (as defined by the Luxembourg Consumer Code), the consumer has fourteen (14) calendar days to withdraw from the agreement from the date that the special terms and conditions are signed by the consumer.

18.2 In accordance with this article, the borrower must immediately, without any further notice, warning or formality from the bank, repay the principal and the interest accrued on this principal from the date that the credit was drawn until the date that the principal is repaid, within thirty (30) calendar days maximum. This period shall commence from the date that the borrower sends the withdrawal notification.

18.3 If the repayment does not occur within the applicable account closing date, the legal interest rate in force shall automatically also apply to the amount owed from the first day after this period ends.

Article 19 – Notifications

19.1 For the performance of the general credit terms and conditions and the special terms and conditions, the borrower and their guarantors shall be deemed have to been validly notified and the official documents shall be deemed to have been validly served at the address indicated in the special terms and conditions.

19.2 The bank reserves the right to send any correspondence and to serve any official document to any other address provided by the borrower or the guarantor, or to the last address provided by them.

Article 20 – Invalidity

20.1 If any of the provisions of the general credit terms and conditions, the special terms and conditions, the bank general terms and conditions, a pledge agreement or any collateral agreement granted in favour of the bank under the credit are found, in whole or in part, to be invalid, unlawful or unenforceable, or are declared as such under legal, regulatory or administrative provisions, or following a ruling from a competent court, the other provisions shall remain in full force and effect.

20.2 The invalid, unlawful or unenforceable provision or a provision declared as such, shall be replaced by a valid, lawful or enforceable provision which shall have a financial and legal effect that is as close as possible to the effect of the provision declared invalid, unlawful or unenforceable, following good-faith negotiation between the bank and the borrower.

Article 21 – The bank's liability

21.1 The bank shall only be liable towards the borrower for wilful misconduct and/or gross negligence while undertaking its business activities, by itself or its staff members (board members and employees). Unless specified otherwise by law, it shall not be liable towards the borrower for any potential simple mistakes or errors in performing (including non-fulfilment or incorrect, incomplete or late fulfilment) its contractual and/or non-contractual obligations towards the borrower.

21.2 If the bank is held liable, the bank shall only be liable for lost interest, unless its attention has been drawn, in writing, to the risks of a higher loss for a given transaction. However, the potential liability of the bank towards the borrower shall not, in any event, result in compensation of any kind for indirect or incidental financial, commercial or any other type of loss, caused by a fault or error by the bank or its employees, even if the bank had been notified that this loss could potentially occur.

21.3 Any force majeure event or any measure taken by Luxembourg or foreign authorities which directly or indirectly affect the bank's performance of its obligations shall result in the performance obligation on the bank being suspended and, where applicable, cancelled, with the bank not held liable for any delay, non-performance or improper performance.

Article 22 – Applicable law and jurisdiction

22.1 These general credit terms and conditions, the special terms and conditions and, where applicable, the security-interest agreement(s), as well as relationships between the bank and the borrower and/or the related guarantor, are governed by the laws of the Grand Duchy of Luxembourg.

22.2.1 The courts of the City of Luxembourg shall have jurisdiction to settle any disagreement or dispute relating to these general credit terms and conditions, the special terms and conditions and, where applicable, the security-interest agreement(s). However, the bank reserves the right to initiate legal proceedings against the borrower in the court of the jurisdiction of the borrower's domicile.

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