



# **Agreement on the opening of a direct registered securities account**

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## **General Terms & Conditions 2024**

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# General terms and conditions for opening and using the direct registered securities account

(June 2024)

## INTRODUCTION

Uptevia has been authorised by the Issuer to act in its name and on its behalf in maintaining a register of securities issued by the Issuer in registered form, which may or may not be admitted for trading on a regulated market. This mandate includes opening and managing direct registered securities accounts; it may cover all the registered securities constituting the issue or just some of these securities, held for example under an employee shareholding scheme.

This agreement (hereinafter "the Agreement") is entered into by the Holder(s) of the direct registered securities account (hereinafter "the Holder(s)") and Uptevia (hereinafter referred to individually as a "Party" and jointly as "the Parties"). The purpose of this Agreement is to lay down the principles for opening and using the direct registered securities account (hereinafter "the Securities Account"), as well as the respective rights and obligations of each Party, in accordance with the applicable legal and regulatory provisions and particularly those stipulated by the French Financial Markets Authority (hereinafter "AMF") in its General Regulation.

Furthermore, as an Investment Service Provider (hereinafter "ISP"), Uptevia is authorised to provide the Holder(s) with an account-keeping/custody service, as well as a stock market order reception and transmission service.

As the Agreement is subject to the existence of a mandate between the Issuer and Uptevia, the termination of this mandate shall immediately lead to the termination of the Agreement and the transfer of information on the Securities Account and the direct registered securities to the Issuer or to a new attorney.

There are two parts to this Agreement:

- These General Terms & Conditions, and
- The Special Terms & Conditions applicable to the securities account.

Please, pay attention to the fact that certain provisions within these General Conditions only apply to issuing companies admitted to be traded on a regulated market.

## 1 CONDITIONS FOR OPENING THE SECURITIES ACCOUNT

### 1.1 General information

The Securities Account may be opened in the name of the Holder(s), whether a natural person or legal person. If there is more than one Holder, any reference to the Holder in this Agreement shall signify the co-holders (hereinafter the "Co-Holders").

Pursuant to the applicable regulations, Uptevia has categorised Holders as "Retail Holders", meaning that they are entitled to the highest level of protection defined by the AMF. The Holder may ask to change their category and level of protection by sending a written request to Uptevia.

The Securities Account may be a simple account, an undivided ownership account, a split-interest account (usufruct and bare ownership) or a joint account. The Securities Account may also be opened, under certain conditions, in the name of an unemancipated minor or a protected adult. The nature of the Securities Account is set out in the application form.

Verbal and written communications between the Holder and Uptevia are conducted in French or English.

### 1.2 Documentation to be provided by the Holder

Before opening the Securities Account, the Holder must provide documentation of their form of address, identity, date and place of birth, and domicile address in the case of a natural person or registered office in the case of a legal person. For this purpose, the Holder undertakes to provide Uptevia with all the documents requested and listed in the Special Terms & Conditions.

They should be sent to the following postal address:

Uptevia - 90 - 110 Esplanade du General de Gaulle  
92931 PARIS LA DEFENSE.

They may also be sent to Uptevia using the Uptevia Investors app.

If there is more than one Holder, these documents must be provided by each Co-Holder, accompanied by documentation showing each Holder's share in the Securities Account.

Uptevia reserves the right to ask the Holder for any other information before opening the Securities Account.

Once the necessary supporting documents have been received, Uptevia will examine them to check that they are admissible before the account is actually opened. If any information is missing or incomplete, the account will not be opened and your application will be returned to you in full by post. Any incomplete application sent via the Uptevia Investors app will also be rejected. An account will only be opened if the agreements have been completed in full.

Uptevia may also decline to open an account for internal policy reasons, or to meet legal or regulatory requirements.

## 2 SECURITIES ACCOUNT OPERATION

### 2.1 General information

The Securities Account is operated on the instructions of the Holder or the person authorised to represent the Holder.

The Account Holder may be a natural person or a legal entity represented by its legal representative or any other authorised person empowered to act as such.

The Holder shall promptly inform Uptevia of any change to the information provided when the account is opened, in particular any change of marital status, capacity or address (tax residence, postal or email address).

Consequently, Uptevia may not be held liable for any damages resulting from erroneous, inaccurate or late instructions.

### 2.2 Power of attorney

The Securities Account Holder may authorise a person to operate the Securities Account through a power of attorney. This power of attorney shall take effect as soon as it is received by Uptevia, provided that supporting documentation regarding the attorney's signature and identity is received too.



Trades initiated by the Holder's nominated attorney are as binding as if the Holder had placed them themselves. The Holder shall not therefore contest any transaction carried out by their attorney.

The Holder may terminate the power of attorney at any time by sending notice of cancellation to Uptevia. The attorney may withdraw at any time. The death or incapacity of the Holder or attorney shall also put an end to the power of attorney.

Any change in the attorney's identity and/or in the extent, duration or conditions of the attorney's powers shall require an update of the power of attorney by the Holder.

### 2.3 Restrictions on the Securities Account

The securities held in the Securities Account may be made inalienable or made subject to a legal charge. In the event of seizure, Uptevia shall block the entire balance of the Securities Account, subject to applicable laws and regulations.

## 3 SPECIAL TERMS AND CONDITIONS APPLYING TO SECURITIES ACCOUNTS IN THE NAME OF MORE THAN ONE HOLDER

### 3.1 Joint Securities Account

The opening of a joint Securities Account shall render the Co-Holders jointly and severally liable; each Holder may operate the Securities Account without the other Holder's cooperation, through their sole signature, and carry out any act of administration or alienation regarding financial securities in the Account (buying, selling, subscriptions, receipt of dividends, etc.).

Uptevia may hold the Co-Holders jointly and severally liable for all undertakings made in relation to operating the joint Securities Account.

Pecuniary rights attached to securities acquired through a joint Securities Account may be exercised by either of the Co-Holders. Co-Holders are responsible for providing the details of a joint cash account.

Non-pecuniary rights (right to take part and vote in shareholders' meetings, etc.) may be exercised by either of the Co-Holders.

For joint securities accounts, a single letter is sent addressed to "Holder 1 or Holder 2" when both holders have the same address. Where this is not the case, each holder receives a letter. Co-Holders must jointly agree on the reply they give to Uptevia whenever a letter calls for a response.

Either Co-Holder may renounce the joint Securities Account by sending a written request by post to Uptevia. The Securities account will then be changed to an Undivided Ownership Securities Account operating under the conditions set out in section 3.2.

### 3.2 Undivided Ownership Securities Account

Operations on an Undivided Ownership Securities Account require the signature of all the Co-Holders or of their representative.

Uptevia may hold the Co-Holders jointly and severally liable for all undertakings made in relation to operating the Undivided Ownership Securities Account.

Pecuniary rights attached to securities under undivided ownership shall be distributed either to each Holder in accordance with their percentage interests if this information has been sent to Uptevia or to a cash account opened in the name of the co-owners or in the name of the appointed representative. If each Co-Holder's ownership percentage or the details of a bank account opened in the name of the co-owners are not provided, Uptevia shall pay the income to the Co-Holder whose name appears first in the list of the co-owners. In

this event, the Co-Holders may not hold Uptevia liable for the resulting financial, legal and tax consequences.

Unless otherwise stated, non-pecuniary rights shall be exercised by the first Co-Holder named in the list of the co-owners, who shall in that case act as the representative of the co-owners.

### 3.3 Split-interest Securities Account

Where the ownership interests of securities are split, either by agreement, operation of law or a court order, between:

- the usufructuary(ies) and
- the bare owner(s)

the following general arrangements apply:

- income from the securities (interest and/or dividends) shall be paid to the usufructuary(ies)
- the capital (on sale or redemption) of the securities shall be paid to the bare owner(s) (except in the case of a duly evidenced virtual usufruct)

The split-interest account is a joint account that requires all Co-Holders to sign the application to open an account.

In accordance with the French Commercial Code, voting rights attached to securities held in a split-interest Securities Account shall be exercised by the usufructuary in ordinary shareholders' meetings and by the bare owner in extraordinary shareholders' meetings. However, this rule is not mandatory, and the Issuer's articles of association may depart therefrom.

## 4 SPECIAL ARRANGEMENTS RELATING TO SECURITIES ACCOUNTS IN THE NAME OF A PROTECTED ADULT OR AN UNEMANCIPATED MINOR

### 4.1 Protected adults

If the Holder of the Securities Account is deemed incapacitated then, depending on the type of representation (tutorship, family guardianship order, guardianship, safeguarding, etc.), the Holder or their legal representative informs Uptevia and provides it with a copy of the court order establishing this regime, so that the arrangements for operating the Securities Account can be made.

### 4.2 Unemancipated minors

Where two parents are involved, the Securities Account opened in the name of a minor requires the signature of one of the two parents for administrative acts and the signatures of both parents for acts of alienation.

A parent with sole parental responsibility can carry out all administrative acts; for acts of alienation, refer to the legal provisions listing the acts subject to the authorisation of the guardianship judge

In any event, the legal representative is responsible for ensuring that the Securities Account opened in the name of the protected adult/minor is operated correctly, and Uptevia shall not be held liable for any consequence of transactions carried out.

The legal representative accepts liability for transactions carried out under the Agreement and undertakes and guarantees that the minor, when they reach full age, will ratify the transactions that took place in their Securities Account while they were a minor.

## 5 INTERMEDIATION

A natural person or legal entity acting as registered intermediary within the meaning of the Commercial Code is subject to statutory and regulatory obligations and must declare their status as an intermediary holding securities on behalf of another when opening the Securities Account, by ticking the box provided in the Special Terms & Conditions. The registered intermediary must also reveal,

on the request of the Issuer or its representative, the identity of the direct registered securities' real owners, which it is representing, within the required time frames.

## 6 MAINTAINING THE SECURITIES ACCOUNT

### 6.1 General information

In accordance with applicable laws, regulations and contractual terms, Uptevia shall have custody of the securities held by the Holder and shall execute their instructions. Uptevia has the duty to have custody of and to allow recovery of the securities deposited on the Securities Account, on the simple request of the Holder or the Holder's representative, except where the securities have been made inalienable by operation of law, court order or treaty (contractual pledge or court-ordered charge, asset freezing, etc.).

Uptevia shall not interfere with the management of securities held under the Agreement. Uptevia undertakes to comply with market rules relating to the secure custody of securities, including those set out in the AMF's General Regulation. In accordance with regulations, the balance in a Securities Account must not be negative.

### 6.2 Corporate actions

Uptevia shall carry out ordinary administrative acts, including paying dividends and interest. On the other hand, acts of alienation relating to the exercise of rights, particularly as regards capital increases, scrip dividends or any other corporate actions requiring instructions, are carried out on the instructions of the Holder or the person authorised to represent the Holder, subject to rules relating to registered securities in an undivided ownership, joint or split-interest Securities Account.

Providing that it has been informed by the Issuer, Uptevia shall inform the Holder or the person authorised to represent the Holder of corporate actions regarding securities in the Securities Account requiring an answer from the Holder, either by letter or electronically.

The reply must be sent to Uptevia by the deadline shown on the (printed or electronic) response form, along with any funds payable. Uptevia will not record or process any reply that does not include the funds needed for instructions to be considered complete and valid.

Uptevia shall not contact the Holder or the person authorised to represent the Holder again to try to obtain a response. The Holder or the person authorised to represent the Holder is required to provide Uptevia with instructions in accordance with the terms of the corporate action notice sent by Uptevia. Subject to the provisions of the corporate actions notice, Uptevia shall not carry out any transaction on the Holder's behalf if there is no response, a late response or an incomplete response.

If Uptevia is informed about a corporate event late, it may not be held liable if the Holder is unable to exercise their rights in the transaction within the required time frame. Uptevia may not be held liable for a failure or interruption of the postal services as regards transactions covered by this article.

### 6.3 General Meetings

If the Issuer has authorised Uptevia to centralise its general meetings, Uptevia shall send the Issuer's registered shareholders their convening notice, a postal or proxy voting form, as well as all necessary legal documents. These documents shall be sent by post or electronically if the Issuer makes provision for this, and the Holder has given their express agreement.

## 7 STOCK MARKET ORDER RECEPTION AND TRANSMISSION SERVICE

The Issuer, which has regulatory authorisation to receive and transmit its shareholders' orders for directly held shares, wished to outsource this role to Uptevia, which is also authorised to perform this role.

The Issuer has therefore appointed Uptevia to act on its behalf in receiving and transmitting stock market (buy and/or sell) orders pertaining to the direct securities registered or to be registered on the Holder's Securities Accounts for execution by an authorised dealer.

It should be noted that, to be able to access this service, the Holder must return the duly completed and signed "Application to open an account" form contained in the Special Terms & Conditions, along with the supporting documents requested. No orders will be processed unless these formalities have been completed in advance.

The appropriateness of orders sent to Uptevia must be assessed by the Holder or authorised representative. This comes under the Holder's exclusive responsibility.

The Holder undertakes to comply with the regulations applicable to the transactions they initiate and with the applicable rules and procedures for the different transmission channels, particularly the authentication procedure.

By using these services, the Holder accepts these rules.

Uptevia warns the Holder against the risk of price fluctuations that could affect the execution of orders involving a large amount, depending on the liquidity of the market concerned. The Holder is aware of the quick and random nature of fluctuations that may arise on certain markets and states that they accept the risk related to such fluctuations and shall be solely responsible for transactions they initiate on the financial markets.

The securities are listed on trading days of Euronext Paris:

- **either "on a continuous trading basis"**: Prices are quoted depending on supply and demand from 09:00 to 17:35 CET (Central European Time) in Paris
- **or "on an auction trading basis"**: Prices are only quoted twice (or even once) a day by matching buy and sell orders

### 7.1. Types of order

Any order transmitted to Uptevia must contain all details required for its proper execution and the following information in particular:

- **Transaction type**: sale and/or purchase, as appropriate.
- **The designation or the characteristics of the security to be traded**: type (share, bond, warrant etc.) and the security's ISIN code.
- **The number of securities to be traded**
- **The conditions for executing the order or any limit placed on the order**: any limit placed on the order sets the price terms of the order
  - **"Market-to-limit order"**: a market-to-limit order does not involve any price limit. It gives the holder access to the best price available at the time the order hits the market, although no guarantee is given regarding execution. It is automatically converted into a limit order by the dealer. When the market opens, a limit equal to the opening price is applied. During a trading session, a limit equal to the best price for a pending trade in the opposite direction is applied.
  - **"Market order"**: This type of order takes priority over "market-to-limit orders" and "limit orders". The Holder is guaranteed full execution provided that prices are being

quoted for the security, but does not control the price. When the market opens, the order is executed at the opening price. During a trading session, the order is converted into as many limit orders as necessary to fill the order amount.

- **"Limit order"**: This type of order involves a minimum selling price or a maximum purchase price. For a buy order, the order will only be executed if the price is lower than or equal to the specified limit. For a sell order, the order will only be executed if the price is higher than or equal to the specified limit. Execution of a limit order depends on the existence of a counterparty willing to buy or sell enough securities at one or more prices compatible with the limit. A limit order gives the Holder control over the trading price, but the execution of such an order may be only partial.
- The **validity period of the order**, which determines how long it will remain on the market:
  - **"Day order"**: the orders are valid only on the day they are placed, so may not be sent by post.
  - **"Month order"**: the order will be valid until the last day of the month
  - **"Specified date order"**: unless the order is executed or cancelled, the order will remain on the market until the date indicated or the previous trading session if the date indicated is not a trading session. A specified date order has a maximum duration of two calendar months.

If no validity period is indicated, an order will be recorded as a "Month" order.

If, at the end of the validity period, the order has not been executed, it is up to the Holder to request that the order be renewed if they so wish.

## 7.2. Characteristics of the dividend payment

After the close of trade on the day before the dividend is paid, the price limit will automatically be lowered by the amount of the dividend to replicate the equivalent drop in the share price.

### Method for sending orders by the Holder

#### 7.2.1 Principle

Stock market orders may be sent by the Holder only via the following means:

- On the Uptevia Investors website, when this feature is available;
- By telephone, when the Issuer allows this option (telephone number shown in the Special Terms & Conditions);
- By post,
- By email.

#### 7.2.2 Provisions specific to the different ordering channels

- **On the Uptevia Investors website**

When this feature is available to the Holder, orders are entered and validated directly by the Holder on the Uptevia Investors website, following the process described in the General

Terms & Conditions of Use, which can be found at <https://www.uptevia.com/legal/mentions-legales/>.

Price and volume information (real-time or delayed) displayed on the website when the Holder places an order is given for information only and may not be used as a reference for measuring best execution.

Access to the website is secured, and data are encrypted when sent over the internet. To ensure that orders are confidential and secure, Holders must not disclose their login details to third parties.

Any order sent on the Uptevia Investors website using the Holder's login details shall be deemed to have come from the Holder alone, unless the Holder has previously informed Uptevia that their login details have been lost or stolen or they have requested that their login details be changed. As a result, the Holder shall not contest the execution of any order sent using their login details.

Uptevia may not therefore be held liable if a third party views or places trades using the Holder's login details.

If the Uptevia Investors website is offline for an extended period, the Holder also has the option of submitting orders by letter or email following the procedures described below.

In its role receiving and transmitting orders, Uptevia is responsible for the proper transmission of the order after its receipt has been confirmed to the Holder, and as soon as possible after the Holder confirms their agreement. Execution has been outsourced to a broker, in accordance with our best selection policy.

- **By post and email**

All orders must be sent in writing and signed by the Holder. The Holder is invited to use the form provided for this purpose, which is available on the Uptevia Investors website or will be sent to them by the Stock Market service on request. All orders must contain the mandatory information mentioned in Article 7.1, failing which the order will be rejected. Uptevia shall not accept illegible, imprecise or incomplete orders.

Holders acknowledge that they are aware of the risks involved in communicating by post and email. They release Uptevia from all liability for any consequences arising from the use of these communication methods, including those resulting from technical failure, error, insufficient or incorrect instructions and any improper or fraudulent use.

- **Contact details**

Instructions sent outside the Uptevia Investors website shall be sent using the form provided by:

**Post:**

Uptevia  
Service Bourse  
90-110 Esplanade du Général de Gaulle  
92931 Paris la Défense Cedex, France

**Email:**

- to the email address mentioned in the letter accompanying your Agreement to open a securities account; or
- via the contact form available at:  
<https://www.uptevia.com/contact/formulaire-investisseur/>

#### 7.2.3 Provisions common to the different ordering channels

The Holder shall be responsible for selecting the method for sending their orders.

The Holder's attention is specifically drawn to the possibility of a delay between placing the order and its reception by Uptevia. Uptevia may

not be held liable unless it has accepted the order on the terms set out below.

Any order received by Uptevia that includes the Holder's identification data (i.e. surname, first name, tax residence, date and place of birth, IBAN and CCN) shall be deemed to have been sent by the Holder. As a result, the Holder must not disclose their identification data to third parties, other than persons acting on their behalf. The Holder must inform Uptevia immediately if their identification data is leaked or compromised.

Uptevia reserves the right to call the Holder to confirm certain orders.

Uptevia will never ask Holders to disclose their login or password.

The Holder shall not use more than one transmission medium to send the same order. Uptevia shall not be liable for any consequences of the Holder failing to comply with this obligation.

- **Archiving of stock market orders**

In accordance with the applicable regulations, Uptevia keeps a record for five years of all telephone calls or electronic communications regarding the provision of services relating to orders made by the Holder or, where applicable, by the person authorised to represent the Holder entailing the receipt, transmission and execution of orders, even if these conversations and/or communications do not ultimately give rise to a transaction or the provision of the order receipt, transmission or execution service.

The Holder expressly authorises these recordings and agrees, in the event of a dispute, that these recordings may be used as evidence.

### **7.3. Processing of orders**

Uptevia undertakes to record or arrange for the recording of the time and date at which orders are received, transmitted and executed, and to ensure they are executed swiftly and in the order in which they arrive unless the nature of the order or the prevailing market conditions make this impossible, or the interests of the Holder necessitate a different course of action.

Except in a case of force majeure, orders received before 3.30 pm Paris time shall be sent to the Investment Service Provider (trader or order receiver/transmitter) on the same day to be executed according to the market conditions. Orders received by Uptevia after 15:30 Paris time shall be sent to the dealer on the same day or on the following trading day.

In order to secure the best possible result for the Holder when executing the order, Uptevia arranges the execution of orders transmitted by the Holder in accordance with the provisions set out in its best order selection policy. The Holder may view this policy on the Uptevia Investors website and on the Uptevia website: <https://www.uptevia.com/a-propos-uptevia/conformite/>

Uptevia transmits the stock market order on the condition that it has received sufficient funds to cover the purchase. After the order has been executed and depending on the nature of the order, Uptevia shall deliver or receive the securities traded and shall record the transaction in the Holder's Securities Account.

#### **N.B.:**

For securities bought in a regulated market, ownership shall be obtained on the settlement date in accordance with the applicable laws and regulations.

The Holder is hereby expressly informed that the Order's submission for execution does not mean it will be executed.

Uptevia is not required to comply with its best order selection policy if it is following specific instructions from the Holder.

#### **7.3.1. Sell orders**

Acceptance of a sell order is subject to the prior presence in the Holder's Securities Account of the number of securities available for delivery following execution, and subject to compliance with applicable laws, regulations and contractual provisions.

#### **7.3.2. Buy orders**

Except when odd lots are bought in corporate actions, acceptance of a buy order is subject to receipt of a payment covering **105%** of the expected amount of the trade by Uptevia.

If a buy order has not been executed and has not been renewed by the Holder, Uptevia shall initiate reimbursement of funds to the Holder, without interest, as quickly as possible following expiry of the order.

### **7.4. Order cancellation**

The Holder may cancel an order before it has been executed. However, Uptevia cannot guarantee the proper execution of cancellation requests for valid orders that have not yet been executed.

### **7.5. Summary and execution confirmation**

Uptevia transfers essential information regarding the execution of the order to the Holder without delay, either in hard copy or electronically (via the Uptevia Investors website when this feature is available).

No later than the first business day following the execution of an order, Uptevia sends the Holder a contract note containing the terms on which the order was executed: ISIN, securities concerned, type of transaction (buy or sell), execution date and price, gross and net value of the transaction, market, time and place of trade. This confirmation shall be sent to the Holder in hard copy or electronically (provided on the Uptevia Investors website when this feature is available).

The Holder must keep this confirmation in order to comply with their disclosure obligations.

In the case of a joint account or a co-ownership account, the first person named in the list of the Co-Holders or co-owners alone shall receive all information, except where there are specific instructions designating another recipient. For a fractional payment, each Co-Holder shall receive the relevant information individually.

As an exception to the aforementioned arrangements, if a joint representative is designated, information shall be sent to the joint representative alone.



## 7.6. Reporting transactions

Uptevia reports the transactions it executes on the Holder's behalf to the Autorité des marchés financiers (its supervisory authority) no later than the end of the next business day.

## 7.7. Complaints regarding the execution of an order

Complaints relating to executed orders must be made in writing and reach Uptevia no more than 10 days from either the order execution date or, in the case of a complaint regarding non-execution, the date on which the order should have been executed, otherwise the complaint will be time-barred.

The absence of a complaint within that period shall be deemed to constitute acceptance of the terms of the executed order, unless proof to the contrary can be brought by either party. For this purpose, account entries made by Uptevia shall be authoritative of transactions carried out on the Account.

## 7.8. Cost of order receipt/transmission

The execution of all orders shall give rise to the commissions, taxes and brokerage fees provided for under the Agreement.

Holders acknowledge that they have familiarised themselves with and accepted the current price list shown in the Special Terms & Conditions or the letter sent with the Agreement.

Holders shall be informed of any amendment to the price list by any means two months before the amendment takes effect.

## 7.9. Payment method for sell orders

All payments for sell orders are made by Uptevia in euro, except if the Holder expressly requests payment in a different currency. Uptevia reserves the right, at any time, to refuse to make a payment in a currency other than euro.

Payments by Uptevia are made by bank transfer. Cash payments are not accepted.

As regards payment by bank transfer, Uptevia shall make the payment after deducting commissions, brokerage fees, taxes, duties, currency exchange and any other fees borne by the Holder.

## 7.10. Payment method for buy orders

No securities may be bought unless 105% of the price is received in advance.

If the 105% provision prepaid by the Holder when an order is sent exceeds the net amount of this order, Uptevia shall reimburse the excess payment to the Holder as quickly as possible after the settlement-delivery date. This reimbursement will be made by transfer, meaning the Holder must have supplied their bank details. Conversely, if the net amount of the order exceeds the amount of the provision paid by the Holder, they shall be liable for the difference.

There are different ways of paying for buy orders, depending on the means by which the orders are placed.

These are the payment methods that may be allowed, depending on the channel through which orders are placed:

- **Online via Uptevia Investors** (when this feature is available:
  - Bank card (up to €3,000)
  - Bank transfer
  - Payment initiation (SEPA instant payment)

- **By email:**
  - Bank transfer (you will be asked for a copy of the transfer)
  - Payment initiation (SEPA instant payment)
- **By post:**
  - Transfer

In accordance with the French Monetary and Financial Code, the Holder shall only acquire the securities following settlement of the trade in full (inclusive of commissions and costs).

If payment is not made, Uptevia shall, after a period of thirty days following execution of the trade, send formal notice for payment of the balance due within eight business days. If payment is not made, the Securities shall be sold on the market. The Holder shall be obliged to compensate Uptevia for all

costs, penalties and losses incurred owing to non-payment of the sums concerned.

If the sale proceeds are not sufficient to cover the net amount of the original purchase plus the management fees charged by Uptevia for the failed payment (see "List of transaction fees borne by the Holder"), the Holder shall owe the difference to Uptevia.

Uptevia reserves the right to refuse to send its dealer any buy order sent by a Holder who is or has been in default of payment to Uptevia.

### **Uptevia accepts payment of all amounts owed:**

- by instant payment or standard transfer into the following account:

**IBAN: FR76 3148 9000 1000 2604 2918 947**

**BIC: BSUIFRPP**

- or by cheque in euro (EUR) made out to Uptevia.

**All payments to Uptevia must quote the client reference shown on your statements.** Otherwise, Uptevia cannot be held responsible for any delay in identifying and/or processing this payment.

## 7.11. Selection policy

### **7.11.1. Principles governing the intermediary selection policy**

In accordance with the laws and regulations in force, Uptevia's intermediary selection policy consists of checking that the selected intermediaries adopt and follow a best execution policy to obtain the best possible result for shareholders' orders, based on overall cost, speed of execution, probability of execution and settlement, size and nature of the order, and any other consideration regarding the order's execution.

To meet its best selection obligation, Uptevia regularly checks the effectiveness of the intermediary selection policy, in particular by assessing the quality of selected intermediaries' execution and, if necessary, correcting any shortcomings.

Uptevia will transmit shareholders' orders through its selected intermediaries in accordance with the most up-to-date selection policy, available on the websites of Uptevia and Uptevia Investors.

"Special Instruction" means any stock market order in which a shareholder requests execution terms that fall outside Uptevia's selection policy.

Whenever a shareholder gives Uptevia a Special Instruction, Uptevia will forward the instruction for execution unless it was insufficiently clear. In this case, the selection policy will apply only to the parts that are not covered by the special instruction.

Shareholders should note that the latest version of Uptevia's intermediary selection policy, which is reviewed annually, is available on the Uptevia and Uptevia Investors websites.

The Holders are presumed to have agreed to this policy once they have sent an order to Uptevia or signed this Agreement. Clients are made aware of this Policy, including through the Uptevia Investors website.

From Uptevia's perspective, the "Order Receipt and Transmission" (RTO) service entails receiving client orders relating to financial instruments and forwarding them to another Investment Service Provider (ISP) for execution.

Please note that Uptevia does not provide any of the following services:

- Investment advice,
- Producing, researching and disseminating investment recommendations.

#### **7.11.2 Routing of orders in the context of the reception/transmission of orders (RTO) in listed financial instruments**

Orders are forwarded by Uptevia to the ISP-Dealers chosen by Uptevia.

Each client order is date and time stamped when it is processed by Uptevia and then by the intermediary in the execution venue when it is entered into the order book. Lastly, the precise time of execution is recorded.

Orders are forwarded electronically to ISP-Dealers in accordance with this Policy. Orders may be rejected, or processed manually, in circumstances such as the following:

- To protect the client's interests: filtering of orders for amounts above a set level,
- To comply with rules intended to protect the integrity of the market, including those implemented by supervisory authorities.

#### **7.11.2 Implementation of the selection Policy and best execution conditions by instrument category**

For all financial instruments, the quality of execution provided by ISP-Dealers is assessed periodically to ensure they consistently provide the expected level of service, which shall be determined on the basis of the following main criteria:

- Execution quality: overall appropriateness of the execution policy and the commitment shown by ISP-Dealers in finding the best overall price, including their ability to access various venues of execution and the quality of order routing in venues of execution,
- Coverage of the execution venues and financial instruments handled by Uptevia;
- Proven expertise, reputation and renown with the financial instruments in question,
- Quality of middle-office and back-office services (settlement/delivery, clearing),
- Provision of additional ancillary services that add value.

Orders transmitted by clients are routed to the ISP-Dealers that Uptevia has selected on the basis of the criteria listed above. Uptevia used these criteria to compile a list of ISP-Dealers.

The list of the main ISP-Dealers selected is available on the Uptevia Investors website and at the following address:  
<https://www.uptevia.com/a-propos-uptevia/conformite/>



## 8. INFORMATION PROVIDED TO THE HOLDER

Uptevia provides the Holder with all the information they require to exercise the rights associated with their shares, either by post or electronically.

When securities are registered in the Securities Account for the first time, Uptevia shall send to the Holder or the Holder's representative a Securities Account statement or a book-entry notice.

After each securities transaction affecting the Securities Account, Uptevia shall send a securities transaction notice to the Holder or the Holder's representative.

At least once a year, Uptevia shall send to the Holder or the Holder's representative a Securities Account statement made up to 31 December, showing the type and number of securities held in the Securities Account. For Issuers whose securities are listed for trading in a regulated market, the valuation is based on the last available market price. Unlisted securities are not valued, except on the Issuer's express instruction. The Holder may ask to receive a Securities Account statement on a monthly or quarterly basis (charges apply; please contact us).

Uptevia will send any written correspondence to the last known postal address. Any complaint by a Holder who has failed to notify Uptevia of a change in contact details, despite the requirement to do so, shall be deemed inadmissible.

### 8.1 Email correspondence

Holders who have provided an email address accept that it will be used for sending information of any kind whenever the law does not require a printed version to be sent.

Holders may choose to revert back to printed correspondence by sending Uptevia a written request by post or via the Uptevia Investors contact form.

For notices to attend shareholders meetings and for all documents about shareholders meetings, shareholders have the specific option of having these documents sent by email. Shareholders may change their choice at any time and insist that the aforementioned documents be sent by post (on the terms sent out in the relevant laws and regulations), by sending Uptevia a specific request by registered letter with acknowledgement of receipt or via the Uptevia Investors website.

### 8.2 CONTACT DETAILS: INVESTOR RELATIONS/DPO

The Holder may contact Uptevia's Investor Relations Department by:

#### Post:

Uptevia  
Investor Relations department  
90-110 Esplanade du Général de Gaulle  
92931 Paris la Défense Cedex - France

**Telephone and email** using the contact details provided in the letter sent with the Agreement.

The Holder may contact the Data Protection Officer:

#### Post:

Uptevia  
Data Protection Officer  
La Défense "Cœur Défense"  
90-110 Esplanade du Général de Gaulle  
92400 Courbevoie, France

**Email:** dpo@uptevia.com

## 9. UPTEVIA'S DUTIES AND RESPONSIBILITIES

As the Issuer's representative, Uptevia undertakes to execute the instructions given to it with all the usual care due by Investment Service Providers (ISPs). Uptevia's duty under this agreement is one of means, and Uptevia may be held liable only for losses directly resulting from its negligence in meeting its obligations.

Uptevia shall not be liable for any adverse consequences arising from an event of force majeure as defined by the French courts.

The Parties also agree that Uptevia shall not be held liable for adverse consequences resulting from circumstances outside its control, including in the event of:

- total or partial strike affecting services covered by the Agreement,
- failure of IT systems or means of communication,
- fraud or attack on its IT systems,
- malfunction of order transmission systems, whether the problem occurs between the Holder and Uptevia or between Uptevia and a dealer or authorised intermediary.
- malfunction in settlement systems

Lastly, Uptevia accepts no liability for any adverse consequences of, amongst others:

- the Holder(s) failing to notify it of a change in circumstances, or to provide the relevant supporting documents;
- the Holder(s) providing incomplete, inaccurate or misleading information;
- the Holder(s) failing to reply on time when informed of a corporate action and its terms.

## 10. DISCLOSURES AND OBLIGATIONS OF THE HOLDER

The Holder confirms that the information they have provided in the documents making up the Agreement is complete and accurate. The Holder or any person acting on their behalf undertakes to inform Uptevia of any change in their situation and any event altering their capacity to act, by any means, together with any supporting documentation required.

The Holder's attention is drawn to the fact that it is their duty, in operating the account, to comply with the various legal and regulatory obligations in force. The onus is on the Holder to provide all documents required for Uptevia to execute its contractual, statutory and regulatory obligations. Uptevia may not be held liable in the event that it has not been informed of a change in the Holder's status and/or a breach of regulations in the Holder's country of residence has occurred.

In the event of non-fulfilment by the Holder of obligations arising under the Agreement, the Holder undertakes to compensate Uptevia for any justified expenditure, charges or damages that Uptevia may bear, directly or indirectly, and to assist Uptevia in the event of claims, legal action or other events in which its liability is raised by a third party.

## 11. TAXATION

### 11.1. General information

Income from securities is paid to the Holder after application, where appropriate, of any withholding or deduction provided for by the applicable regulations and particularly the compulsory advance payment of income tax on interest, dividends (flat rate, not in lieu of taxation) and social security contributions.

Any change in a tax option must be notified to Uptevia in writing at the latest fifteen days before payment of income or carrying out the transaction concerned.

The Holder shall be responsible for sending to Uptevia all information needed to manage the taxation of their income and capital.

Uptevia is required to inform the tax authorities of the amount of the proceeds paid, as well as the name and address of the beneficiary.

### 11.2. Tax situation

The Holder must satisfy legal and regulatory tax obligations, whether their tax residence is in France or outside France. The Holder shall be responsible for indicating their tax residence in the application to open a securities account. The Holder undertakes to inform Uptevia immediately of any change in their tax situation and in their tax residence in particular and provide all necessary supporting documents as quickly as possible. Uptevia may not be held liable if it is not informed about such a change in the Holder's tax status.

### 11.3. Tax treatment of Holders resident in France for tax purposes

#### Exemption of income tax advance

If the Holder requests exemption from the income tax advance(s) provided for in articles 125 A and 117 quater of the French General Tax Code, the Holder shall be responsible for notifying Uptevia, by 30 November of each year that precedes payment of income, of the exemption request by sending confirmation that they meet the exemption conditions set out in the applicable tax legislation. This request may be made on paper or via the Uptevia Investors website if the Issuer has subscribed for this service.

#### Imprimé Fiscal Unique (Single Tax Statement)

Subject to the rules applicable to the split-interest Account, Uptevia shall send to the Holder who is resident in France for tax purposes or the Holder's representative, every year, the information required to complete their annual income tax return through

a French single tax statement (IFU) containing the information sent by Uptevia to the French tax authorities

(income, compulsory income tax advances, social security contributions and the gross value of securities sold).

The Holder shall be responsible for calculating capital gains or losses on the sale of securities. Any such information that Uptevia may send to the Holder shall be for information purposes based on the elements in its possession.

### 11.4 Tax treatment of Holders not resident in France for tax purposes

#### Withholding tax

If the Holder's tax residence is not in France, Uptevia shall pay out income from securities less any withholding tax provided for by French legislation.

A Holder residing in a country that has a double taxation treaty with France may request the application of the tax treaty rate by sending to Uptevia, before payment of any income from their securities, confirmation of their tax residence (particularly forms 5000 and/or 5001 provided by the tax authorities), duly completed by the relevant authorities. This document must be received by Uptevia no later than fifteen days before the income is paid.

If the Holder has failed to make this request before payment of the dividend, they may request repayment of withholding tax. Uptevia shall charge a flat-rate commission payable by the Holder, who accepts. This commission will be charged against the amount of tax recovered, before it is paid to the Holder. As a result, Uptevia will not act on any request to recover withholding tax in an amount less than or equal to the net amount of this commission.

### Withholding tax on gains from employee share ownership schemes

If the Holder does not have their tax domicile in France, withholding tax shall apply, where applicable, on gains from an employee share ownership scheme provided for by the French Commercial Code (gains from exercising stock options, from scrip issues or from exercising founder's share subscription warrants (BSPCE)) and/or from a scheme not provided for by the French Commercial Code.

Such withholding shall apply to any Holder who is not domiciled in France for tax purposes on the date on which the securities are sold or booked to the account, and who has worked in France as an employee or manager during the period in which the securities/rights were acquired.

### 11.5. Tax on Financial Transactions (TTF)

The TTF (or any other tax or levy) applicable when shares are purchased (or similar transactions) shall be payable by the Holder. If the securities are bought over the counter, the trade will be booked to the Holder's Securities Account when Uptevia receives the net amount of the transaction, inclusive of all taxes.

### 11.6. US Person and Qualified Intermediary (QI) and Foreign Account Tax Compliance Act (FATCA) regulations

In accordance with the US QI and FATCA regulations, a Holder who is a US Person within the meaning of US legislation must provide Uptevia with all necessary information and supporting documents regarding their identity and their tax residence permitting them, where applicable, to benefit from reduced rates of withholding tax on investment income from US sources and to file tax returns with the US and/or French tax authorities (particularly form "W-9" duly completed with the US tax identification number (TIN)). A Holder who is not a US Person must, where applicable, provide form "W8-BEN". If these supporting documents are not produced, the Holder shall bear the withholding taxes provided for by these regulations as well as the processing costs.

The Holder acknowledges having been informed of Uptevia's qualified intermediary (QI) status and accepts the consequences.

Uptevia shall be obliged to inform the French tax authorities, which shall in turn report to the US tax authorities as part of inter-government agreements on the automatic exchange of information.

### 11.7 Agreements and automatic exchange of financial account information

As part of the automatic exchange of information between States, article 1649 AC of the French Tax Code requires Uptevia to obtain self-certification from account Holders and any natural persons who control them, stating their tax residence(s) and tax identification number(s).

The Holder undertakes to provide Uptevia with all information and documentation required under this regulation.

Information on the Holder's accounts will, where applicable, be transferred to the French tax authorities and may be exchanged with other States or territories as part of the automatic exchange of information for tax purposes.

## 12. ANTI-MONEY LAUNDERING AND COMBATTING THE FINANCING OF TERRORISM

With regard to the Issuer's account-keeping/custody role, Uptevia as agent is expected to be show diligence and uphold the privacy of information, as stipulated in AML/CFT laws and regulations.

Whenever it deems it necessary in respect of these obligations, Uptevia may ask the Account Holder(s) for any explanation or documentation:

- about transactions that may appear unusual because of the way they were carried out or their amount or because they were different to the Holder's previous transactions.
- about the origin of funds used to subscribe for or acquire directly registered securities,
- about the real identity of the person for whose benefit the Account has been opened, if it appears that the Holder(s) may not be acting on their own behalf, subject to the application of special legal rules for intermediaries registered as such within the meaning of the French Commercial Code.

The Holder(s) undertake(s) to answer Uptevia's requests diligently.

## 13. RESPECT FOR INTERNATIONAL SANCTIONS

Uptevia must uphold the laws and regulations applicable in various jurisdictions. These may entail economic, financial or trade sanctions (including any sanctions or measures involving an embargo, freezing of funds or financial resources, restrictions on transactions with natural or legal persons or relating to specific assets or territories) issued, administered or applied by the United Nations Security Council, European Union, France, United States of America (including the Office of Foreign Assets Control attached to the Treasury Department, and the State Department) or any other competent authority, including other States, having the power to impose such sanctions (hereinafter "International Sanctions").

Uptevia reserves the right to suspend or reject a payment or transfers made or received, or to block the Holder's funds and accounts, if its investigations suggest that the transaction could breach a rule arising from international sanctions.

Uptevia may ask the Holder to provide information on the circumstances and context of a transaction such as the nature, destination and source of funds, as well as any evidence, especially when the transaction differs from those usually recorded on their account.

The Holder is required to submit the information and documents requested. Until such time as the Holder has given Uptevia enough information for it to conclude that there is no risk of a breach of International Sanctions, Uptevia shall have the right not to execute the Holder's instructions and to freeze the Holder's funds and accounts.

Uptevia may also conduct research and investigations for any transactions that may, in its opinion, breach a rule arising from International Sanctions, and this could lead to a delay in executing the Holder's instructions.

The Holder may not hold Uptevia liable for any delay in executing, or refusal to execute, an instruction, for a transaction being rejected or for funds or accounts being frozen, if this occurs with a view to International Sanctions being upheld. Equally, no penalty or compensation shall be payable to the Holder/Counterparty in such circumstances.

## 14. PERSONAL DATA PROTECTION POLICY

In executing the mandate bestowed on it by the Issuer and in honouring this Agreement, Uptevia will have to process the Holder's personal data. Uptevia undertakes to meet all obligations arising from

the applicable data processing rules, in particular regulation (EU) 2016/679 applicable from 25 May 2018 (GDPR).

This personal data is processed by Uptevia, a société anonyme with share capital of EUR 30,096,355.30, entered on the Nanterre Trade and Companies Register under number 439 430 976, and having its registered office at:

**La Défense – Cœur Défense Tour A**

**90-110 Esplanade du Général de Gaulle- 92400 Courbevoie-France.**

Uptevia collects and processes this information for the operation of the direct registered securities account-keeping/custody service as well as the reception/transmission service for stock market orders involving these securities.

### 14.1 TYPES OF PERSONAL DATA

Uptevia may collect and process the following types of personal data:

- marital status and identification details: surname, first name(s), gender, date of birth, copies of ID, place of birth, country of birth, postal addresses of personal and/or tax residences, personal or professional email addresses, personal or professional telephone numbers, etc.
- details of your personal circumstances: family situation, marital regime, legal capacity, information on transfers and inheritance, etc.
- details of your professional circumstances: employer's name, place of work, etc.
- economic and financial information: financial and tax position, VIP status, nature of transactions, date, payments, number of securities and attached voting rights, amount, description, etc.
- login details: usernames and passwords for your online platform, logs, etc.
- data on correspondence and communications between us.

Uptevia may collect and process the following types of sensitive personal data for managing any employee savings schemes:

- social security number

To meet regulatory obligations, we may have to collect the following special types of personal data (or sensitive data), but only where the law requires:

- Whether a politically exposed person (PEP)
- Information on important religious roles
- Individuals under surveillance (insider trading, terrorist activity)

*NB: The data collected relates to natural persons or the representatives of legal entities.*

*NB: Please note that you are under no obligation to provide the personal data requested. However, we will be unable to provide you with any service if you do not.*

### 14.2 PROCESSING PURPOSES

Uptevia will use personal data thus collected or produced for:

- **Keeping a register** record of direct registered Holders, order placement, coupon payment, fulfilment of tax obligations, etc.
- **Employee share ownership** bonus share grants, stock options, capital increases reserved for employees, etc.
- **General Meetings** convening notice, management of voting instructions, etc. Personal data may be held for three (3) years after the general meeting of shareholders.
- **Corporate actions**
- **Fulfilment of duties:** concerning financial market rules, accounting document archiving requirements, and AML/CFT obligations. This personal data may be held for



as long as laws and regulations require of the document in question.

- **Recording of telephone conversations and communications when orders are placed:** irrespective of the medium, to ensure that transactions are secure and that regulatory obligations are met. Depending on the case to which regulations refer, personal data may be held for five years or as much as seven years from the moment it is saved.

Personal data processed for the purposes described above is needed for the execution of the Agreement, compliance with a legal obligation or pursuit of Uptevia's legitimate interests, in accordance with fundamental rights and freedoms.

This personal data may be kept for as long as is needed to accomplish the purposes for which it was collected. It will then be deleted or rendered anonymous. Exceptionally, this data may be archived to manage ongoing complaints and disputes and to meet Uptevia's legal and/or regulatory obligations, and/or to answer official requests from the authorities.

#### 14.3 DISCLOSURE TO THIRD PARTIES

For the fulfilment of this Agreement and, in particular for publishing reasons, data may be disclosed to any third party chosen for their expertise, but only to the extent needed for the completion of the outsourced tasks.

#### 14.4 DATA RECIPIENTS

Personal data may be shared with:

- the Issuer that appointed Uptevia as registrar;
- the French tax administration in the context of our legal obligations;
- Our processors, solely for the purpose of processing;
- persons nominated by the securities account holder or authorised to act on their behalf to follow their instructions (split, legal capacity, legal entity);
- the employee savings and retirement account keeper with responsibility for managing the Company Savings Plans for the processing of the Holder's instructions;
- the centralising agents responsible for organising the general meetings of shareholders or bondholders;
- the attorneys appointed by the Issuer to act as registrar of the Securities it issues;
- any body empowered by applicable laws and regulations.

Uptevia does not use personal data for direct marketing purposes.

#### 14.5 TRANSFERS OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION

In certain circumstances (e.g. to provide international services or improve operational efficiency), your data may be transferred to another country.

In the case of international transfers from:

- The European Economic Area (EEA) to a country outside the EEA, your personal data may be transferred on the basis of a ruling by the European Commission, if it recognised the country to which your data will be transferred as having an adequate level of protection;

- Other countries for which international transfers are subject to limitations, in which case we take suitable measures to ensure that your personal data is protected.

For other transfers, we will obtain a suitable guarantee to ensure that your personal data is protected, such as:

- standard contract clauses approved by the European Commission; or
- strict company rules.

In the absence of a decision on suitability or an appropriate guarantee, we may rely on an exemption in specific circumstances (e.g. if the transfer is necessary to exercise or uphold rights in court).

#### 14.6 HOLDER'S RIGHTS

All Holders have a right to access and rectify, delete their data, limit its processing, and withdraw their consent to its use, as well as a right of data portability. For reasons relating to their individual circumstances, any natural person may also, at any time, object to this personal data being processed. It should be noted that exercising some of these rights may, on a case by case basis, make it impossible for Uptevia to provide the service.

Holders may exercise their rights by emailing: [dpo@uptevia.com](mailto:dpo@uptevia.com).

Any Holder who is a natural person has the right to file a complaint with the French Data Protection Agency (Commission Nationale de l'Informatique et des Libertés – CNIL), the supervisory authority responsible for overseeing compliance with personal data protection obligations, at the following address:

**3 Place de Fontenoy**

**TSA 80715**

**75334 PARIS CEDEX 07 - FRANCE**

**Tel: +33 (0)1 53 73 22 22**

Website: [www.cnil.fr](http://www.cnil.fr)

For more information, please refer to Uptevia's personal data protection notice:

[www.uptevia.com/legal/notice-protection-des-donnees/](http://www.uptevia.com/legal/notice-protection-des-donnees/)

#### 15. PROFESSIONAL SECRECY AND DUTY OF VIGILANCE

Where necessary, the Issuer and Uptevia undertake to fulfil any duty of confidentiality arising from laws and regulations, especially Article L.511-33 of the French Monetary and Financial Code.

However, the Holder(s) expressly authorise(s) the Issuer to disclose this data to:

- their agent Uptevia,
- Uptevia's subcontractors,
- tax or legal authorities,
- affiliates contracted to perform securities and cash management tasks,
- supervisory authorities and departments responsible for overseeing trades, such as the ACPR and AMF, even when these recipients are outside the European Union.

#### 16. CONFLICTS OF INTEREST

In the normal course of its business, Uptevia encounters potential conflicts of interest and has taken the measures needed to prevent these situations from unduly damaging the interests of its clients and Holders.

A conflict of interest is a situation in which the interests of Uptevia as an ISP, and those of its clients and/or Holders and/or employees, differ either directly or indirectly.

An interest means a benefit of any kind whether material or immaterial, professional, commercial, financial or personal.

Uptevia has identified situations that could be encountered by the ISP and/or entities and/or staff of Uptevia in their work with clients or

Holders and that carry a significant risk to the interests of one or more Holders.

To address potential conflicts of interest, Uptevia may:

a) decline the transaction creating the conflict of interest,  
b) accept the transaction and the conflict of interest that it creates but take permanent measures to manage the situation appropriately and do no significant harm to the client's interests,

c) inform the client: some conflicts of interest may not be handled properly in relation to points a) or b).

In this case, Uptevia gives the client the necessary information on the nature and origin of these conflicts of interest so that the client can make a fully informed decision.

Uptevia manages potential or proven conflicts of interest on the basis of ethical principles: integrity, fairness, impartiality, confidentiality and primacy of the Holder's interests. These principles are central to the rules that Uptevia employees must follow. Uptevia has introduced a system for monitoring all activities so as to prevent conflicts of interest or take corrective measures, and to separate tasks to ensure that action is taken independently in certain situations where potential conflicts of interest are ongoing. Uptevia has introduced permanent measures to separate related-party transactions so that they can be carried out independently of other transactions where conflict of interest issues may arise, along with internal procedures to support the aforementioned measures.

More information about the Uptevia conflicts of interest management policy can be obtained on request and/or on Uptevia's website: <https://www.uptevia.com/fr/qui-sommes-nous/conformite>

## 17. HANDLING COMPLAINTS

Uptevia's priority is to provide the Holder with the best service possible, but there may occasionally be reason for dissatisfaction or disagreement.

A complaint is a statement setting out the grievances of a Holder and/or their heirs and/or beneficiaries (the "Holder") towards a professional. A request for a service, for information, for clarification or for an opinion is not a complaint.

For any complaints about their relationship with Uptevia, Holders may:

- In the first instance:

Contact Uptevia to share concerns or express discontent via the contact form available on the Uptevia Investors website, or by writing to:

**Uptevia - 90 - 110 Esplanade du General de Gaulle  
92931 PARIS LA DEFENSE CEDEX - FRANCE**

Within ten (10) business days of Uptevia receiving the complaint, the Holder will receive confirmation that the complaint is being handled. If investigations are necessary, the Holder will receive a final response within a maximum of two (2) months.

- In the second instance:

If internal procedures have been exhausted (if any part of the complaint has been dismissed or not been acted upon, or if the Holder has not received a response to the complaint after two (2) months), then the AMF Mediator can be contacted by post (Autorité des Marchés Financiers - 17 Place de la bourse - 75082 Paris CEDEX 02) or online ([www.amf-france.org/le-mediateur](http://www.amf-france.org/le-mediateur)).

## 18. PROTECTION OF ASSETS

### 18.1 SEGREGATION OF CLIENT ASSETS FROM THOSE OF THE ACCOUNT-KEEPER/CUSTODIAN

Pursuant to Article 38 of Regulation (EU) 909/2014 of 23 July 2014, Uptevia must separate its clients' assets at the Central Securities Depository. Uptevia uses collective segregation by default. The

financial securities belonging to all Uptevia clients are held in a collective account opened in the name of Uptevia, which participates in a central depository, Euroclear France.

## 18.2 INVESTMENT PROTECTION SCHEME – DEPOSIT INSURANCE AND RESOLUTION FUND

Under the provisions of the French Monetary and Financial Code, the Holder benefits from an investment protection scheme. The aim of this scheme is, up to a certain limit, to cover any loss resulting from securities and cash held in the securities account being unavailable, after being deposited with a company signed up to the investor protection scheme. It does not cover the value of the securities. As an investment service provider, Uptevia has signed up to the Deposit Guarantee Fund. This legal mechanism concerns financial instruments as defined in the French Monetary and Financial Code (equities, debt securities, units or shares of investment funds, futures). The compensation limit is currently €70,000 per depositor, for investment undertakings, from the French deposit insurance and resolution fund (FGDR).

## 19. REPORTING OF SUSPECTED MARKET ABUSE

Uptevia must inform the AMF, following the procedures set out in its General Regulation, of any transaction that it has reason to suspect may involve insider trading or price manipulation.

## 20. FEES

The cost of maintaining the directly held Securities Account is borne by the Issuer.

For order transmission/receipt and other account management services, excluding registered securities account-keeping, the following fees are charged on the terms set out:

- in the letter enclosed with this agreement when it is sent by post,
- or on the Uptevia Investors website when this feature is available,
- or on request when the order is placed.

## 21. AMENDMENT OF THE AGREEMENT

Any amendments made to this Agreement as a result of legal or regulatory necessity will be binding on the Parties immediately.

Where amendments to the Agreement do not follow a legal or regulatory change, the Holder will be informed by any means that the updated Agreement is available on the Uptevia Investors website at least 60 days before its entry into force.

If the Holder does not terminate the Agreement on expiry of this period, the new agreement shall be deemed accepted unreservedly, and will automatically and unreservedly replace the general terms and conditions that have become null and void.

Only the latest version of the agreement updated by Uptevia on the terms described above shall determine the rules applicable to the Holder's direct registered securities account.

## 22. PROOF

The Parties agree that, unless the law stipulates otherwise, the original copy of this Agreement from Uptevia may be kept electronically even if the Holder's copy is printed. The Holder may

dispute Uptevia's copy only by offering proof in the form of the original.

### 23. HOLDER'S SIGNATURE

The Parties expressly agree that if the Holder enters their username and password on the Uptevia Investors website, this shall amount to an e-signature, identifying the Holder and evidencing the Holder's consent to transactions carried out as well as the Holder or their attorney being responsible for them.

Where a direct register securities account is opened online, the Holder consents to the e-signing process and acknowledges that an e-signature will be valid in the same way and on the same terms as a handwritten signature.

The Holder accepts that the certificate of proof generated, signed, exchanged and kept in accordance with these General Terms & Conditions is admissible as evidence before the French courts in the same way as a printed document signed by hand.

### 24. EFFECTIVE DATE – DURATION – TERMINATION – CLOSURE OF THE SECURITIES ACCOUNT

The Agreement is entered into for an unlimited period and may be terminated at any time by the Holder. The termination request must be sent to Uptevia by registered letter with acknowledgement of receipt, and must be accompanied by a request to transfer all securities in the Securities Account, as well as the details of the

securities account to which Uptevia must transfer the positions. Termination shall take effect from the point at which the securities are transferred. However, the transfer may only take place if the Holder does not owe Uptevia any sum of money or security.

If the Holder dies or is dissolved (legal person), the Securities Account shall not be closed immediately and shall instead be frozen. The Agreement shall be terminated after the Holder's estate has been divided among their heirs, on receipt of instructions to transfer or sell the securities by authorised persons (notary, official receiver, liquidator, assign). In the specific case of a joint Securities Account, in the event that one of the Co-Holders dies, the Securities Account shall not be frozen unless objected to by an assign of the deceased or notary responsible for winding up the estate.

Lastly, the termination of the mandate entered into between Uptevia and the Issuer shall entail termination of the Agreement by operation of law.

### 25. APPLICABLE LAW - JURISDICTION

The Agreement is subject to French law. Any dispute about the validity, interpretation or execution of the Agreement shall be subject to the exclusive competence of the courts within the jurisdiction of the Appeal Court in Paris – FRANCE.

If the Agreement is translated, only the original French text shall be authoritative.







Surname.....  
Last name.....  
Address.....

Client reference: **L'OREAL**

Madam, Sir,

In accordance with the General Regulation of the *Autorité des marchés financiers* (AMF), we have enclosed the direct registered securities account agreement governing the operation of your account as well as the fees applicable to your operations.

Please read carefully this agreement and send us the application to open a securities account, duly completed, dated and signed, along with the required supporting documents, as soon as possible.

The general terms and conditions governing the application to open a securities account are available on our Uptevia Investors website in the "Online documentation" area.

All documents must be returned to us by email through the contact form available on Uptevia Investors or by post to the following address:

Uptevia – Investor Relations  
90-110 Esplanade du Général de Gaulle 92931 Paris la Défense Cedex – France.

Please be aware that we will not be able to process any of your instructions should your data not be complete.

You have at your disposal :

- Our Investor Relations team (available from Monday to Friday using the contact details provided above);
- Our Uptevia Investors website which will allow you to view your account and send instructions 24/7.

Please do not hesitate to contact us for any additional information you may require.

Yours faithfully,

**Investor Relations**

## Special Terms of the Securities Account Opening Agreement

### NATURAL PERSONS

#### Summary List of documents and supporting documents be returned to à Uptevia

- A copy of the **"application form to open a direct registered securities account"** duly completed, dated and signed by all the holders of the account,
- For each holder, a photocopy of a **valid identity document (both sides of the national identity card or pages 3 and 4 of the passport)**; a birth certificate for minor children who do not have an identity document,
- Where applicable, a photocopy of a **valid identity document (both sides of the national identity card or pages 3 and 4 of the passport)** in the name of the legal representative(s),
- For protected adults, a photocopy of a court order introducing the protective measures (establishment of tutorship, guardianship, etc.),
- For each holder, a **photocopy of proof of tax residence** bearing the holder's first and last names (title deed; tax statement or statement of exemption from income tax, residence tax or property tax, rent receipt under six months old; gas, electricity, water, landline or mobile telephone bill under six months old; home insurance certificate) for adult, children or spouses, where another name is listed on official documents, the identity document of the named person and a sworn statement from the named person.
- For each holder, where the postal address is different from the tax address, a **photocopy of proof of address** bearing the holder's first and last names (title deed; tax statement or statement of exemption from income tax, residence tax or property tax; rent receipt under six months old; gas, electricity, water, landline or mobile telephone bill under six months old; home insurance certificate),
- Where applicable, the power of attorney duly completed, dated and signed by the authoriser and the attorney along with a **photocopy of a valid identity document (both sides of the national identity card or pages 3 and 4 of the passport)** in the name of the attorney (see enclosed form),
- For each holder, the **details of the bank account** in order to receive dividends and/or proceeds from the sale of securities:

#### For holders residing in France and in the European Economic Area

- The BIC<sup>1</sup> of your bank;
- The IBAN code<sup>2</sup> of your account.

For non-resident holders in the European Economic Area, a document from your bank containing the following information:

- The name, address, ID code of your bank (BIC/SWIFT<sup>1</sup> code), the routing number of your branch (ABA Number, BSB Number, Sort Code, Transit Number, etc.) and your account number in full;
- If your bank is not listed with the SWIFT<sup>1</sup> network, you must also forward the name, address and SWIFT<sup>1</sup> code of your bank's SWIFT<sup>1</sup> correspondent and the number of your bank's account held with this organisation.

*A copy of the Wire Transfer Form is available upon request from the Investor Relations department*

<sup>1</sup> A BIC (also called a SWIFT code) is a standard international code that identifies a bank if it is listed with SWIFT — an international organisation that manages BICs

<sup>2</sup> An IBAN code is a standard international code that identifies a bank account, regardless of the bank and the country in which this account is held.



## Applicable fees and charges

Name of issuer: L'OREAL

Issuer No.: 80204

The rates and charges applicable by Uptevia and currently in force concerning ordinary transactions in connection with your registered account, hereinafter referred to under 'See price list', can be consulted on your online space ([https:// www.loreal.uptevia.com](https://www.loreal.uptevia.com)) or on request from Uptevia Investor Relations via the contact form available online or by telephone on the number provided in the accompanying letter.

### Stock market orders :

Fees on orders	Order amount	> 0 €
	Fees (excl. tax) Minimum fee: 0 €	0,10%

### Order fees (only applies to listed companies):

Processing fees for paper orders:	10.00 euros
Cheque letter processing fees:	30.00 euros
Charges for payment by transfer in the SEPA area:	0.00 euro
Charges for payment by transfer outside the SEPA area:	0.00 euro
Additional fixed fees:	0.00 euro

### Services ancillary to the operation and monitoring of the registered securities account:

Securities account fees:	Included
Provision of account statements on request, except for annual periods:	Included
Production and provision of specific certificates on request:	Included
Costs of converting pure registered securities to administered registered or bearer securities:	Included
Costs of searches for documents dating back more than 3 years:	Included
Costs of searches for transactions dating back more than 3 years:	Included
Estate processing fees, per beneficiary, per issuer:	Included
Collateral processing fees:	Included
Processing fees for manual donations, per beneficiary, per issuer:	Included
Processing fees for notarised donations, per beneficiary, per issuer:	Included
Costs of setting up a shareholders' agreement:	Included
Threshold capping fees:	Included
Processing fees for non-standard transactions:	Included
Costs of analysis and study of documents in connection with closing transactions:	Included
Additional fees for non-standard stock market transactions:	Included

### Payment of dividends or sale proceeds:

Payment of sale proceeds by cheque (in France only):	Included
Fee for cancelling an issued cheque:	Included
Request to reclaim withholding tax submitted after payment of the dividend:	Included

*Uptevia will not take any steps to oppose or recover the withholding tax in an amount lower than or equal to the net amount of these fees.*

## Payment in international currencies

As part of this service, Uptevia delegates payments in foreign currencies to an intermediary. Uptevia receives remuneration for the service from the intermediary amounting to 50% of the total foreign exchange fees registered for the period.

- Exchange fees:

USD	<= 100 000 \$	3.50%
	>100 000 \$	1.25%
AUD, CAD, CHF, DKK, EUR, GBP, HKD, JPY, MXN, NOK, SGD	<= 100 000 \$	1.50%
	>100 000 \$	1.25%
INR, MAD, MYR, PHP, RUB, THB, VEF	<= 100 000 \$	2.50%
	>100 000 \$	2.00%
AED, CZK, ILS, NZD, PLN, SEK, TRY, ZAR, BHD, BMD, BND, HRK, HUF, KWD, OMR, QAR, RON, SAR		2.00%
AUTRES DEVICES		2.50%

## Examples : you want to be paid in USD or GBP :

The amount of your negotiation in Euros is:	81 429.91 EUR	199 988.93 EUR
After applying the exchange rate on the day of settlement which in our example amounts to <b>1.22805 USD</b> and at <b>0.9030 GBP</b> , you sold for:	100 000 USD	180 590 GBP
An interbank commission is charged to you, it corresponds to <b>3.5% applied to the 100 000 USD and 1.25% applied to the 180 590 GBP</b> (refer to the price list above) which gives an amount of:	3 500 USD	2 257.38 GBP
After deduction of fees, the net amount paid into your account is :	<b>96 500 USD</b>	<b>178 332.62 GBP</b>

Name of issuer: L'OREAL Issuer number : 80204  
 Client reference (nominative current account number) : .....

### Application form for opening a financial securities account registered in pure name

Title (Ms, Mr) .....  
 Last name .....First name .....  
 Maiden name (for married women) .....  
 Date of birth (jj/mm/aaaa): ...../...../..... Town or city of birth: .....  
 Code City of birth : |\_|\_|\_|

1.1.1 Department of birth : |\_|\_| Country of birth : .....

Nationality: .....

Mobile phone: ..... Email (in capital letters) : .....

Account type (please tick as appropriate) :

- ☐ Full ownership (one holder) ☐ Joint account ☐ Joint and several between  
☐ Bare ownership/Usufruct  
☐ Shared tax household (account opened by spouses /couple in a civil partnership)  
☐ Separate tax households

Tax adress
Residence, building: .....
N°, street: .....
Postcode: ..... City town: .....Country:.....
Postal adress (if different from tax adress)
Residence, building: .....
N°, street: .....
Postcode: ..... City town: .....Country:.....

**Socio-professional category** (only for French residents) :

- |  |   |
|--|---|
| <input type="checkbox"/> Farmers                                   | <input type="checkbox"/> Employees                                  |
| <input type="checkbox"/> Artisans, retailers and business leaders  | <input type="checkbox"/> Pensioners                                 |
| <input type="checkbox"/> Executives and white-collar professionals | <input type="checkbox"/> Workers                                    |
| <input type="checkbox"/> Intermediary professions                  | <input type="checkbox"/> Other people with no professional activity |

Profession : .....

Profession: .....

Employer: .....

**Politically exposed person**

Do you hold, or have you held, a political, judicial or administrative office for less than a year?

☐ No ☐ Yes

The functions concerned are as follows: Head of State, head of government, member of a national government or of the European Commission; member of a national parliamentary assembly or of the European Parliament; member of a supreme court, constitutional court or other high court whose decisions are not subject to appeal, save in exceptional circumstances; member of a court of auditors; director or member of the management body of a central bank; ambassador, chargé d'affaires, consul general and career consul; general officer or senior officer in command of an army; member of the administrative, management or supervisory body of a public company; director of a public international institution created by a treaty.

If yes, what position? ..... In which country? .....

**Income:**

The net annual income of your tax household is approximately: \_\_\_\_\_ EUR/year

**Savings breakdown:**

Your household's total net assets (excluding credit(s)) are around: \_\_\_\_\_ EUR

**Co-holder's share** (only for bare ownership/usufruct or undivided ownership accounts):

- ☐ Bare ownership Share: .....  
☐ Usufructuary Share: .....  
☐ Undivided ownership Share: ..... ☐ Attorney in cases of undivided ownership (where applicable)

**Unemancipated minor or protected adult****Account for a mirror:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Legal administration                         | <input type="checkbox"/> Legal guardianship              | <input type="checkbox"/> Guardianship of minor wards of the State |
| <input type="checkbox"/> Legal administration under court supervision | <input type="checkbox"/> Testamentary guardianship       | <input type="checkbox"/> Emancipated minor                        |
| <input type="checkbox"/> Special administration                       | <input type="checkbox"/> Council-designated guardianship | <input type="checkbox"/> Future protection mandate                |

**Legal representative:**

Surname: ..... First name: .....

Address of representative: .....

Date of birth: .....

Nationality: .....

City: ..... Postcode: ..... Country: .....

**Account for a protected adult:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Short-term guardianship                      | <input type="checkbox"/> Curatorship                       | <input type="checkbox"/> Legal guardianship              |
| <input type="checkbox"/> Legal administration under court supervision | <input type="checkbox"/> Curatorship for specific purposes | <input type="checkbox"/> Council-designated guardianship |
| <input type="checkbox"/> Future protection mandate                    | <input type="checkbox"/> Family guardianship               |  |

**Protective measure exercised by:**

Surname: ..... First name: .....

Address of representative: .....

Date of birth: .....

Nationality: .....

City: ..... Postcode: ..... Country: .....

**Registered intermediary**

If you act as a registered intermediary, within the meaning of Article L. 228-1 of the French Commercial Code, please tick the corresponding box.

☐ Oui ☐ Non**Categorisation of the holder**

Pursuant to directive 2014/65/EU of the European parliament and of the council of 15 May 2014 and commission delegated regulation (EU) 2017/565 of 25 April 2016, the Issuer is required to sort the holder into one of the following categories: Retail Client, Professional Client or Eligible Counterparty.

☐ I would like to receive my invitation and documentation pertaining to General Meetings by e-mail at the above address instead of hard-copy documents.

I expressly authorise the Issuer or its agent to send to me by electronic mail and in a digitized manner all other documents related to my account.

If you do not wish to receive the aforementioned documents electronically, you can exercise your right to object by ticking the box below: ☐**Approval of the reception-transmission of orders and direct registered securities account opening and account-keeping agreement**

I acknowledge having read and adhere to all of the provisions of the account opening agreement which consists of this form, the specific conditions, as well as the general conditions..

City of town in which you are signing: ..... Date: .....

In one (1) original copy one of which is to be returned to Uptevia, (the issuer's attorney).

**Signature** of the holder or co-holder 1 preceded by the handwritten annotation "Bon pour accord" (Agreed)



## Power of attorney

Once received, the required supporting documents will be reviewed by Uptevia for the purpose of verifying their admissibility prior to opening an account. In the event of a missing or incomplete document, the account will not be opened and your application will be returned to you by post in its entirety. An account will only be opened on the basis of a complete account opening agreement.

Name of issuer : **L'OREAL**

Client reference : 80204 / .....

I, the undersigned,

Last name: .....

First name(s): .....

Address: .....

City/town: .....Postcode: ..... Country:.....

hereby appoint the following as attorney<sup>3</sup>:

Last name: .....

First name(s): .....

Date and place of birth: .....

Address: .....

City/town: .....Postcode: ..... Country:.....

to carry out in my name and on my behalf all transactions involving direct registered Securities in the above-mentioned account.

I have noted that this power of attorney shall remain valid until Uptevia receives express revocation on my part or from my attorney, or failing that, in the event of death.

I undertake to inform Uptevia of any change concerning the identity or scope of my attorney's powers.

Signed in: ..... Date: ..... Signed in: ..... Date: .....

**Signature of grantor**

**Signature of attorney**

Attach a photocopy of a valid identity document (both sides of the national identity card or pages 3 and 4 of the passport in the name of the grantor and of the attorney).

**This power of attorney must be returned to Uptevia through the contact form available on Uptevia Investors or by post.**

<sup>3</sup> *State civil status in full*

**SELF-CERTIFICATION OF TAX RESIDENCY  
SWORN DECLARATION**

France has signed tax transparency agreements with a number of countries. In this context, financial institutions are required to identify all the tax residences of their customers and to communicate to the relevant tax authorities a certain amount of financial information concerning customers subject to their tax legislation.

These obligations apply in particular to persons considered as 'US Persons' under US law. A 'US Person' is a person who qualifies as a US taxpayer under US tax law.

The purpose of this document is to enable you to declare all the tax residence statuses to which you are subject.

Under article 441-1 of the criminal code, the deliberate self-certification of a false tax residence, tax identification number or capacity by an account holder or a natural person controlling the account (in the case of passive non-financial entities) is an offence punishable by three years' imprisonment and a fine of EUR 45,000.

I am aware that I must indicate in this certificate all countries in which I am a tax resident based on my situation and the relevant tax laws of the countries concerned and I certify on my honour and under my responsibility that the information contained in this self-certification is accurate and complete to the best of my knowledge.

I undertake to notify Uptevia, by post or e-mail, within 30 days regarding any change that may occur in respect of this information. I acknowledge that I have been informed that:

- this self-certification will be subject to a plausibility check by Uptevia, after which Uptevia may have cause to ask me to provide additional proof;
- the information contained in this self-certification may be communicated to the French tax authorities and sent by the latter to the tax authorities of my country/countries of tax residence.

*In the event of any difficulty in determining your tax residence(s), it may be necessary to consult the websites of the tax authorities or a tax adviser. Personal data relating to your tax situation is processed by Uptevia on the basis of a legal obligation and is communicated to the tax authorities.*

*In accordance with the law, you have a right of access and rectification, which you may exercise. For more information, you can consult Uptevia's data protection policy on our website.*

## SELF-CERTIFICATION OF TAX RESIDENCY (SWORN DECLARATION)

To be returned to Uptevia in as many forms as there are holders

Client reference:

Title:

Birth name:

Date of birth:

Postal address:

### Tax residences outside the United States

My tax residence(s) is/are located:

- in France: Yes ☐ No ☐

- and / or in another country: Yes ☐ No ☐

If you are tax resident in one of the following countries, please complete:

Countries	Associated TIN
Italy	
Spain	
Poland	
Malta	
Estonia	

### Special case of US tax legislation

I am a 'US Person' within the meaning of US tax regulations:

Yes ☐ No ☐

If yes, please tick one of the 2 boxes if one of them applies to you:

☐ I already have my US Taxpayer Identification Number (TIN):

☐ I do not yet have my TIN but I certify on my honour that I have undertaken one of the following formalities:

- I do not yet have my TIN and I have taken steps with the Internal Revenue Services to resolve my situation and obtain a TIN; or

- I have taken steps with the American authorities to renounce my American citizenship.

Signed in \_\_\_\_\_ on \_\_\_\_\_ .

Name and capacity of the signatory:

