

**Subscription Contract -
Corporate Banking Applications and French Online Administrative Procedures**

AGREEMENT BETWEEN THE UNDERSIGNED

Company name _____
 Legal form _____
 SIREN nb or _____ Registry (city) _____
 equivalent registration no. _____
 VAT number (only for European clients) _____
 Headquartered at the following address _____
 Postcode _____ City _____ Country _____
 Represented by Mr. Mrs. Miss Name _____
 First name _____
 Position _____

acting as a duly authorized agent for the purposes of this contract,

Hereinafter referred to as the "**Client**",

On the one hand

AND

The **SG Trust Services** company, S.A.S with a capital of €1.149.155, identification number R.C.S. 435 252 895. Nanterre, headquartered at 17 cours Valmy, 92800 PUTEAUX, FRANCE represented by Mr. Patrick Voisin, President, acting as a duly qualified agent for the purposes of this contract,

Hereinafter referred to as "**SG Trust Services**",

On the other hand.

The Client identified above wishes to have SG Trust Services issue Certificates, and SG Trust Services agrees to provide them in compliance with the provisions of this Subscription Contract.

Subscription	Annual unit License Fee ex-VAT in €	Unit price for the regeneration in € ex-VAT	Validity period of the certificate
Certificates on smart cards for Corporate Banking Applications and Online Administrative procedures	€ 95	€ 80	2 years
Certificates on cryptoprocessor key for Corporate Banking Applications and Online Administrative procedures	€ 95	€ 80	2 years

Prices indicated above do not take into account any bank fees and/or remittance fees that may be applied by the Client's bank, nor any customs duties.

Prices indicated above do not take into account any discount rates based on volume orders.

A technical data sheet specifying the installation prerequisites for using certificates is appended to this document. This appendix must be initialed.

Done in _____, on _____ **In two original copies**

Supporting documents to be attached: payment authorization and bank reference form (*only for clients with bank accounts held in France*).

Client's signature (*signature of the client's representative*)
(*please also initial each page*)

For SG Trust Services

PERSONAL INFORMATION. Personal information collected for the purposes of this document are required to process your request. This information, along with the information received subsequently, is intended for SG Trust Services, which is expressly authorized to store it on a computer system and to use it, as well as to communicate it for the same purposes to companies in the Société Générale Group or to third parties for administrative purposes. You have the right to access and rectify this information by writing to SG Trust Services at the following address: SG Trust Services, 17 cours Valmy, 92972 Paris La Défense Cedex FRANCE

NOTICE. The Client guarantees the accuracy of the information provided and the attached supporting documents and agrees to inform SG Trust Services immediately of any changes in said information. SG Trust Services or the branch manager of a company in the Société Générale Group or a central department of a company in the Group reserves the right to refuse files that are incomplete or that contain erroneous data.

PART 1 : SPECIFIC CONDITIONS

1. PURPOSE

- 1.1. The purpose of these Specific Conditions (the "Specific Conditions") is to specify the subscription methods for the services provided by SG Trust Services to its Clients as part of Online Administrative Procedures and Corporate Banking.
- 1.2. The provisions of the General Conditions are fully applicable to the Specific Conditions. In case of a contradiction between the provisions of the General Conditions and those of the Specific Conditions, the latter provisions shall prevail.
- 1.3. The Client is responsible for all formalities (in particular registration and enrollment) with the Corporate Banking applications (for example, Sogecash Net International) and for remote administrative declaration applications. SG Trust Services shall not be held liable if the Client does not perform said formalities.
- 1.4. The distribution and management of signature Certificates are governed by the Certification Policy for signature Certificates. The distribution and management of Authentication Certificates and Key Encryption Certificates are governed by the Certification Policy for Authentication Certificates and Key Encryption Certificates. These two Certification Policies are under the responsibility of the SG Trust Services Certification Authority.

2. USE OF A CERTIFICATE

- 2.1. **Ban.** The Client agrees to use the Certificates supplied by SG Trust Services exclusively for:
 - Corporate Banking applications such as Sogecash Net International.
 - French Online Administrative Procedures such as remote tax or social declarations.SG Trust Services shall not be held liable if this obligation is not met.
- 2.2. **New Services.** SG Trust Services may be required to offer additional services. SG Trust Services shall inform the Client of these new Services prior to the application of the General Conditions and the Specific Conditions.

3. LIABILITY

In case of a decision invoking any liability of SG Trust Services to the Client, the damages, interest and indemnities for which it is responsible for any cause whatsoever shall not exceed an amount equal to **40** times the annual subscription price of the Certification service that caused the damages.

PART 2 : GENERAL CONDITIONS

1. PURPOSE

The purpose of these General Conditions (the "General Conditions") is to specify the methods for issuing and using Certificates provided by SG Trust Services to its Clients.

2. DEFINITIONS

- 2.1. The terms below shall be defined as follows:

Certificate: logical computing object making it possible, depending on the subscribed Service, to authenticate its Subscriber and/or participate in the electronic signature of a document and/or encode a message. The Certificate is stored on a Physical Medium. This Certificate is provided and signed by the SG Trust Services CA.

Certificate Manager : individual that has been appointed by the CA to act as a local RA and authorized by the Client to represent it when requesting a Certificate or a Revocation and who may sign connection kit requests if the need arises. The Certificate Manager is informed of any events that arise concerning the Certificate.

Certificate Policy (CP): document describing (from an organizational standpoint) the services provided by SG Trust Services for supplying Certificates and in particular the process for issuing, using, and revoking them.

Certificate Renewal: automatic renewal operation at the end of the validity period for a certificate that consists in providing a new certificate for a Subscriber. The regeneration of a certificate following a revocation is not a renewal.

Certificate Revocation List (or CRL): list of the serial numbers of revoked Certificates. The URL is visible in the SG Trust Services certificate.

Certification Authority (CA): entity responsible for the Certificates signed in its name and performing the following functions:

- implementation of the CP,
- management of Certificates,
- management of physical media and their Activation Data,
- publication of Certificate Revocation List (CRL),
- logging and archiving of events and information concerning the operation of the Public Key Infrastructure,
- receipt and processing of Certificate Revocation requests,
- archiving of files for Certificate or Revocation requests.

Client: corporate entity that signs the Subscription Contract, that authorizes the Subscribers to use Certificates, and that authorizes the Certificate Manager to represent it for Certificate management. This entity has an open account with a company in the Société Générale Group.

Confidential Data: information to be kept secret by the Subscriber, including the Subscriber's ID code (chosen by the Subscriber and identified on the Individual Subscriber Request), the Private Key, the Certificate Private Key activation code for keeping the key in a secure manner, and any confidential data required to use the Physical Medium (in particular the PIN code attached to a smart card).

Connection Kit Sales Contract: contract, included in the Subscription Request Form if appropriate, specifying the methods for providing a connection kit to read the Physical Medium.

Distributor: Either the agency of a company in the Société Générale Group located in France or abroad, or the central department of a company in the Group. Distributors perform the following tasks among others:

- The authentication of requests by the Certificate Manager,
- The verification of the faithfulness of documents sent by the Certificate Manager,
- The transmission of certificate requests.

Individual Subscriber Request: contract included in the Subscription Request Form specifying in particular the name and address of the Certificate Requester and the type of Certificate the CA will issue, sign, and deliver to the Requester.

License Fee: subscription price to the Service, to be paid to SG Trust Services in compliance with the provisions in article 12.

Parties: SG Trust Services and the Client.

Party: SG Trust Services or the Client.

Physical Medium: physical cryptographic medium on which both the Subscriber's Certificate and Private Key are stored. The Physical Medium used for a given Certificate is specified in the Individual Subscriber Request.

Private Key: authentication key for a signature or an encryption, which must be kept secret by the Subscriber. The Private Key is associated with a Public Key contained in a Certificate.

Registration Authority (RA): entity that verifies that the Certificate requesters are identified according to the rules of the CP, and that their identity has been verified. The CA is responsible for the RA. The role of the RA is shared by the CA, the Distributor, and the Certificate Manager.

The RA is also responsible for receiving and processing Certificate Revocation requests.

Revocation: operation requested by the Certificate Manager, the Subscriber, the RA, or the CA that results in the deletion of the guarantee commitment of the CA on a given Certificate prior to the end of its validity period. The Revocation operation is considered complete when the serial number of the Certificate to be revoked and the Revocation date are published in the Certificate Revocation List (CRL).



Service: certification service offered by SG Trust Services to the Client that is described in the Specific Conditions.

Subscriber: individual to whom one or more Certificate(s) is(are) delivered, under the Client's responsibility. Any operation performed or reported as such by the Subscriber is binding for the Client as if the operation had been performed by said Client. In the phase upstream from Certification, this is a Certificate "Requester". Within an X.509 V3 Certificate, the Subscriber's identity information is stored in the "Object" field. As soon as the individual is a "Certificate Subscriber", he/she represents the Client authorizing him/her to do so in secure exchanges.

Subscription Contract: contract for providing Certification services that must be signed by the Client wishing to authorize Subscribers to use Certificates.

Subscription Request Form (SRF): set of contracts/forms and supporting documents to be provided to the RA so that it can verify the information requested by the CA for issuing a Certificate. These supporting documents are described in each of the contracts/forms. The SRF contains among other things the Subscription Contract, the Certificate Manager ID form, the Individual Subscriber Request, and the Connection Kit Sales Contract.

Website: Website of SG Trust Services dedicated to the Services.

Working Day: in France, any day of the week except for Saturday, Sunday, and holidays.

3. PREREQUISITE CONDITIONS FOR OBTAINING CERTIFICATES

- 3.1. To obtain Certificates, the Client must submit a Subscription Request Form to a Distributor authorized by SG Trust Services.
- 3.2. The Subscription Request Form contains, among other things, identification information concerning the Client, the Certificate Manager(s) and the Subscriber(s).
- 3.3. The Subscription Request Form must include supporting documents signed sequentially by the Client, the Certificate Manager, and the Subscribers.
- 3.4. The Client must fill in and sign:

3.4.1 these Subscription Contract;

3.4.2 the Certificate Manager ID form

Each Certificate Manager must fill in and sign:

3.4.3 the Certificate Manager ID form;

3.4.4 at least one Individual Subscriber Request;

3.4.5 the Connection Kit Sales Contract (if applicable).

Each Subscriber must sign the Individual Subscriber Request.

- 3.5. When submitting the Subscription Request Form, the Client must specify the type of Certificate it wants to use: Certificates stored on a Physical Medium. In this case the Client can, if need be, attach to the Subscription Request Form a signed, completed Connection Kit Sales Contract.
- 3.6. Incomplete Subscription Request Form may be refused by SG Trust Services or by the Distributor. The information provided in the Subscription Request Form must be accurate. SG Trust Services must be notified immediately in writing of any changes to the information in the Subscription Request Form, and this notification, must be accompanied by the required supporting documents (in particular the death or departure of a Certificate Manager or a Subscriber).
- 3.7. SG Trust Services reserves the right to refuse the Subscription Request Form if the Client is insolvent, involved in legal proceedings, or undermines public decency in any manner whatsoever. SG Trust Services expressly authorizes the Distributors to refuse the Subscription Request Form if one of these conditions is met.
- 3.8. The conditions for providing Physical Media are described in article 4.5 of this contract.

3.9. The Client guarantees the accuracy of the information contained in the Subscription Request Form concerning the Client, the Certificate Manager(s) and the Subscriber(s) as well as the regular updates of said information. SG Trust Services assumes no liability whatsoever to the Client concerning the form, accuracy, authenticity, or legal effect of the supporting documents submitted by the Client, the Certificate Manager(s) and the Subscriber(s).

3.10. The Client recognizes that the Certificate to be provided to the Subscriber will contain information concerning its identity (for example, its company name and address).

4. DELIVERY OF A CERTIFICATE

- 4.1. Two Certificates are provided to a Subscriber who has duly completed and signed an Individual Subscriber Request.
- 4.2. SG Trust Services informs the Subscriber and the Certificate Manager of the provision of the Certificate.
- 4.3. The Subscriber has 30 calendar days from the date of the availability notification e-mail to download the Certificate. After that period, SG Trust Services will delete the corresponding Certificate without advance notice. The amounts debited shall remain the property of SG Trust Services.
- 4.4. When downloading his/her Certificate, the Subscriber shall verify on the Website the information contained on the Certificate. The Subscriber is responsible for notifying SG Trust Services of any inaccuracy or failures within 7 Working Days after downloading the Certificate, in particular if the data written on the Certificate does not match the information contained in the Subscription Request Form. If the Subscriber does not notify SG Trust Services within that period, or if the Subscriber uses the Certificate, then the Certificate will be considered to have been accepted. If the Subscriber submits notification within the aforementioned period, SG Trust Services shall provide the Subscriber with a new Certificate. SG Trust Services shall pay any fees related to the provision of a new Certificate if the discrepancy between the Subscription Request Form and the Certificate is due to a data transcription error of information written legibly in the Subscription Request Form.
- 4.5. Certificate stored on a Physical Medium

The Physical Medium shall be sent by mail either to the Subscriber at the postal address specified on the Individual Subscriber Request or to an individual whose name and address appear on the Connection Kit Sales Contract. The installation procedure for the Certificate is identical to the procedure described in articles 4.1, 4.2, 4.3 and 4.4 of these General Conditions. Under the Client's responsibility, each Subscriber creates on the Physical Medium the Private Key associated with a Certificate.

5. VALIDITY PERIOD OF A CERTIFICATE

- 5.1. SG Trust Services makes two Certificates available to the Subscriber designated in the Individual Subscriber Request, on condition that the corresponding License Fee is paid.
- 5.2. The validity period of a Certificate is indicated in the Individual Subscriber Request.
- 5.3. Unless SG Trust Services is notified by registered letter or by a request to a Distributor, 2 months prior to the end of the validity period for the Certificate, the Certificate shall be tacitly renewed and made available for successive periods equal to the initial period.
- 5.4. If a Certificate is revoked, SG Trust Services shall make available to the Client a new Certificate with a validity period equivalent to the previously revoked Certificate. The Client shall pay the cost of regenerating the Certificate. This cost is specified on the first page of this Subscription Contract.
- 5.5. The renewal of the Certificate must include a change to the Private Key.
- 5.6. If the Certificate is not downloaded by the subscriber within the time limit given by the Individual Subscription Request, the certificate will no longer be available. This certificate will not be renewed at the end of its validity period.



6. USE OF A CERTIFICATE

- 6.1. **Ban.** The Client agrees to use only Certificates delivered by SG Trust Services for the applications described in the Specific Conditions. SG Trust Services shall incur no liability if this obligation is not met.
- 6.2. **Minimum configuration.** The Client agrees to use the Certificates and, if need be, the Physical Medium on computer workstations that comply with the minimum specifications defined by SG Trust Services in the Appendix. The Client recognizes that these minimum specifications may be modified. In that case, SG Trust Services shall first inform the Client accordingly. The Subscriber is responsible for wear on the computer on which the Certificate is used, as well as the deterioration of the information stored on the aforementioned computer media due to the influence of magnetic fields.
- 6.3. **Probative value.** The Client recognizes that the Certificate cannot be considered to have any probative value only within the framework of the conventions on the proof defined in the applications described to the Specific Conditions.

7. REVOCATION OF A CERTIFICATE

- 7.1. The Revocation of a Certificate may be requested by:
- the Subscriber in whose name the Certificate was issued or the Certificate Manager;
 - SG Trust Services or the Distributor.
- 7.2. **Revocation by the Subscriber or the Certificate Manager.** The Subscriber or the Certificate Manager shall immediately request the Revocation of a Certificate if one of the following events occur:
- 7.2.1 (i) the information concerning the Subscriber's identity appearing in the Subscription Request Form or the Certificate is no longer accurate;
- 7.2.2 (ii) the death of the Subscriber, his or her departure from the Client's company, or the loss of his/her authorization given by the Client to use Certificates;
- 7.2.3 (iii) the loss or theft of the Confidential Data;
- 7.2.4 (iv) the loss or theft of the Physical Medium;
- 7.2.5 (v) the sale of the Client's business or of the company to which the Subscriber belongs;
- 7.2.6 (vi) the Subscriber's private key is compromised or is suspected of being compromised.

Under no circumstances shall SG Trust Services be held liable if the Certificate Manager or the Subscriber does not make a Certificate Revocation request when one of the aforementioned circumstances arises.

- 7.3. **Methods.** When one of the circumstances described in article 7.2 above occurs, the Subscriber or the Certificate Manager shall immediately request Certificate Revocation:
- by accessing the corresponding topic on the Website and by logging on; or
 - by telephone, mail, or fax to the SG Trust Services Client Service department;

The request shall specify the reason for the Certificate Revocation.

In case of revocation requested, SG Trust Services needs absolutely to receive a written confirmation from the client in order to stop the invoicing.

- 7.4. **Revocation by SG TRUST SERVICES.** SG Trust Services may revoke a Certificate as-of-right in the following circumstances:
- violation of the General Conditions or Specific Conditions (or any other contract attached to the Subscription Request Form) by a Subscriber, a Certificate Manager, or the Client, in particular the use of the Certificate by a Subscriber under conditions other than those described in article 6 above;

- the Certification Policy is not respected;
- the Confidential Data is compromised or suspected of being compromised;
- one of the Certificates in its chain of confidence is revoked;
- early cancellation of the Subscription Contract under which the Certificate had been issued.

- 7.5. **Revocation by a Distributor.** SG Trust Services expressly authorizes the Distributors to request the revocation of a Certificate if the Client is insolvent, involved in legal proceedings, or undermines public decency in any manner whatsoever.
- 7.6. **Certificate Revocation List.** The number of the Certificate concerned by the revocation request is added to the Certificate Revocation List.
- 7.7. **Confirmation.** SG Trust Services shall confirm with the Subscriber and the Certificate Manager that the Certificate Revocation request has been executed.

8. CLIENT COMMITMENTS

- 8.1. **Mandatory information.** The Client guarantees that the Certificate Manager(s) and the Subscriber(s) have been fully informed of the provisions of the Subscription Contract and, if appropriate, the Connection Kit Contract.
- 8.2. **Respect of obligations by the Certificate Manager(s) and the Subscriber(s).** Moreover, the Client agrees to have the Certificate Managers and the Subscribers respect the provisions of the Subscription Contract and, if appropriate, the Connection Kit Sales Contract. Furthermore, the Client is responsible for the Subscribers respecting the following obligations:
- the Certificate shall be used in compliance with the stipulations of article 6 above;
 - the Subscriber shall not divulge the Confidential Data nor write the Subscriber's ID Code (except on the Individual Subscriber Request), the Private Key activation code, or the PIN code attached to the Physical Medium on any other medium;
 - the Subscriber shall take all necessary measures to ensure both the security and integrity of the Confidential Data as well as those of the computer workstations on which he or she uses the Certificates and the Physical Media;
 - the Subscriber agrees never to use a Certificate after its expiration date, or following a Revocation request or the notification of the Certificate Revocation, for any reason whatsoever.

- 8.3. **Publication.** The Client, the Certificate Manager(s), and the Subscriber(s) agree to consult:

- the Certificate Revocation List. This list is updated every 24 hours;
- the Certification Policy related to the family of certificates to which the used Certificate(s) belong(s) provided on the Website by SG Trust Services.

- 8.4. The Client recognizes that the provisions of article 8 are vital for SG Trust Services.

9. SG TRUST SERVICES COMMITMENTS

- 9.1. SG Trust Services is expressly required, as part of the Subscription Contract, the Individual Subscriber Requests, if appropriate, the Connection Kit Sales Contract and his Certificate Policies, to provide certain resources.
- 9.2. SG Trust Services agrees to provide both the human and technical resources required to supply the Services.

10. INTERRUPTION OF SERVICE

The Client recognizes that SG Trust Services may be required to interrupt the Service fully or partially in order to carry out maintenance or to make improvements. SG Trust Services shall do its utmost to inform the Client as soon as possible of any planned interruption (in particular by e-mail or



by information posted on the Website) as well as to limit the length of the interruption and its impact on the Service.

11. CONVENTION OF PROOF

The Parties expressly agree that, as part of their contractual relationship, dated and signed electronic messages shall be considered as proof between the Parties and shall justify that notification is attributable to the party that sent said message.

12. FINANCIAL TERMS

- 12.1. The amount of the License Fee is indicated in this Subscription Contract.
- 12.2. Every provision of certificate is due to SG Trust Services. Payment in full of the License Fee will take place within 60 calendar days following the date of provision of the certificate, then annually on the anniversary date of the payment.
- 12.3. SG Trust Services reserves the right to modify the amount of the License Fee at any time by registered letter with acknowledgment of receipt sent to the Client at least 2 months prior to the payment of the License Fee. If there is no termination by registered letter during this period and if the Subscriber(s) continue(s) to use the Certificate(s) following the expiration of the aforementioned period, the Client shall be considered to have accepted said modification.

13. GUARANTEE

If a Certificate Manager or a Subscriber does not respect the Subscription Contract, the Individual Subscriber Request or, if appropriate, the Connection Kit Sales Contract, the Client shall remain with regard to SG Trust Services the sole entity responsible for the normal fulfillment of their rights and obligations as set forth in said contracts, without being exempt from its responsibilities due to acts or omissions of the Certificate Manager or the Subscriber. The Client also guarantees SG Trust Services against any action, claim, or request that may be made against it by a Certificate Manager, a Subscriber or a third party, and any resulting damages that are directly or indirectly due to or based on the non-respect by the Client, a Certificate Manager or a Subscriber of any of the provisions of the Subscription Contract, Individual Subscriber Requests, or of a Connection Kit Sales Contract.

14. LIABILITY

- 14.1. The liability of SG Trust Services is limited to direct material damages, excluding all other indirect damages and any loss of sales, benefits, profit, operations, renown or reputation, client base, commercial or economic loss, or any other loss of revenue, due to the consequences related to the Revocation of a Certificate and the loss of data. The total liability of SG Trust Services concerning a given Service during its entire duration, whatever the cause or the form of the proceedings instituted, shall not exceed the amount mentioned in the "Liability" article of the Specific Conditions applied to the Service responsible for the damages.
- 14.2. SG Trust Services shall not be held liable for the consequences of delays, alterations, or losses that the Client may suffer when transmitting electronic messages, letters, or documents.
- 14.3. SG Trust Services shall not be held liable for the full or partial interruption of the Service in compliance with article 10 above.
- 14.4. **Force majeure.** SG Trust Services shall not be held liable for losses, damages, delays, or breach in the execution of its obligations defined in the General Conditions when the initiating circumstances are due to *force majeure* as defined in article 1148 of the French *Code civil*. The Parties also agree that the following shall be admissible as cases of *force majeure*: decisions by a public authority, legislative and/or regulatory modifications, unforeseeable third-party actions that caused damages making it impossible to provide the Service, blockage of telecommunications networks for any reason whatsoever. If the case of *force majeure* prohibits one of the Parties from fulfilling its obligations for a period of over two months, either Party may terminate the Subscription Contract, as a matter of right and without legal formalities, and without the Client claiming any indemnity.

15. TERM

The General Conditions take effect on the date they are signed and remain in effect until the expiration of the last Service subject to the Specific Conditions.

16. MODIFICATION OF SUBSCRIPTION REQUEST FORM

In order to respond to technical and commercial changes to its offer, SG Trust Services may be required to adapt the Subscription Contract and/or the other contracts concerning the Service. The changes made to a contract attached to the File shall be brought to the attention of the Client and/or the Certificate Manager by any means, at least one month prior to their taking effect. The Client shall then have the possibility of terminating said contract without penalty in case of disagreement. If there is no termination and if the Subscriber(s) continue(s) to use the Certificate(s) following the expiration of the aforementioned period, the Client shall be considered to have accepted said modifications.

17. TERMINATION

- 17.1. The Subscription Contract may be terminated, as-of-right and without legal formalities, by registered letter with acknowledgment of receipt:
 - 17.1.1 by either of the Parties, with 3 months' notice;
 - 17.1.2 by one Party, without notice, in case the other Party breaches any of its contractual obligations, if the faulty party has not remedied said breach within one month following a formal demand sent by registered letter with acknowledgment of receipt (1st presentation) that has gone unanswered.
 - 17.1.3 by either Party in case of *force majeure*, under the conditions set forth in article 14.4 above.
- 17.2. The Subscription Contract shall be terminated automatically as a matter of right and without legal formalities if the Client no longer owns an account with a company in the Société Générale Group.
- 17.3. In case of termination of the Subscription Contract:
 - 17.3.1 the Individual Subscriber Request and, if appropriate, the Connection Kit Sales Contract shall be terminated as a matter of right and without legal formalities, and the issued Certificate(s) shall immediately be revoked by SG Trust Services, without enabling the Client to claim any form of compensation.
 - 17.3.2 the amounts already debited shall remain the property of SG Trust Services.

18. INTELLECTUAL PROPERTY

The provision of a Certificate does not grant any right of ownership to the Client, the Certificate Managers, or the Subscribers on the Certificate.

19. SUBCONTRACTING

The Client recognizes that SG Trust Services may use subcontractors for the execution of some or all of the Services.

20. CONTRACTUAL DOCUMENTS

- 20.1. The Parties recognize that the Subscription Contract, the Individual Subscriber Request(s), the ID form(s) of the Certificate Manager(s), the Certification Policy applicable to the Certificate and, if appropriate, the related Connection Kit Sales Contract, represent the agreements between the Parties, and cancel and replace any previous agreement or proposal with the same purpose in any form whatsoever.
- 20.2. In case of a contradiction between the articles of the General Conditions and the provisions of other contracts included in the File, the latter provisions shall prevail.



21. AUTONOMY

If one or several stipulations of the Subscription Contract are made invalid by law, regulation, or following a decision that has become definitive in the tribunal of competent jurisdiction, the other stipulations shall remain in force and within their scope, as long as they remain unrelated.

22. APPLICABLE LAW - SETTLEMENT OF DISPUTES

22.1. The contractual documents are subject to French law.

22.2. In case of a dispute concerning the interpretation, formation, or execution of the contractual documents, and if an amicable settlement cannot be reached within one month of the start of the dispute, the Parties expressly recognize the exclusive jurisdiction of the Paris Tribunal, notwithstanding a plurality of defendants, provisory settlements, third-party complaints, or protective measures.



Appendix -
Corporate Banking Applications and French Online Administrative Procedures:
Installation prerequisites for the use of Certificates

The purpose of this appendix is to describe the computing environment required to use the certification services provided by SG Trust Services.

Hardware configuration for certificates stored on any physical medium

Each of the Client's workstations shall have at least a processor of type Pentium 133 MHz.

Operating system:

<u>Compatible operating system</u>	<u>RAM required:</u>
Windows 2000 and XP or later:	64 MB RAM

Compatible browsers:

- Internet Explorer version 5.5 or later,
- The browser must authorize ActiveX and SSL V3,
- The HTTPS protocol must not be blocked by corporate filtering systems,
- 128-bit encryption is obligatory.

Specifications for certificates stored on cryptoprocessor key :

Each of the Client's workstations shall have at least :

- an available USB port,
- a CD-ROM drive,
- a cryptoprocessor key Cyberflex Access e-gate from Axalto and the interface software (drivers) (*provided by SG Trust Services*).

Specifications for certificates stored on smartcard :

Each of the Client's workstations shall have at least :

- an available USB port,
- a CD-ROM drive,
- a connection kit with a secured CardMan 3821 card reader (with a PinPad) from Omnikey and the interface software (drivers) from Oberthur Card System (*may be provided by SG Trust Services*),
- an Authentic IC smart card from Oberthur Card System (*Delivered by SG Trust Services*).