

## SMBC BANK INTERNATIONAL

**Paris Branch**

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Notice to customers of SMBC Bank International plc, Paris Branch, a public limited company incorporated under English Law, acting in the person of its Paris Branch, located at 1-3-5 Rue Paul Cézanne, 75008 Paris, France, registered at the Trade and Companies Registry of Paris under n° 480 353 010 (hereinafter the “Bank”).

SMBC BI plc, Paris Branch is an authorized bank by “Autorité de Contrôle Prudentiel et de Résolution” identified by Bank Code 15250 and LEI 2549007H11SP7GCXGN21, along with Swift Identifier (BIC) SMBCFRPP.

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

[The Regafi](#)

This Notice is given to each person (a “Customer”) to whom the Bank provides any product or service and/or with whom the Bank enters into any transaction.

This Notice is an integral part of the terms and conditions for the opening of the client’s account. Therefore, the Customer is deemed to consent to the general notices and additional notices for investment business as provided in the present Notice. In the event of any conflict between a provision of this Notice and an express term of any other agreement between the Bank and the Customer, the relevant term in that other agreement shall prevail unless legally unenforceable.

**GENERAL NOTICE****1. Regulations**

In connection with the provision by the Bank of any product or service, the Bank may take any action that it reasonably considers necessary or desirable to ensure compliance by any SMFG group company (meaning, (i) Sumitomo Mitsui Financial Group, Inc., (ii) Sumitomo Mitsui Banking Corporation (“SMBC”) and (iii) any of their respective subsidiaries and affiliates (together the “Group”) with the rules and guidance in the FCA, PRA handbooks, the AMF and the ACPR, the Financial Services Agency of Japan (FSA) and any other relevant laws, rules, regulations, procedures, policies and guidance (together “Regulations”).

**2. Prevention and Detection of Financial Crime**

The Bank is committed to the highest ethical standards in terms of Anti-Money Laundering, Counter Terrorism Financing, Sanctions, Tax Evasion, Fraud, Anti-Bribery and Corruption and Financial Crime in general. The Customer commits to take all necessary measures to comply at all time with all laws and regulations applicable in France with regards to these matters. The Customer commits not to associate the Bank with any business related to countries to which FATF (Financial Action Task Force) calls for countermeasures. The Customer shall provide the Bank with any information the Bank may request for the Group to comply with any laws and regulations relating to the prevention or detection of Financial Crime (including but not limited to Fraud, Money Laundering, Sanctions and Tax Evasion).

The Bank further requests that the Customer notifies the Bank of any failure to comply with any applicable laws and regulations related to Financial Crime and of any conviction or charge relating to Financial Crime committed or alleged to be committed by the Customer or its employees.

**3. Banking Secrecy rules**

Pursuant to article L.511-33 of the French *Code monétaire et financier*, the Bank (including any of its employees, directors or any member of its boards of directors) is bound by banking secrecy rules which means that the Bank is prohibited from disclosing to any third party all confidential information which it is privy to in their professional capacity.

However, article L.511-33 of the French *Code monétaire et financier* provides for exceptions to the banking secrecy, inter alia:

(i) disclosure to, inter alia, the ACPR, the Bank of France, judicial authorities acting in the course of criminal proceedings (the “Authorized Persons”);

(ii) disclosure to certain recipients listed in article L.511-33 of the French *Code monétaire et financier*, such as rating agencies for the purpose of rating financial products, or persons with which the Bank negotiate, enter into or carry out the transactions specifically listed hereafter (provided that such information is necessary for the purpose of such transactions):

- (A) credit transactions carried out, directly or indirectly, by one or more credit institutions or financing companies;
- (B) transactions involving financial instruments, guarantees or insurance, for the purpose of hedging a credit risk;
- (C) the acquisition of a stake in, or of control over, a credit institution, an investment firm or financing company;
- (D) sales of assets or of a business;
- (E) assignments or transfers of receivables or contracts;
- (F) services provision agreements entered into with a third party in order to entrust such party with significant operational tasks;
- (G) in the course of reviewing or drawing up any type of contracts or transactions, provided that the entities concerned belong to same group as the author of the disclosure.

(iii) disclosure on a case-by-case basis and subject to the express consent of the persons concerned.

Therefore, the Bank is released from this duty, either at the Customer's request or if provided so by law, in particular with regard to the ACPR, the Banque de France, the European Central Bank ("ECB"), the judicial authority acting in criminal proceedings or committees of inquiry or pursuant to any applicable law or regulation or legal authorities.

In addition, the Bank can be compelled to request authorization from the Authorized Persons before completing a Customer's transaction with regards to any legislative or regulatory provision which is in force relating to the fight against Money Laundering or to counter Terrorism Financing.

The Customer hereby expressly authorizes the Bank, for the purposes of Customer's management, prospection or implementation of outsourcing project, to disclose information regarding the Customer's bank accounts provided to the Bank through its bank account, or the Customer's business, including confidential and price-sensitive information, to its affiliates, professional advisers, auditors and sub-contractors within the limits necessary for the performance of the outsourced services, whether or not a resident in a Member State of the European Union or party to the agreement on the European Economic Area, provided that any person receiving the information is either informed in writing by the Bank that the information is confidential and/or price-sensitive where applicable or the recipient is subject to professional obligations or otherwise bound to maintain the confidentiality of the information. The said communications may involve a transfer of data to Japan or to any other State, whether or not the same is a member of the European Community.

#### **4. Data Protection**

Any information relating to identifiable natural persons ("**Personal Data**") the Bank holds will be processed in accordance with local applicable data protection laws and the Data Privacy Notice for Customers, Suppliers and Agents ("**Data Privacy Notice**") as per GDPR (General Data Protection Regulation). Before providing the Bank with Personal Data, the Customer should ensure that the relevant individuals concerned have been provided with a copy of the Data Privacy Notice and have particularly been made aware (i) of the Bank's identity as a data controller, (ii) that the Bank may use Personal Data as set out in the Data Privacy Notice and as part of its administration and operation of the Customer's account or the monitoring as mentioned under the article Monitoring of Telephone and Electronic Communication of this Notice and that this may involve disclosure of the Personal Data and its transfer to any country, including countries outside the EEA and (iii) that the individual(s) concerned may have rights under applicable data protection laws, including the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object to the processing, which they may exercise as set out in the Data Privacy Notice. The Bank collects Personal Data from the Customer on the express understanding that the Customer has advised the individual(s) concerned of points (i) – (iii) above and that the Customer undertakes to provide a copy of the Data Privacy Notice to individuals.

#### **5. Settlement/Administration of Accounts**

The Bank shall be entitled to process credits and debits to any account in such order and at such time of day as it shall determine.

#### **6. Conflicts of Interest**

The Bank maintains a conflicts of interest policy and has implemented procedures to identify, prevent, and manage any actual or potential conflicts of interest that may arise between the Bank, its managers, employees, other SMFG group companies and its Customers, or between one Customer and another (each, a "**Conflict**"). Where a Conflict is identified, the Bank will take appropriate steps to prevent or manage such Conflict in order to prevent it from adversely affecting the interests of the Bank's Customers. Where the Bank's arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the Customer's interests will not be prevented, the Bank shall disclose on a durable medium the general nature and/or sources of the Conflict and the steps taken to mitigate those risks before undertaking business on the Customer's behalf. The Bank's conflicts of interest policy sets out the types of Conflicts which affect the Bank's business and provides details of how these are identified, prevented or managed. A summary of the Bank's conflicts of interest policy is available on SMBC's website. No conflict shall prevent any SMFG group company from being remunerated for the provision of any product or service or give rise to any liability of any SMFG group company provided that the nature and/or sources of conflicts of interest have been clearly disclosed to the Customer and steps have been taken to mitigate any risk of damage to the Customer's interests.

## **7. Monitoring of Telephone and Electronic Communications**

The Customer hereby authorises the Bank to record or monitor telephone calls and electronic communications (including emails) for the purposes of training, quality assurance, confirming trades and complying with regulatory requirements and internal policies. The Customer is advised that SMBC BI Paris may record telephone conversations without the use of a warning tone or other explicit notification. The Customer is further advised that all calls to and from the Bank Financial Markets Department, some front office departments and settlements departments are recorded. Any recordings shall remain the Bank's sole property. A copy of any recordings will be made available free of charge to the Customer, the ACPR, the AMF, the FCA, the PRA or other relevant regulatory authority in accordance with the Regulations, or to individuals in accordance with applicable local data protection laws and Regulations.

The individual(s) registered may also have rights as regards such recordings, including the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object to the processing, which they may exercise in compliance with the Data Privacy Notice.

## **8. Complaints**

The Bank is required to put in place internal procedures for handling complaints fairly and promptly, this being free of charge. A copy of the Bank's complaint handling procedure is available upon request. The Customer may submit a complaint to the Bank by letter, telephone, email or in person. The Bank will work with the Customer to resolve complaints in a timely manner. If requested, the Bank will provide the Customer with details of its complaints procedures, including when and how the Customer may be able to refer a complaint to the external Ombudsman (e.g. *Médiateur de l'Autorité des Marchés Financiers* or AMF for investment services).

## **9. Record Keeping**

The Bank's records (including recordings as described in paragraph 7 above), unless shown to be manifestly wrong, will be conclusive evidence of the Customer's dealings with the Bank. The Customer shall not object to the admission of the Bank's records as evidence in any legal proceedings.

## **10. Compensation**

The Bank is covered by the French guarantee scheme, Fonds de Garantie des Dépôts et de Résolution (the "FGDR"), which is the compensation scheme for customers of France authorised financial services firms. Certain Customers may have the right to claim compensation from the FGDR in the event that they suffer a financial loss as a direct consequence of the inability of the Bank to satisfy a claim made against it. This depends on the type of business and the circumstances of the claim. Subject to the terms of the FGDR, there are limits on the maximum compensation payable by the FGDR in relation to investment business or deposits. Further information is available from the Fonds de Garantie des Dépôts et de Résolution, 65 rue de la victoire 75009 Paris France or from the Scheme's official website at <https://www.garantiedesdepots.fr>.

## **11. Inactive accounts**

The Bank identifies yearly the inactive accounts opened in its books as per French Eckert Law. When an account is considered as inactive, the Bank will inform by any means the account holder or its legal representative of the inactive account and the consequences of the inactivity. In the absence of response from the account holder, the Bank will send annually a letter to the account holder or its legal representative. After 10 years of inactivity the funds deposited on the account will be transferred to the Caisse des Dépôts et de Consignations (CDC).

The Bank publishes annually the total amount held on inactive accounts and the number of inactive accounts, along with total amount of funds transferred to the CDC and the number of related accounts.

## **12. Updates to Notice**

This Notice may be amended by the Bank from time to time by publishing a notice on SMBC's website. Amendments shall take effect on the date specified in the relevant notice.

In case of material changes, the Bank might communicate by email to Customers any subsequent material changes to this Notice. Such material changes will take effect upon notification to the Customer.

## **13. Governing Law**

This Notice shall be governed by and construed in accordance with French Law.

The Commercial Court (Tribunal de Commerce) of Paris has exclusive jurisdiction to settle any dispute arising out of or in connection with this Notice, relating to the validity, interpretation or execution of this Notice, where it cannot be resolved amicably between the Bank and the Customer.

**ADDITIONAL NOTICES FOR INVESTMENT BUSINESS** (as defined under the French Financial and Monetary Code and the AMF's General Regulation)

**14. Customer Categorisation**

The Bank will treat the Customer as either a professional client or an eligible counterparty. The Bank will notify the Customer of which categorisation it has attributed to the Customer by a separate client categorisation letter. The Customer is entitled to request a different categorisation.

**15. No Advice and Own Judgement**

Unless otherwise agreed, the Bank shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to financial instruments. The Bank does not accept liability for any adverse tax implications of any product or service. The Customer represents that it has been solely responsible for making its own investigations into the risks associated with the Customer's orders in relation to financial instruments and that it has sufficient knowledge, market sophistication, professional advice and experience to evaluate those risks.

**16. Instructions**

The Customer may instruct the Bank by any means agreed from time to time, in each case via an officer of the Bank authorised to receive such instructions. The Bank shall be entitled to rely upon any instruction from the Customer which the Bank reasonably believes in good faith to be from a person authorised to act on the Customer's behalf. Instructions given by the Customer via email or other electronic means will constitute evidence of the orders and instructions.

**17. Best Execution**

If the Bank has categorised the Customer as a Professional Client, the Bank will take all sufficient steps to provide best execution in relation to the Customer's orders in financial instruments in accordance with the Bank's order execution policy ("**SMBC Group Order Execution Policy**"). SMBC BI Paris will need consent from the Customer who is classified as a Professional Client to the Bank's order execution policy and to execute the Customer's orders in financial instruments outside of regulated markets, multilateral trading facilities and organised trading facilities in the European Economic Area (together "Trading Venues"). The Bank will seek this consent from such Customer through a separate side letter.

The above does not apply to the Customer who is categorised as an Eligible Counterparty.

**18. Confirmations and Periodic Reports**

The Bank will provide the Customer with confirmations setting out the principal terms of each transaction in a financial instrument. Further information as required by regulations will be provided by the end of the following business day. The Bank will also send the Customer periodic reports on the services that the Bank provides where legally required and taking into account the type and the complexity of the financial instruments involved and the nature of the services provided to the Customer.

**19. Trade and Transaction Reporting**

Under the Regulations, the Bank may be obliged to make information about certain transactions in financial instruments public and to report the details of transactions to the AMF or other competent authority. The Customer acknowledges that it is responsible for making public any information relating to transactions which is the Customer's obligation under laws and regulations. If necessary, the Customer undertakes to provide in a timely manner all such information (including, but not limited to, the Customer's Legal Entity Identifier) and documentation and to promptly take all such action as the Bank may from time to time reasonably require to enable the Bank to fulfil any reporting requirement under this paragraph 19.

**20. Charges**

The Customer shall pay the Bank's charges as agreed from time to time at the rates set out on its website.

**21. Money received in the course of providing Investment Business to a customer**

In the event that the Bank receives and holds money from a Customer whilst providing designated investment business to that Customer, the Customer should be aware that (1) the money held for that Customer is held by the Bank as banker and not as trustee under the client money rules; and (2) if the Bank fails, the client money distribution and transfer rules will not apply to these sums and so the Customer will not be entitled to share in any distribution under the client money distribution and transfer rules.