

These terms of business (the “**Terms**”) have been entered into this day of [•] 202[•] between:

- (a) **Credit Agricole CIB – QFC Branch** a company registered in the Qatar Financial Centre (“**QFC**”), authorised by the QFC Regulatory Authority (“**QFCRA**”) pursuant to License No. 00935, whose principal place of business is at 14th Floor, Office No. 1416, Al Fardan Offices Towers, Dafna, West Bay, Doha, Qatar (“**we**”, “**us**”, “**our**” or “**CACIB QFC**”); and
- (b) [insert name of client], [a company incorporated in [insert country]], of [insert address] (the “**you**”, “**your**” or the “**Client**”).

The Terms take effect on the date which an executed copy of the countersigned Terms is provided by you to us and supersede any previous terms of business which may be in force between you and us (including any terms of business received by us from you, unless expressly agreed by us in writing). The Terms (as amended, restated, varied or modified from time to time) apply only to Services which are advised and/or arranged by CACIB QFC for you.

Any change to the Terms will be notified to you, in a durable medium: (a) at least 10 Business Days before the change is to take effect; or (b) if it is impractical to give notice of the change within the period mentioned in paragraph (a) as early as is practicable.

Unless the context otherwise requires, expressions used in these Terms and not defined will have the meanings specified in any relevant applicable rules enacted by the QFCRA (the “**QFCRA Rules**”) for the purpose of the Terms.

1 Our capacity and status

Crédit Agricole Corporate and Investment Bank (“**CACIB**”) is a French société anonyme (joint stock corporation) with a board of directors, incorporated and registered in France with the Nanterre Trade and Companies Register under registration number 304 187 701. CACIB is a credit institution authorised in France to conduct all banking operations and provide all investment and related services referred to in the French *Code monétaire et financier*. In this respect, CACIB is subject to the supervision of the relevant competent authorities, namely the European Central Bank (the “**ECB**”), the French *Autorité de Contrôle Prudentiel et de Résolution* (the “**ACPR**”) and the French *Autorité des Marchés Financiers* (the “**AMF**”) (the “**Competent Authorities**”). CACIB is authorised to perform services on a crossborder basis in the European Economic Area. CACIB is affiliated, since December 2011, with the Crédit Agricole network. CACIB is acting through its QFC branch as being authorized by the QFCRA, pursuant to License No. 00935, to conduct Regulated Activities in or from the QFC as described in clause 3 (*Services*).

2 Your capacity and status

In line with the requirements and criteria of the QFCRA Customer and Investor Protection Rules (“**CIPR**”), CACIB QFC will classify and treat you as a Retail Customer or a Business Customer, as the case may be. Such classification will be reviewed regularly by CACIB QFC so long as we continue to provide you with Services. You may receive a separate notification letter to inform you

about classification (the “**Notification Letter**”). To the extent that you wish to change your classification or notify us of a change in your circumstances or any other matter in relation to your classification, you should follow the procedure set out in the Notification Letter.

3 Services

- 3.1 CACIB QFC is authorized by the QFCRA to provide the following regulated activities (the “**Regulated Activities**”): Arranging Credit Facilities, Arranging Deals in Investments and Advising on Investments (as defined in the QFCRA Rules). The QFCRA’s authorization granted to CACIB QFC to carry on the Regulated Activities of Arranging Deals in Investments and Advising on Investments is restricted to the following specified products: Shares, Debt Instruments, Warrants, Securities Receipts, Units in a Collective Investment Fund, Options, Futures, Contracts for Differences, Rights in Investments, Contracts of long term insurance and Contracts of general insurance (the “**Products**”).
- 3.2 CACIB QFC will be advising on and/or arranging for the Regulated Activities relating to the Products originated from the QFC to be booked in another CACIB entity (mainly France and the United Kingdom) (the “**Services**”).
- 3.3 CACIB does not intend to conduct Islamic regulated activities in Qatar. CACIB QFC will be mainly arranging Islamic products relevant to and structured in other CACIB’s entities, mainly France and the United Kingdom. For the purpose of that service, CACIB would abide by its Shari’ah governance global framework and Shari’ah governance requirements applicable to each booking location.

4 Complaints

- 4.1 If the Client has a complaint about CACIB QFC or in respect of the Services (the “**Complaint**”), it may contact its relationship manager or any representative whose contact details have been given to the Client during the new business relationship or throughout the relationship.
- 4.2 In line with the CIPR, CACIB QFC publishes details of CACIB QFC’s Complaint handling procedures on its website and provides it to any customer who would ask for it. The current website is www.ca-cib.com, and may be updated from time to time.
- 4.3 Within 5 Business Days after the day on which the Complaint is received, CACIB QFC will give the complainant an acknowledgement in writing including the name and job title of the individual who is handling the Complaint for CACIB QFC. The response to the Complaint will be in line with the CIPR and any other applicable QFCRA Rules.
- 4.4 If the Client is eligible to apply under the Customer Dispute Resolution Scheme Rules 2019 (“**CDRS**”) and is dissatisfied with the response of CACIB QFC to a Complaint, the Client may apply under that scheme by using the relevant form: <https://www.qfcra.com/consumer-dispute-resolution-scheme-e-form/>, but must do so within 4 calendar months after receiving the final response from CACIB QFC.

5 Compliance with Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions¹

¹“**Anti-Corruption Laws**” means any anti-corruption law and regulation,

including the United Nations Convention Against Corruption, the

5.1 Representation and warranties On a continuing basis, you represent and warrant that:

- (i) you are now and will be at all times in compliance with all laws and regulations applicable to you (including, for example, where you are employed by a regulated firm), any order or judgment of any court or other agency of government applicable to you (including, without limitation, as relates to the Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions applicable in the jurisdiction(s) in which you operate or have a presence (or are deemed to operate or have a presence)), which are relevant to any of your activities or operations or any Service; and
- (ii) your use of the Service contemplated by the Terms does not and will not result in the breach of any Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions.

5.2 General covenants

- (i) You undertake that you will not use the Services and/or conduct any followed transactions or any related activity contemplated by these Terms to finance or facilitate any activity or transaction in any manner that would directly or indirectly breach the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions or cause you or us to be in breach of the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions.
- (ii) You will promptly supply information required by us in respect of any Service, including without limitation, the purpose, nature, destination and origin of funds and any supporting documents and other evidence in relation thereto and you agree that we shall have the right to suspend or delay executing or processing any instruction or other operation to carry out such investigations with respect to any information or transaction as we, in our sole discretion, deem necessary for the purposes of compliance with the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions.
- (iii) You agree that we shall have the right to reject or suspend any payment or transfer relating to any Service (and to block or freeze the related funds or any account) or otherwise to take any action in relation to any Service, where we determine in our sole discretion that any such payment or transfer may cause a breach of the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions.
- (iv) You agree that we shall not be liable to you or any other party for any delay in or refusal of any instruction or Service for the blocking or freezing of any account or funds

or otherwise in connection with our investigation of any information or transaction relating to any instruction or Service or any other action taken by us to comply with the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions.

6 Confidentiality

- 6.1 Except as required by applicable laws and regulations, neither we nor any entity of the Crédit Agricole Group (being Crédit Agricole SA and its subsidiaries and branches) shall disclose to you or take into consideration any act, matter or thing if in so doing, we might be in breach of duty or confidence to any other person, howsoever arising; or if such act, matter or thing does not come to the actual notice of any of our directors, employees or agents who are executing a transaction or otherwise providing investment services to you.
- 6.2 We are subject to professional secrecy obligations in accordance with applicable laws and regulations. Subject to any legal documentation or any agreement between you and us relating to one or more Service, we undertake to keep all information we receive from you in connection with these Terms and any Service private and confidential (the “**Confidential Information**”). You agree that we may disclose your Confidential Information without your prior consent:
 - (i) to any member of the Crédit Agricole Group and any of our or their officers, directors, employees, professional advisers, auditors, agents or service providers as we or they shall consider appropriate;
 - (ii) to anyone to whom we may sell, assign or transfer any of our rights, benefits or obligations in respect of you, a Service and/or a transaction or who may enter into, invest or participate in or otherwise finance any other transaction under which payments may be made by reference to you and/or a Service;
 - (iii) to rating agencies for the purpose of rating/scoring financial products;
 - (iv) to anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, treasury, taxation or other Regulatory Authority² or similar body, the rules of any exchange or pursuant to any applicable law and regulation;
 - (v) to persons with whom we negotiate, contract or perform transactions, where the information to be disclosed is considered necessary by CACIB QFC;
 - (vi) to anyone to whom we disclose information in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or

U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act, as amended, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency. “Anti-Money Laundering Laws” means any applicable anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency.

“Sanctions” mean economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures enacted, adopted, administered or enforced by (a) the United States of America, (b) the United Nations Security Council, (c) the European Union (or any of its members states), (d) the Republic of France, (e) the United Kingdom, (f) the respective governmental institutions and agencies of any of the foregoing including the U.S. Department of Treasury’s Office of Foreign Assets Control, the

U.S. Department of State and the U.S. Department of Commerce and Her Majesty’s Treasury, (g) the State of Qatar or (h) other relevant sanctions authority. This also includes any targeted financial sanctions measures issued under the proposal of the National Counter-Terrorism Committee (“NCTC”) and any relevant local authorities.

² *“Regulatory Authority” means the QFCRA, the Competent Authorities (as defined in clause 1.1), any other body or authority competent to supervise CACIB pursuant to any law applicable to it, and any other body or authority succeeding to all or any part of those organizations, powers, duties and directions.*

disputes;

- (vii) to any trade repository to the extent required or permitted by any applicable law and regulation, including outside of Qatar, which mandates reporting and/or retention of transaction and similar information or to the extent required by any applicable law and regulation regarding reporting and/or retention of transaction and similar information in accordance with which the other party is required or accustomed to act; or
- (viii) to third parties in other circumstances with your prior written consent.

6.3 Any information which: (i) was already in our possession prior to receipt from you; (ii) was or becomes available in the public domain other than as a result of disclosure by us in breach of our confidentiality obligations in clause 6.1 above; (iii) is provided to us by a third party whom we did not know may be under an obligation of confidentiality to you; or (iv) was or is independently developed by us, is not Confidential Information.

6.4 If any Regulatory Authority makes any enquiry of us in relation to the Services we provide to you, you agree to cooperate fully with us in responding to such enquiry and agree to promptly provide any information required by the Regulatory Authority or as we may reasonably require.

7 Use of personal data

7.1 All Personal Data the Client supplies to CACIB QFC in relation to itself or the Data Subjects will be treated in accordance with the applicable laws and regulations (including, when applicable, with the provisions of the QFCRA Data Protection Regulation 2005, the European General Data Protection Regulation 2016/679 (GDPR) and the UK Data Protection Act 2018). We may, as Data Controller, record, retain, use and otherwise Process records and information about Data Subjects, including Personal Data, for the purposes of providing the Services and in order to comply with our regulatory obligations, including obligations in connection with the detection and prevention of fraud and compliance with applicable laws and regulations, including the Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions.

7.2 Those Personal Data may be disclosed for the purposes of the Services to third party recipients (including regulatory authorities) in jurisdictions inside or outside Qatar, including jurisdictions that may not necessarily provide an equivalent or adequate level of protection for data. Those transfers of Personal Data are governed by applicable laws and regulations. Such Personal Data will be retained by us for the duration necessary to the Processing, and we may retain the Personal Data after you cease to be a client for legal, regulatory and fraud prevention purposes.

7.3 If you are a natural person, you hereby acknowledge having read this clause and consent to the Processing of your Personal Data as set out in this clause.

7.4 If you are a legal person and if Personal Data concern your employees, agents, delegates and legal representatives, you undertake and warrant that you have brought to the attention of such Data Subjects this clause and, where consent is required, that you obtained the consent of such

Data Subjects to the Processing of their Personal Data as set out in this clause. In the event that you do not comply with this undertaking and warranty, you agree to indemnify us fully against any damage, loss, cost or liability (including, without limitation, legal fees and the cost of enforcing this indemnity) arising out of breach by you of the warranty set out in this clause 7.4.

8 Governing law and jurisdiction

The Terms, and unless otherwise specified, all Services (including in each case, in respect of non-contractual matters), are governed by and construed in accordance with the laws of the QFC. In relation to any legal action or proceedings arising out of or in connection with these Terms (including, without limitation, any dispute in relation to the existence or enforceability of these Terms or any Services, or relating to any non-contractual obligations), you irrevocably submit to the exclusive jurisdiction of the competent QFC court. You agree that we may seek the enforcement of a judgment, injunction or order for specific performance against you awarded by the QFC court in any other jurisdiction or to seek an order for specific performance by the competent authority in any jurisdiction in which you are organized, located or hold assets.

IN WITNESS WHEREOF these Terms have been signed in two original copies, one retained by each party, as of the date first written above.

Signed on behalf of the Client

By: _____

By: _____

Signed on behalf of CACIB QFC

By: _____

By: _____