

REGULATORY REQUIREMENTS

Services are qualified by Customer as "ICT Services" within the meaning of Regulation (EU) 2022/2554 of the European Parliament and of the Council of December 14, 2022, on the digital operational resilience of the financial sector (hereinafter the 'DORA Regulation'). It is also the Customer's responsibility to determine in the Specific Terms and Conditions for each Service whether that Service supports critical or important functions of the Customer within the meaning of the DORA Regulation.

Similarly, it is the Customer's responsibility to confirm in the Specific Terms and Conditions whether the Services are qualify as (i) a service that is essential or important to the Customer's business within the meaning of the Decree (Arrêté) of November 3, 2014 on internal control of companies in the banking sector, payment services and investment services sector subject to the supervision of the Prudential Control and Resolution Authority (Autorité de contrôle prudentiel et de resolution, hereinafter the 'ACPR'), and/or (ii) a critical or important functions within the meaning of the guidelines (EBA/GL/2019/02, hereinafter the 'EBA Guidelines') of the European Banking Authority relating to outsourcing, hereinafter referred to together as the "Critical or Important Services".

To ensure compliance with the 'DORA Regulation' as well as the Decree of November ", 2014 and the 'EBA Guidelines', the Parties have agreed to apply this appendix "Regulatory Requirements".

1. OBLIGATIONS RELATING TO SERVICE(S)

The Parties acknowledge that the Contract includes the following elements or agree to add them as follows :

- a) a clear and exhaustive description of the Service (s) to be provided by SBS, as well as a 'Subcontracting' clause indicating the conditions under which subcontracting of the Service(s) is authorised;
- b) the locations, in particular the regions or countries, where the Service or sub-contracting is provided and where the Customer Data will be processed. SBS also undertakes to inform the Customer in advance of any significant change relating to the place of performance of the Service;
- c) stipulations relating to the protection of Customer Data, including Personal Data, in terms of availability, integrity and confidentiality;
- d) stipulations on the guarantee of access, recovery and return, in a readable format agreed by the Parties, of the Personal Data and other Customer Data processed by SBS in the event of termination of the Contract. SBS undertakes to extend the application of these provisions in the event of insolvency, termination of the Contract and cessation of SBS's activities;
- e) a description of the service levels including their updates and revisions to allow effective monitoring by the Customer;
- f) the Customer's right to monitor SBS's performance during the term of the Contract;
- h) a commitment to inform the Customer of any event likely to have a significant impact on its ability to effectively carry out the Critical or Important Service in accordance with the agreed quality and Service levels and in compliance with the applicable laws and regulatory requirements;
- i) the conditions of exercise and implementation by SBS of its business continuity plan;
- j) the Customer's prior agreement for any modification leading to a substantial deterioration in the Critical or Important Service.

2. ADDITIONAL TERMINATION RIGHTS

In addition to the rights of termination already provided for in the Contract, the Customer may terminate for breach the Contract in accordance with the terms of the "Termination" article in the following situations:

- when SBS has seriously breached the applicable legislative, contractual or regulatory provisions ;
- when the monitoring of the risks linked to SBS's Service(s) in connection with a breach of the obligations defined in the Contract has revealed the existence of circumstances likely to significantly alter the performance of the Service (including significant changes affecting the performance of the Contract or SBS's situation);
- where SBS has proven weaknesses relating to its overall management of the risk associated with the Service as a result of one or more breaches of the obligations defined in the Contract, in particular in the way in which it ensures the availability, authenticity, integrity and confidentiality of the Customer Data (whether Personal Data or otherwise sensitive data, or data of a non-personal nature);

The Customer may also terminate the Contract, ipso jure, if the competent authorities are no longer able to monitor the Customer effectively due to the terms of the Contract or the circumstances relating thereto, in which case the termination shall take effect in accordance with the notice period imposed by the said authorities. In this case, the price of the Service remains payable in full until the end of the Contract.

3. ASSISTANCE

SBS undertakes to provide the Customer with assistance in the event of an ICT-related security incident in connection with the Service provided to the Customer. SBS's assistance will be invoiced to the Customer on a time spent basis, on the basis of an average daily rate (ADR) of €1,000 excluding tax per day and per employee. The applicable ADR will be revised in accordance with the price revision formula set out in the Contract.

SBS undertakes to cooperate fully with the competent authorities and the Customer's resolution authorities, including their representative appointed by them, in the performance of their duties.

SBS undertakes to ensure that the members of its staff assigned to the provision of the Service participate in the information and communication technology security awareness programs and digital operational resilience training developed by the Customer, in accordance with Article 13, paragraph 6 of the DORA Regulation. The content, frequency, duration, financial terms relating to the time spent by members of SBS's staff and the method of delivery of these programs and training courses, as well as the audiences for which they are intended, will be discussed in advance between the Parties.

4. SUBCONTRACTING

The Parties agree to amend and/or supplement the Contract with the following stipulations:

SBS undertakes not to subcontract the Services in their entirety. However, the Parties agree that SBS may subcontract the performance of part of its obligations to one or more subcontractors of its choice, in particular of nth rank, subject to obtaining the prior written consent of the Customer, which the Customer undertakes to provide within a reasonable period of time.

SBS will inform the Customer of the specific Services subcontracted and of the relevant information concerning the subcontractor(s). The Customer may not refuse to use a subcontractor without an objective reason, unless the subcontractor is a competitor or an affiliate of a competitor of the Customer, or where the subcontractor does not enable the Customer to comply with its regulatory obligations.

Notwithstanding the preceding paragraph, the Customer authorizes SBS to subcontract all or part of the Service to an entity of its group, which it controls or which controls it within the meaning of article L. 233-3 of the French Commercial Code, located in the European Union without the prior agreement of the Customer, subject to prior written notification sent to the Customer with reasonable notice.

In all cases, SBS (i) undertakes to supervise and monitor the subcontracted Service and (ii) shall remain solely liable to the Customer for the performance of the Contract, it being specified that any recourse to subcontracting shall in no way reduce SBS's liability to the Customer under the Contract.

SBS undertakes to obtain from its subcontractors undertakings and guarantees at least equivalent in terms of confidentiality and security of Customer Data, including Personal Data to which they have access or are likely to have access, and to clearly establish their responsibilities in this respect.

In the event that the Customer considers that the Services support critical or important functions within the meaning of the DORA Regulations, SBS will obtain from each subcontractor its commitment to:

- comply with all laws, regulatory requirements and contractual obligations applicable to it in respect of the performance of the subcontracted Critical or Important Service;
- grant the Customer, the ACPR and any competent Customer supervisory authority the same contractual rights of access and audit as those granted by SBS.

SBS also undertakes to inform the Customer of any significant change concerning an authorized subcontractor when such change could affect SBS's ability to fulfill its responsibilities under the Contract. In this respect, a reasonable notice period (which may not be less than one month), where such notice period is possible, shall be applied prior to any implementation of the said significant change by SBS, so that the Customer can carry out an assessment of the risks associated with the proposed changes.

If the Customer states that the Services support critical or important functions within the meaning of the DORA Regulations, in the event of abusive subcontracting, i.e. where subcontracting is decided upon without prior written information from the Customer and exposes the Customer to a risk of breach of its regulatory obligations, the Customer may terminate for breach the Contract ipso jure in accordance with the terms and conditions set out in the "Termination" article of the Contract.

5. AUDIT BY THE CUSTOMER OR A CUSTOMER SUPERVISORY AUTHORITY

In order to enable the Customer to monitor the performance of SBS's Service on an ongoing basis, the Parties agree to supplement any clause relating to the Customer's and the supervisory authorities' right to audit with the following stipulations:

During the term of the Contract, the Customer may, at its own expense, have the performance of the Service and compliance with its obligations audited by a team of internal auditors or by persons appointed by the Customer, provided that a confidentiality agreement is signed and that the third party is not a competitor of SBS.

SBS undertakes to give the Customer or a third party designated by the Customer, and the competent authority, the right of access, inspection and audit, as well as the right to take copies of the relevant documents on site if they are essential to the provision of the Service, and to do so in compliance with the regulations relating to the communication of information and SBS's security procedures.

SBS undertakes to cooperate fully with on-site inspections and audits carried out by the competent authorities, the principal supervisor or a third party appointed by them. When the audit is carried out by the Customer or a third party appointed by the Customer, SBS's cooperation will be invoiced to the Customer. It is understood between the Parties that beyond two (2) man-days of assistance per year, including any request for information or response to questionnaires, provided by SBS, all costs resulting from this right to audit shall be borne by the Customer

The Customer agrees to communicate to SBS, in an audit assignment contract taken out in application of the Contract, prior to any audit by the Customer or a third party designated by the Customer, the names of the internal or external auditors, the scope, duration and timetable envisaged, the material resources required (documents, personnel, premises, etc.).

6. SECURITY

6.1 Security reference

Under the conditions described in the Security Management Plan, SBS undertakes to implement and test emergency plans and to put in place security measures, tools and policies that provide an appropriate level of security for the Service, in accordance with its regulatory framework.

The Parties acknowledge that the Contract includes the notice periods and notification obligations of SBS to the Customer, as set out in the Contract. SBS also undertakes to notify the Customer of any security incident likely to have a significant impact on SBS Software's ability to provide the Service which supports critical or important functions effectively in accordance with the agreed Service levels.

6.2 Threat based penetration tests

This clause applies if the Customer considers that the Services support critical or important functions within the meaning of the DORA Regulations.

SBS undertakes to participate and cooperate fully in the Customer's threat-based penetration testing referred to in Articles 26 and 27 of the DORA Regulations. SBS's participation will be invoiced to the Customer on a time spent basis, on the basis of the Expert TJM appearing in the financial conditions of the Service concerned or, in the event that the Contract does not specify this TJM, on the basis of €1,000 excluding tax per day and per employee. The applicable MRR will be revised in accordance with the price revision formula set out in the Contract.

7. PROCESSING OF PERSONAL DATA

SBS undertakes to process the Customer's Personal Data in accordance with the provisions of the Contract and/or the Customer's written instructions and in accordance with the General Data Protection Regulation 2016/679 of 27 April 2016 (the 'GDPR').

In the event of Subsequent Subcontracting, SBS undertakes to ensure that the Subsequent Subcontractor complies with the instructions given by the Customer.

8. REVERSIBILITY

This article is applicable if the Customer considers that the Services support critical or important functions within the meaning of the DORA Regulations and the EBA Guidelines.

At the end of the Contract for any reason whatsoever, and in particular if the Customer so requests, SBS undertakes to provide, under the conditions set out in the Contract if applicable, reversibility services for which a charge is made for the Service, which are described in a document negotiated between the Parties:

- i) during which SBS will continue to provide the Service concerned with a view to reducing the risk of disruption to the Customer or ensuring its effective resolution and restructuring;
- ii) which enables the Customer to migrate to another third party ICT service provider or to use in-house solutions adapted to the complexity of the service provided.

9. CONTINUITY IN THE EVENT OF RESOLUTION MEASURES

This section applies if the Customer considers that the Services support critical or important functions within the meaning of the DORA Regulation and the EBA Guidance.

In the event that the Customer is subject to Regulation 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms ('BRRD Regulatory Framework'), in the event of an actual or potential failure, the supervisory authority may take Resolution Measures namely measures to ensure the continuation of the Customer's critical functions, while limiting (minimising) the burden borne by taxpayers.

In the event the Service has been declared as supporting critical or important functions by the Customer, the provision of the latter must not be interrupted in the event of Resolution Measures.

Consequently, in accordance with Article 68 of the BRRD, SBS is strictly prohibited from exercising any right of termination, suspension, modification, set-off or reciprocal compensation relating to its obligations under this Contract, where this results from a Resolution Measure or the occurrence of any event linked to the application of such a measure. This prohibition shall not apply if the Customer ceases to perform its contractual obligations under this Contract.

The provisions of the above paragraph do not apply (i) if the Customer (or any third party substituted for it by virtue of the adoption of a Resolution Measure or the occurrence of any event directly linked to the application of such a measure) is in breach of its contractual obligations or (ii) in relation to an event which is neither a Resolution Measure nor an event directly linked to the application of such a measure.

10. PLACE OF PERFORMANCE OF SERVICES

The Service is provided in the country/countries detailed in the Specific Terms.

SBS undertakes to inform the Customer prior to any decision to change the aforementioned locations.