

GENERAL CONDITIONS FOR USE OF RETAIL CARD ISSUED BY CATELLA BANK S.A.

In case of conflict between different language versions of the present Agreement, the English language version shall prevail.

DEFINITIONS

"**Agreement**" means the present general conditions. The Cardholder can at any time request to receive a paper copy of the Agreement by contacting Catella Bank.

"**Applicable Law**" means all laws and regulations application to either Catella Bank or the Cardholder.

"**Catella Bank**" means Catella Bank S.A., the issuer of the Card whose registered office is at Parc d'Activités de Capellen 38, rue Pafebruch, L-8308 Capellen, Grand Duchy of Luxembourg (www.catella.lu), registered with the Luxembourg Register of Commerce and Companies under number B 29.962, regulated by the Commission de Surveillance du Secteur Financier ("CSSF").

"**Card**", means Visa or MasterCard card issued to the Cardholder by Catella Bank.

"**Card Account**", means the account opened with Catella Bank in the name of the Cardholder in an available currency in which payments made by means of the Card, are debited and payments made in favour of the Cardholder are credited.

"**Cardholder**", means the person, individual or corporation, in which name the Card is issued.

"**Credit Limit**", means the maximum debit balance permitted to the Cardholder at any given time by Catella Bank.

"**Day**" refers to Business Days unless the context determines otherwise.

"**Fees**" refers to the charges debited from the Card Account of the Cardholder by Catella Bank.

"**Payment Transaction**" means the transfer, initiated by the Cardholder through a Payee by means of a Card, of an amount to the Payee or the withdrawal of an amount by means of a Card at an ATM or at the counter of an affiliated bank.

"**Personal Identification Number**" or "**PIN**", means a number comprising of four (4) digits given by Catella Bank to be used by the Cardholder at point of sales and at automatic cash dispensers as the Cardholder's electronic signature.

"**Reference Exchange Rate(s)**" refers to the VISA and MasterCard currency exchange rates which are automatically used by the Bank when converting Payment Transactions that are made in a currency other than the currency of the Cardholder's Card Account.

"**Reuters Middle Reference Exchange Rate**" refers to the industry used Reuters currency exchange rate which is used by Catella Bank, where applicable, to convert Payment Transactions from the Settlement Currency to the currency of the Cardholder's Card Account before it is posted.

"**Services**" refers to any goods, services and add on benefits which are associated with the Card and its subsequent usage, which are offered by Catella Bank and & or selected third parties of Catella Bank to the Cardholder.

"**Settlement Currency**" refers to the currency that the Payment Transaction is converted into by VISA, respectively, MasterCard.

"**Transaction Currency**" refers to the currency of the Payment Transaction.

"**Revolving Credit**", means the option to pay part of the outstanding balance reported as the minimum amount due in the Card statement.

"**Website**" refers to <https://retail.catellacards.com/> or any other address communicated to the Cardholder by Catella Bank.

ISSUE AND USE OF THE CARD

- The Card issued by Catella Bank is a means of payment with retailers affiliated to the Visa and/or MasterCard network or a means of cash withdrawing at authorised banks or cash dispensers. It is not transferable and shall only be used by the Cardholder strictly in accordance with the Agreement and within the Credit Limit specified to the Cardholder. The current version of the Agreement is available on the Website. Usage of the Card constitutes the Cardholders acceptance of these terms and conditions.
- The Card shall at all times remain the property of Catella Bank. The Card is not to be used beyond the validity period embossed on the Card. The Card remains valid until the last day of the month and year embossed on the Card unless prior withdrawal in accordance with clause 46 or unless prior termination of the Agreement in accordance with clause 47-50. The Cardholder is fully liable vis-à-vis Catella Bank for all transactions made by means of the Card after the end of the validity period. The expired Card is to be cut in half and to be returned to Catella Bank immediately after expiration. When the Card expires the Cardholder will be issued a new Card unless the Cardholder notifies Catella Bank as the case may be of cancellation two (2) months prior to the expiry date.
- Upon receipt of the Card, the Cardholder must immediately sign in the designated place on the reverse side of the Card.
- The Card may be used to make purchase with authorised retailers and withdraw cash at automatic cash dispensers and obtain cash advances from authorised banks. The cash withdrawal ability may be restricted by Catella Bank or by the bank supplying the local automatic cash dispensers. The Cardholder shall upon request show a valid personal identification document.
- Unless stated to the contrary, Catella Bank and the Cardholder agree that the primary means of communication will be via electronic mail. The Cardholder undertakes to inform Catella Bank of their e-mail address and any such updates and / or amendments. Nothing in this Clause prevents the parties from communication via other durable mediums.

CREDIT LIMIT

- The Cardholder may request a decrease, respectively an increase of the Credit Limit. The Cardholder should contact Catella Bank in order to obtain more information in this respect.
- The Cardholder is fully liable for any transactions in excess of the Credit Limit. Catella Bank reserves the right to suspend and block the Card should the Credit Limit be exceeded for any reason whatsoever.
- Similarly, Catella Bank may decide, for valid reasons and if it is in the best interest of the Cardholder or in the interest of Catella Bank, to decrease the Credit Limit in part or in whole, with immediate effect. Catella Bank endeavours to inform the Cardholder of any such Credit Limit decrease within the best possible delays. A new Credit Limit will be notified to the

Cardholder in accordance with the agreed means of communication. However, a change may take effect before the Cardholder receives the notification from Catella Bank.

GIVING CONSENT TO EXECUTE A PAYMENT ORDER

- By signing the record of transaction or by using his PIN for a purchase or for a cash withdrawal in a bank, or by using his PIN at an automatic cash dispenser, the Cardholder gives Catella Bank irrevocable authority to pay the retailer or the bank. The records of statements sent by the retailer or bank, as the case may be, even in the absence of a written signature, are taken as a proof of transaction. The transaction slip printed by the terminal is for the Cardholder's personal information only. In accordance with Applicable Law, the records of transactions created or received by Catella Bank will constitute evidence of the existence, amount and conditions of transactions.

WITHDRAWAL OF CONSENT TO EXECUTE A PAYMENT ORDER

- The Cardholder may not revoke a payment order once it has been received by Catella Bank.
- Where a transaction is initiated by or through the payee, the Cardholder may not revoke the payment order after transmitting the payment order or giving his consent to execute the transaction to the payee.

NOTIFICATION BY THE CARDHOLDER IN CASE OF UNAUTHORISED OR INCORRECTLY EXECUTED TRANSACTIONS

- The Cardholder shall, upon becoming aware of any unauthorised or incorrectly executed transactions, notify Catella Bank by registered letter without undue delay and not later than within a period of 13 months from the date of the contested Payment Transaction(s).

Unauthorised Payment Transactions (in case a complaint is lodged within the established period of time)

- If a Payment Transaction cannot be considered by Catella Bank as being authorised by the Cardholder, Catella Bank shall refund the Cardholder with the amount of the relevant Payment Transaction. The Cardholder is obliged to provide Catella Bank with all requested information to support the complaint and establish that the Payment Transaction was unauthorised.
- The Cardholder shall, however, remain liable for any loss resulting from an unauthorised Payment Transaction under the following circumstances and subject to the following conditions.
- Until notification has been made to Catella Bank in accordance with this Agreement, the Cardholder shall be liable, up to EUR 150, for losses resulting from unauthorised Payment Transaction(s) in case of loss or theft of the Card or misuse of the Card which was made possible because the Cardholder has not preserved the confidentiality of his personalised security features (e.g. the PIN) or the Card data.
- Notwithstanding the above, until the aforementioned notification to Catella Bank has been effected, the Cardholder shall bear the entirety of the loss incurred if, with gross negligence or wilful misconduct, he:
 - has failed to comply with his obligation to use the Card in accordance with this Agreement; and/or
 - has transmitted the notification of such Incident with delay.
- In any case, the Cardholder shall bear the entirety of the losses resulting from unauthorised Payment Transactions in the event that he has acted fraudulently, irrespective of the notification of an Incident sent to Catella Bank.
- If the Card is used outside a Member State or in a currency other than a currency of a Member State, the Cardholder bears the loss resulting from unauthorised Payment Transactions even beyond an amount of EUR 150, if the Cardholder has negligently violated his obligations resulting from this Agreement.

Non-execution or defective execution of authorised Payment Transactions (in case a complaint is lodged in the established period of time)

- If, in the event of non-execution or defective execution of a Payment Transaction, the Cardholder can prove that the Payee's Payment Service Provider has correctly transmitted the Payment Order within the applicable periods of time, Catella Bank shall refund the Cardholder the total amount of the Payment Transaction. The provisions set out in the preceding sentence do not apply if the Card is used outside a Member State or in a currency other than the currency of a Member State.
- In case of a defective execution of a Payment Order, Catella Bank may also, to the extent possible and to the exclusion of any refund in accordance with the preceding paragraph, take steps to correct the defective execution, if the Payment Order contains all the indications allowing Catella Bank to remedy such wrongful execution, in particular in cases where Catella Bank has transferred an amount different from the amount indicated in the Payment Order. Upon express request from the Cardholder, Catella Bank will endeavour to trace the Payment Transactions and notify the Cardholder of the outcome.
- The Cardholder shall have no right to request to be refunded the total amount of the Payment Transaction under the preceding paragraphs in the case of a late execution of a Payment Order but may have the right to the refund of the Fees to which the Cardholder has been subject because of such late execution.

Payment Transactions for which the initial authorisation did not specify an exact amount

- The rules set forth under this Clauses 23-31 do not apply if the Card is used outside a Member State or in a currency other than a currency of a Member State.
- Catella Bank will only give the Cardholder a refund on his Card Account for a transaction reversed by the retailer. This also applies to recurring transactions which are transactions where the Cardholder agrees to a series of transactions to be made to the Cardholder's Card Account.
- If the Cardholder wishes to cancel a recurring transaction he must contact the retailer as Catella Bank cannot cancel the transaction for the Cardholder.

25. The Cardholder is entitled to a refund of an authorised transaction initiated by or through a payee, if the following conditions are met: (a) the Cardholder did not agree a specific amount with the retailer when the Cardholder made the purchase; (b) the amount of the transaction charged to the Card Account by the retailer is more than the Cardholder could reasonably have expected in the circumstances of the purchase; and (c) the Cardholder asks Catella Bank for a refund within the timeframe indicated in Clause 32.
26. If the Cardholder asks Catella Bank for a refund under this condition the Cardholder must provide Catella Bank with factual elements relating to this condition.
27. The Cardholder cannot use a claim he may have against someone else to make a claim against Catella Bank, or refuse to pay Catella Bank, unless the Cardholder has a legal right to do so. The Cardholder cannot transfer any rights against Catella Bank to anyone else.
28. The Cardholder will, in any case, be entitled to the reimbursement of the amount of the relevant Payment Transaction only. Catella Bank and the Cardholder agree that the Fees, commissions and other expenses created by such a Payment Transaction will not be reimbursed.
29. Where the Cardholder is entitled to be refunded in accordance with Clause 28 of this Agreement, a written refund request signed by the Cardholder must have been received by Catella Bank in accordance with this Agreement within eight weeks from the day on which the amount was debited from the Card.
30. Within 10 days following receipt of the refund request made by the Cardholder and provided that Catella Bank accepts the refund request, the amount of the Payment Transaction will be credited to the Card.
31. In case Catella Bank refuses to reimburse the Cardholder, it shall, within 10 days following receipt of the refund request made by the Cardholder, indicate to the Cardholder the reasons for its refusal.

Absence of complaints or refund requests within the established period of time

32. In the absence of receipt of any complaint or refund request from the Cardholder within the aforementioned time periods, Catella Bank cannot be held liable for any harmful consequences arising from the execution of a Payment Transaction, whether authorised or not, the non-execution or the defective execution of a Payment Transaction.

PAYMENTS

33. The total amount of purchases, cash advances or withdrawals will be entered by Catella Bank as a debit on the Card Account. A record of these transactions will be sent for each Card in a monthly statement of account to the Cardholder.
34. Upon receipt of this statement, the Cardholder can choose to pay the total outstanding balance or parts of the outstanding balance. In case of partial payments, at least the minimum amount due needs to be settled by the date mentioned on the statement.
35. The Cardholder will become fully liable to immediately repay the total outstanding balance to Catella Bank, in consideration of Clause 17, when the Card is cancelled or this Agreement is terminated. Furthermore, the Cardholder maintains liability for settling transactions that are effectively authorised after the Card is cancelled or this Agreement is terminated.
36. The Cardholder shall bear liability for all the amounts incurred by Catella Bank in order to collect the total outstanding amount. Should the Cardholder not settle the total balance due on the Card Account, debit interest will accrue on a daily basis on the balance outstanding between two (2) monthly statements taking into account any partial payments which are credited to the Card Account on the basis of a 365-day year. If the total balance due on the Card Account has not been paid on time, an over limit fee of eighteen (18) euros will be charged in addition to the total balance due. The amount of interest appears on the statement of the following month.

NOTICE OF REVOLVING CREDIT TERMINATION

37. Catella Bank reserves the right to cancel the Revolving Credit at any time in following circumstances:
 - 37.1 the Cardholder failed to pay the minimum amount due recorded in the monthly statement by more than one month or the Cardholder is in arrears with payments for several invoices;
 - 37.2 the Cardholder is in delay by more than one month with payments of the amount exceeding the Credit Limit;
 - 37.3 Catella Bank has reasonable suspicions that the Cardholder is not capable or willing to continue satisfying the Revolving Credit part payments; or
 - 37.4 the Cardholder has been listed as a bad payer by a rating agency or tries to avoid paying the debt by any means.

THEFT, LOSS OR MISUSE OF CARD, CARD DETAILS OR PIN

38. In case of the Card being lost or stolen, in case of improper use of the Card noticed by the Cardholder or in the event of intentional or unintentional disclosure of the Card details or PIN, the Cardholder must immediately notify Catella Bank by telephone on the Lost/stolen line: +352 27 754 523.
39. In case the Cardholder cannot reach Catella Bank on that telephone number, the Cardholder must notify Visa by telephone on (+1) 410 581 3836 or MasterCard on (+1) 636 722 7111; and confirm immediately the same in writing by registered letter with acknowledgement of receipt to:

Catella Bank S.A. Attn: Client Support
Parc d'Activités de Capellen 38, rue Pafbruch L-8308 Capellen

40. The notification must be made by the Cardholder personally, except in case of force majeure. With respect to the notification, the Cardholder is liable for providing accurate and complete information to Catella Bank, in particular without limitations the Cardholder's first name and last name; and/or the number of the Card.
41. The Cardholder shall be fully liable for any consequences arising from any wrong, obsolete or incomplete information provided to Catella Bank.
42. The Card is immediately blocked upon receipt of the notification.

43. If the Cardholder finds his Card after the notification, the Card must be destroyed.
44. For general enquiries or to discuss any provisions of this Agreement, please send an e-mail to card-client.support@catella.lu

RETAILERS/BANKS/AUTOMATIC CASH DISPENSERS

45. Catella Bank shall not be liable for any direct or indirect damages if the Card or a specific transaction is refused or not honoured by a retailer or a bank or an automatic cash dispenser and does not bear any responsibility for errors committed by authorised retailers or banks or automatic cash dispensers. It will not be obliged to enter into any dispute arising between the Cardholder and a retailer or bank and, moreover, a dispute with a retailer or bank does not absolve the Cardholder from complying with regulations governing the use of the Card and the Agreement. No cancellation of transactions will be permitted except in cases where the Card is reported lost or stolen as described in this Agreement. Without prejudice to the above, the liability of Catella Bank under the Agreement shall be limited to its gross negligence or serious misconduct or wilful default.

TRANSACTION AUTHORISATION

46. Some transactions may require prior authorisation from Catella Bank. Catella Bank may not be able to authorise a transaction, either because the Credit Limit has been reached or for another, valid reason. Catella Bank will not be liable to the Cardholder in any of these events, or if a Payment Transaction cannot be completed for technical reasons.

SAFEGUARDING THE CARD AND CARD DETAILS

47. The Cardholder must (a) keep the Card including all Card details safe and not allow anyone else to use them; and (b) remember his PIN and other security information and keep them secret at all times, never write the PIN on the Card or on anything proximate to or accessible to third parties and destroy the letter with the PIN immediately after receipt. Catella Bank reserves the right to change the PIN at the time of card renewal, reissue or replacement.

WITHDRAWAL OF THE USE OF THE CARD

48. Catella Bank may stop or suspend the use of the Card and ask the Cardholder to return the Card (or ask others to hold onto the Card for Catella Bank) or refuse to reissue or renew or replace a Card, if Catella Bank reasonably (a) consider it necessary for reasons relating to the security of the Card, or its compliance with applicable laws and regulations, (b) suspect the use of the Card is unauthorised or fraudulent, or (c) believe the Cardholder will not be able to repay any amount the Cardholder owes under the Agreement. The Agreement will continue even if Catella Bank do any of these things and will not be responsible or incur liability for any loss or damage the Cardholder may suffer as a result.

TERMINATION OF THE AGREEMENT

49. This Agreement is entered into by Catella Bank and the Cardholder for an indefinite period of time. Either party may terminate the Agreement at any time by sending a notice by registered mail to the other party. Such termination shall only be effective upon receipt by Catella Bank of the Cards issued on the Card Account and upon the complete settlement of all liabilities of the Cardholder resulting from the Agreement.
50. Catella Bank will give the Cardholder a two (2) months' notice before terminating the Agreement.
51. The Agreement shall automatically terminate in case of cancellation of the Card. In such event, the Card must be returned immediately to Catella Bank.
52. Upon termination of the Agreement, the Cardholder is no longer authorised to use the Card. Catella Bank shall accept no liability in relation to the consequences arising from the termination of the Agreement.

CHANGE OF ADDRESS

53. The Cardholder shall immediately notify Catella Bank in writing of any change of name or address (including email address where applicable). All communications including notifications to the Cardholder shall be considered valid if dispatched to its last indicated address or email address.

FEES AND COSTS

Foreign exchange

54. Amounts in respect of purchases and cash advances will be debited in the currency in which the Card Account statement is issued. Purchases listed in another currency will be converted at the applicable rate of Referenced Exchange Rate on the day of the transaction plus a foreign exchange fee of three and a half percent (3.5%).
55. Where the Settlement Currency is not the same as the currency of the Cardholder's Card Account, the Payment Transaction will be converted from the Settlement Currency to the currency in which the Card Account statement is issued using the Reuters Middle Exchange Rate.
56. The date for the currency conversion shall be the date on which the Payment Transaction is debited on the Card Account. This date may be different to the day on which the relevant Payment Transaction took place.
57. The Cardholder accepts that exchange rates may vary at any time and agrees that any changes in exchange rates, including those favourable to the Cardholder, will be applied immediately without prior notice if the changes are solely based on Reference Exchange Rate.
58. The Cardholder can request, at any time, information on the Referenced Exchange Rate. Catella Bank will provide Information upon simple request.

Cash Withdrawal

59. Catella Bank will charge a credit fee per withdrawal of two and a half percent (2.50%), subject to a minimum of EUR 6.

Card fees

60. The annual subscription fee will be due for each Card issued to the Cardholder and will be charged to the Card Account. The amount due will be 25 EUR. Termination by the Cardholder less than two (2) months before the expiry date embossed on the card does not release the Cardholder from paying the forthcoming annual subscription fee. Any amendment of the annual subscription fee will be notified to the Cardholder with a two (2) months prior written notice.

Over limit fees:

61. An overlimit usage fee of 18 EUR will be charged in case the Cardholder exceeds the Credit Limit in any manner whatsoever.

Late payment fees:

62. For every month in which the minimum amount of the full balance due on the Card Account has not been paid or not paid on time, a late payment penalty fee of 18 (eighteen) EUR will be charged on the Card Account.

Copy statement fees:

63. Catella Bank reserves the right to charge a fee of 50 (fifty) Euro for the issue of duplicate statements.

VARIATION OF THIS AGREEMENT

64. Catella Bank reserves the right to modify this Agreement at any time. Catella Bank shall notify any such modification to the Cardholder, with such changes becoming effective 2 months henceforth. If the Cardholder has not appealed and not returned the Card within two (2) months after notification, the modifications will be considered approved and become effective.
65. The Cardholder and Catella Bank agree that any modifications to this Agreement can be communicated and notified to the Cardholder in any durable medium available to the latter, with the primary method being by electronic mail or communication. The Cardholder agrees to regularly consult their Card statements, and acknowledges that such document can be used as a form of notification.
66. The Cardholder expressly agrees to regularly consult the Website, at least on a monthly basis. Where any modification to this Agreement occurs, Catella Bank will update the Website to ensure the latest version is available online.

PROCESSING OF PERSONAL DATA

67. The Cardholder provides Catella Bank with his express prior consent to collect, use and process his personal information with respect to the provision of this Agreement and disclose information to third parties (for the outsourcing of some specific tasks like invoicing, for the verification of creditworthiness of the Cardholder, verification of personal information of the Cardholder and when required to do so by law for instance), which is required for or linked to the performance of its duties and only within the scope of its services towards the Cardholder.
68. Catella Bank will not disclose any information confided to it in the context of our professional activity. This obligation will cease to exist where disclosure of information is authorised or required by Applicable Law.
69. The Cardholder shall have the right to have access to information about him in accordance with the Luxembourg law dated August 2, 2002 relating to the protection of individuals as regards the processing of personal data.

ASSIGNMENT

70. The Bank may assign all or a part of its rights and obligations hereunder to any other Bank(s). In such event references herein to the Bank shall be construed to the extent necessary as reference to its transferee(s).

APPLICABLE LAW/JURISDICTION

71. Without depriving the Cardholder of the protection afforded to the Cardholder by provisions that cannot be derogated, the terms of the Agreement and the relations between Catella Bank and the Cardholder shall be exclusively governed by and interpreted in accordance with the laws of the Grand Duchy of Luxembourg. Catella Bank will communicate with the Cardholder in English, unless otherwise agreed with the Cardholder. Any dispute, controversy or claim arising between parties shall be exclusively brought before the Luxembourg courts.
72. Nevertheless, Catella Bank may appeal to any other jurisdiction which would be judged competent.
73. Upon request, Catella Bank will supply information to the Cardholder regarding the laws and regulations which Catella Bank is subject to in the context of this Agreement.

REGULATORY AUTHORITY

74. Catella Bank is authorised as a credit institution supervised by the Luxembourg regulatory authority, the Commission de Surveillance du Secteur Financier, situated at 110, route d'Arlon, L-2991 Luxembourg, Grand Duchy of Luxembourg. Without prejudice to any legal procedure available to the Cardholder under Luxembourg law, the Cardholder may submit any dispute arising out of the present Agreement to the CSSF which is competent to settle such dispute amicably.