

amnīs

# Framework agreement

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## Preamble

Amnis has developed an online platform that enables its corporate clients to conveniently access a comprehensive range of essential financial services for their businesses, including:

- Opening and maintaining payment accounts in national and foreign currencies.
- Receiving national and international payments.
- Executing national and international payments.
- Executing spot foreign exchange transactions.
- Real-time access to the foreign exchange market during its business hours.

Amnis also offers its corporate clients the possibility to use the following services under certain conditions and after prior registration:

- Forwards exchange transactions for hedging purposes

## 1 General provisions

### 1.1 Scope

The framework agreement (hereinafter referred to as "the Terms of Use") forms the overall framework for the contractual relationship between AMNIS Europe AG (registered in the Trade Register of the Liechtenstein Office of Justice with No FL-0002.647.164-7), a company incorporated in Vaduz, Principality of Liechtenstein with office at Gewerbeweg 15, Vaduz, the company is registered and authorised by the Financial Market Authority ("FMA-Finanzmarktaufsicht Liechtenstein") as a payment institution according to the Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services and AMNIS Treasury Services AG (registered in the Trade Register of the Switzerland Federal Office of Justice with No CHE-264.153.386), a company incorporated in Switzerland with office at Baslerstrasse 60, Zurich (hereinafter referred to as "amnis") and the client.

These Terms of Use apply to amnis' clients, i.e. natural persons acting in the course of their business, industrial, craft or freelance activities, and to legal entities.

It is always possible to deviate from these Terms of Use by means of special agreements, the provisions of which take precedence over this text if they conflict with it. If a problem cannot be solved on the basis of the above provisions, general law shall apply.

### 1.2 Identity, legal capacity and capacity to act

Amnis is required by law to identify its new clients before entering into the business relationship, to understand the economic background of the intended use of the amnis platform and to clarify who is the owner (beneficial owner) of the transactions to be conducted via the amnis platform.

The establishment of the business relationship between amnis and the client therefore requires the client to submit data and documents, in particular:

- For natural persons: Surname, first name, date of birth, address of residence, country of residence and nationality.
- For legal entities: Name or company name, legal form, address of registered office, country of registered office, date of incorporation, where applicable, place

and date of entry in the commercial register and the names of the persons formally acting on behalf of the legal entity

Amnis may request supplementary information from its clients at any time. Amnis also reserves the right to obtain this supplementary information from third parties and other identification services or to verify it using third party information sources.

To prevent identity theft and other criminal intent, amnis may require a new client to make an initial transfer from their bank account held in their name with a bank in the EEA or Switzerland when establishing a business relationship with them.

Upon conclusion of the contract, the client shall specify an administrator in the online platform. The administrator grants and revokes user rights on the amnis platform. In particular, the administrator may also authorise itself and others to issue payment orders on behalf of the contracting partner. By assigning powers of representation to persons who are commissioned to use the amnis platform in the name of and on behalf of the client (hereinafter "Authorised Representatives"), the client expressly acknowledges that the Authorised Representatives have the right to legally bind the client within the specified scope.

Amnis is liable for the consequences of wilful misrepresentation or gross negligence committed by amnis in the registration of relevant data.

The client, for its part, shall be liable for all damages arising as a result of it not having provided requested information and/or documents, or because it has provided or submitted incorrect information and/or documents. The client must notify amnis in writing of any changes to the data and documents that it has provided to amnis, in particular if they affect the powers of representation. Amnis shall endeavour to take these into account as soon as possible.

Amnis advises the client that it is its sole responsibility to comply with the legal and regulatory obligations to which they are subject. Amnis can under no circumstances take its place in this respect. In particular, the client shall comply with its tax obligations in its country of residence as well as in the other countries to which it makes payments or from which it receives payments. The client must ensure that all payments made with amnis comply with these laws.

### 1.3 Use of Payment services

#### 1.3.1 Main characteristics

##### 1.3.1.1 *Payment account*

In order to use the amnis services, the client must first open a payment account with amnis. The client can open and maintain payment accounts in supported national and foreign currencies on the amnis platform.

Payment accounts may not show a negative balance at any time. The client must immediately (without culpable delay) settle any negative client credit balance – in exceptional cases, for example, due to cancellation bookings or fees.

##### 1.3.1.2 *National and international payments*

The client can process the following transactions using the payment account with amnis:

- Making a payment to a bank or another payment service provider at home or abroad.
- Receiving payments from banks or another payment service provider at home and abroad.
- Making a payment to a payment account within amnis that is directed to another payment service user.
- Receiving payments from a payment account within amnis that is directed to another amnis client.

The client enters payment orders on the amnis platform. He is supported in the best possible way by the amnis platform and possible errors are pointed out. Amnis executes the payment orders issued by the client based on the information provided to amnis. The client is responsible for the accuracy of the information in the payment order. If both parties (payer and payee) are amnis clients, the payment takes place within the amnis ecosystem.

Payments are generally made on the desired value date to the recipient account specified by the client. If the client's payment account does not have sufficient funds to execute the payment on the requested value date, the payment will not be executed.

#### 1.3.1.3 *Currency exchange transactions*

The client can enter currency exchange transactions related to payments on the amnis platform. The following data must be delivered by the client: Currency Pair, Amount in Buy- or Sell Currency and delivery date (value date).

The client transfers the agreed amount (sell-amount) in the agreed currency (sell-currency) to his payment account on the agreed date (value date). As soon as the client has fulfilled his part of the agreement, amnis transfers the money (buy-amount in buy-currency) to the client's payment account. Delayed Settlement: Amnis reserves the right to amend the exchange rate, based on the effective market rate, on trades that are not being settled by the client within the booked value dates. Any changes of such nature are being communicated to the client by amnis. If a trade is still unsettled 24 hours after the first notice, amnis is entitled to amend the exchange rate again or to cancel the trade. All possible cost hailing from delayed settlement, particularly losses due to market moves, must be reimbursed by the client.

Currency exchange transaction related to payments with delivery date (value date) > 5 business days are considered as Payments with forward exchange transactions (see Article 2 of these Terms of Use).

#### 1.3.1.4 *Debit cards*

The client has the option to issue debit cards for their company and its employees through the amnis platform. By issuing the first debit card, the customer also accepts the additional contractual provisions that govern the use of the debit cards (see general terms and conditions for debit cards <https://amnistreasury.com/terms-and-policies/>).

### 1.3.2 *Processing times*

The amnis platform is aimed to be available 24/7. Payment to a bank or another service provider at home or abroad is executed on Business Days. Business Day means any day, other than a Saturday, Sunday, or national holidays of involved countries on which the offices of our banking partners are open for business.

Our payment schedules are shown on the website: <https://help.amnistreasury.com/>.

## 1.4 Connectivity and Use of API

Amnis herewith grants the client a non-exclusive, non-transferable, revocable access to use the amnis API (Application Programming Interface) in order to access amnis' services, including but not limited to transactions, account balance checks, expense management, reconciliation, and reporting. By entering into a contractual relationship with amnis, the client accepts the additional contractual provisions that govern the use of the amnis API (see amnis API Terms and Conditions: [https://amnistreasury.com/wp-content/uploads/2025/06/amnis\\_API-terms-and-conditions\\_EN.pdf](https://amnistreasury.com/wp-content/uploads/2025/06/amnis_API-terms-and-conditions_EN.pdf)).

## 1.5 Communication and contact details

### 1.5.1 Language of communication

Correspondence and communication between amnis and the client shall be in the language agreed with the client and noted by amnis.

### 1.5.2 Means of communication and related security

Amnis communicates with the client through all means of communication appropriate to its relationship with the client. Amnis shall communicate to it through these means any information required by legal, regulatory or contractual obligations.

Amnis may carry out correspondence and communication in particular by post, by telephone, via its website, a mobile app, by e-mail or any other technical method. By providing an e-mail address or registering for one of amnis' services, the client confirms to amnis that it has regular access to the internet.

Letters or e-mails shall be sent by amnis to the last postal address (or otherwise to the last known place of residence/seat) or to the last e-mail address provided by the client. The client shall bear all the consequences and be liable if it fails to inform amnis of a change of postal address or e-mail address, or if it is late in informing amnis of the content of any correspondence or communication, in accordance with Article 1.5.3 of these Terms of Use.

The client declares to be fully informed of and aware of the risks of transmission by e-mail on a public, non-secured network such as the internet. The client is personally responsible for choosing, setting up, using and adapting appropriate measures to secure its electronic mailbox, such as in particular using anti-virus software, a firewall or creating a secure password. In particular, the client shall take all reasonable security measures to ensure the confidentiality of its password. By choosing or accepting such a communication channel, the client releases amnis, except in the case of wilful misrepresentation or gross negligence, from any liability and all consequences in the event of interception of e-mails and/or personal data and/or the documents contained therein by third parties.

The client also undertakes to inform amnis immediately if it discovers that its password has been lost or stolen or that a person has used or attempted to use its amnis payment account without the client's consent.

### 1.5.3 Change of communication language and address by the client

Amnis shall endeavour to take into account any change in the language and/or postal address or e-mail address used for correspondence and communication by the client as soon as possible. The client shall only use the communication channels and technical procedures provided by amnis for this purpose.

### 1.5.4 Contact details

Company's address and contact data of as follow:

AMNIS Europe AG  
Gewerbeweg 15,  
FL – 9490 Vaduz  
Phone: +423 340 53 50  
E-Mail: support@amnistreasury.com

### 1.5.5 Verification

The content and dispatch of correspondence or communication to the client shall be evidenced by the simple submission by amnis of a copy of such correspondence or communication, as set out in Article 1.16 of these Terms of Use.

## 1.6 Prices, costs and taxes

Amnis informs the client about the standard prices.

The new or adjusted prices shall be introduced in accordance with Article 1.5 of these Terms of Use by informing the client of the change made by amnis. They shall enter into force at least one month after the notification made by amnis.

## 1.7 Processing of personal data

Amnis processes clients' personal data in accordance with its privacy policy, which can be found on its website [www.amnistreasury.com](https://www.amnistreasury.com). All information required by law regarding the personal data collected and processed by amnis, the purposes for which such data are processed and the rights of the natural persons whose data are processed can be found in the amnis privacy policy. When clients provide amnis with personal data relating to individuals (for example, representatives, employees or beneficial owners), they shall inform those individuals of the privacy policy and any updates to it. The privacy policy may be amended in accordance with the rules set out therein.

## 1.8 Use of Artificial Intelligence

Amnis integrates artificial intelligence (AI) and machine learning (ML) into its operations in a transparent and responsible manner. These technologies are used to support—not replace—human decision-making, consistent with amnis' regulatory obligations and commitment to operational integrity. By entering into a contractual relationship with amnis, the customer also accepts the additional contractual provisions that govern the use of the use of AI at amnis (see Amnis AI Use Statement: [https://amnistreasury.com/wp-content/uploads/2025/11/EN\\_amnis\\_ai\\_use\\_statement.pdf](https://amnistreasury.com/wp-content/uploads/2025/11/EN_amnis_ai_use_statement.pdf)).



## 1.9 Termination of business relationships

Both the client and amnis have the right to terminate all or certain indefinite agreements by which they are bound, at any time and without cause, by sending an e-mail with acknowledgement of receipt. Both the client and amnis shall have the right, in the event of failure to perform any of the obligations provided for in these Terms of Use or breach of trust, to terminate all or certain agreements by which they are bound, with immediate effect and without prior notice, by sending an e-mail with acknowledgement of receipt. The printout of the relevant dispatch confirmation shall suffice as proof of dispatch of the e-mail.

If the client is inactive for more than 18 months, amnis may conduct a review of the account prior to execution of transactions.

Termination does not release the client from its liability with regard to the transactions carried out or its obligations towards amnis. Commissions received prematurely by amnis shall be refunded to the client pro rata temporis.

## 1.10 Fatality

In the event of the death of a client, amnis must be informed of this as soon as possible. If this information is provided verbally, it shall be confirmed in writing. As of receipt of this letter, amnis shall ensure that no transactions are carried out by any representatives. The assets held by amnis in the name of the deceased shall be paid to the client's heirs and/or legal successors upon presentation of official estate settlement documents and any documents required by law and/or deemed necessary by amnis. Amnis shall check these documents carefully, but shall only be liable for its wilful misrepresentation or gross negligence when checking their authenticity, validity, translation or interpretation, in particular if the documents are issued abroad. Any transaction relating to the assets held by amnis on behalf of the deceased may be subject to the joint consent of all those who are entitled to the assets of the estate by law or will.

## 1.11 Liability

Amnis shall only be liable for its wilful misrepresentation or gross negligence committed in the course of its business activities by amnis or its employees. Furthermore, amnis can only be held liable for the direct consequences of its gross negligence. Thus, amnis shall not be liable for any indirect damages resulting therefrom, including but not limited to any business, professional, financial or other losses suffered by the client such as lost profits, increased operating costs, disruption of a schedule, loss of profits, publicity, clients or anticipated savings. In any case, amnis can never be held liable for any damage arising directly or indirectly from a case of force majeure or from measures taken by Liechtenstein or foreign authorities. Accordingly, amnis shall not be liable for any negative effects resulting in particular from:

- A fire, flood or other natural disaster.
- Strike by its employees.
- The decision of a government authority or the central bank of a country.
- An embargo or a financial, economic or trade sanction.
- Transactions ordered by de facto authorised persons in the event of war, riots, insurrection or occupation of the territory by foreign or illegal forces.



- Errors or an interruption in the operation of postal services, companies providing telephone services or other electronic services, or private transport companies.

## 1.12 Embargoes, compliance strategies, disclosure obligations

The term "Sanctions" includes all financial, economic or trade sanctions or restrictive measures specified, prescribed, imposed or introduced by the European Union, Switzerland, the Principality of Liechtenstein, the United Nations Security Council, the United States Department of the Treasury Office of Auditing (OFAC) and/or the U.S. Department of State or any other competent authority.

If the client is a legal entity, it declares and guarantees to amnis that:

- Neither it nor any of its subsidiaries, officers or directors or, to its knowledge, any of the companies with which it is affiliated, nor any of its representatives or employees, engages in any activity or engages in any conduct that may violate any laws, rules and regulations applicable in any jurisdiction in the area of anti-money laundering and anti-corruption.
- Neither it nor any of its subsidiaries, officers or directors or, to its knowledge, any of the companies with which it is affiliated, nor any of its representatives or employees, is a natural or legal person (a "Person") to whom even the following apply or who is subject to or controlled by such a Person, namely, any person who (i) is subject to Sanctions (a "Person under Sanctions") or (ii) is resident or domiciled in a country or territory that is, or whose government is, subject to Sanctions that generally prohibit it from doing business with that government, country or territory (a "Country under Sanctions").

If the client is a legal entity, it specifically undertakes and guarantees not to use the services of amnis, either directly or indirectly: (i) To finance activities or transactions by or with any person or in any country or territory that may constitute a Person under Sanctions or a Country under Sanctions; or (ii) in any other manner that would result in a breach of sanctions by any person. When analysing and processing the transactions entrusted to it, amnis takes into account the sanctions mentioned above. The same applies if, in the opinion of amnis, the nature, subject matter, context, terms and conditions and, more generally, the circumstances of a transaction do not comply with amnis' guidelines with respect to compliance with these sanctions or combating money laundering or terrorist financing. To this end, amnis uses automatic filtering systems for transactions.

Amnis reserves the right not to execute or to defer the execution of a transaction (i) which is or may be in breach of said sanctions and policies, or (ii) which is or may be suspect in relation to anti-money laundering and counter-terrorist financing legislation, or (iii) if the automated transaction filtering systems block that transaction. The client undertakes to provide amnis with any documents and/or information deemed useful by amnis to determine whether a transaction complies with said sanctions and guidelines or is suspicious in relation to anti-money laundering and counter-terrorist financing legislation. Otherwise, amnis will not be able to execute said transaction. If a client is in doubt as to whether a proposed transaction is proper in relation to these sanctions and policies, they are encouraged to contact amnis before engaging amnis in that particular transaction.

## 1.13 Fiduciary safekeeping of client funds, client fund protection

### 1.13.1 Credit balances on payment accounts

In accordance with Art. 20 para. 1 lit. a of the Liechtenstein Payment Services Act (ZDG), the funds in the client's payment accounts are held in separated accounts. Funds shall be deposited in a separate account in a credit institution (the fiduciary account) if they are still held by amnis and not yet delivered to the payee or transferred to another payment service provider by the end of the business day following the day when the funds have been received.

For this purpose, amnis has set up collective fiduciary accounts with one or more banks that are licensed to provide this services (hereinafter referred to as the "Fiduciary Bank"). Amnis chooses the Fiduciary Bank at its own discretion.

Amnis has entered into a fiduciary agreement with the Fiduciary Bank, according to which the Fiduciary Bank holds the funds for the clients of amnis as trustee on the fiduciary account. In the event of amnis becoming insolvent, the funds are thus protected from access by the insolvency administrator of amnis. Amnis keeps the client's funds separate from its own funds.

Further details on regulatory requirements, the structure of deposit protection and the security of client assets can be found on the website <https://amnistreasury.com/security-regulations/>.

Amnis does not keep a separate account for each client at the Fiduciary Bank. The client expressly consents to his funds being held in a collective fiduciary account.

Amnis is entitled, but not obliged, to return to the client any client funds that have not been used for payment transactions for more than 60 days by making a payment in favour of the specified reference account in the name of the client. Amnis will inform the client of the impending payment by e-mail. If the client does not subsequently use the client credit for payments within two weeks of this notification or does not initiate the early payment, amnis will initiate the transfer of the unused client credit in favour of the deposited reference account. It is therefore the client's responsibility to update the details of the deposited reference account immediately (without delay) in the event of any changes.

### 1.13.2 Credit balances on collateral accounts

If funds are transferred by the client to the collateral account as collateral for forward exchange transactions (see Article 2), full ownership and title to these funds shall pass to amnis. Funds in the collateral account are not part of the client money protection (Art. 20 para. 1 lit. a of the Liechtenstein Payment Services Act (ZDG)).

## 1.14 Assignment

The client consent that amnis may assign or transfer the rights or obligations under these Terms of Use at any time to one or more of amnis group companies and/or any person pursuant to a merger, consolidation or sale of a substantial part of the amnis business to which these Terms of Use relate. Clients will be informed of changes in advance.

The client may not assign his rights or obligations under these Terms of Use without the prior written consent of amnis, which consent shall not be unreasonably withheld, conditioned or delayed.

## 1.15 Complaints

The client may submit a complaint to amnis in writing by post (see Article 1.5.4 for Contact details) or by e-mail to the address [complaints@amnistreasury.com](mailto:complaints@amnistreasury.com).

The client concern will be recorded in the amnis database and a written response within 15 working days will be provided to the client. Some complaints may be more complex, resulting in a lengthy review.

Additionally, a neutral out-of-court mediation office is at client disposal for concerns relating to financial services. All information in this regard, including contact information, is available online at [www.schlichtungsstelle.li](http://www.schlichtungsstelle.li).

The client also has the option of pursuing claims through the courts.

## 1.16 Recording of telephone conversations and protection of privacy

In the event of a dispute or disagreement regarding the existence, content and/or terms of the transaction, either party may rely on recordings of telephone conversations.

These have evidential value, in particular with regard to the existence, content and/or conditions of the transaction, and take precedence over the content of the confirmation.

The records made by each party shall be kept systematically and for no longer than is necessary to achieve the purposes for which they were made or for which they are subsequently used, in accordance with legal obligations.

In addition, if the Customer involves employees and/or representatives, the Customer undertakes to inform such persons of the provisions of this section (recording of telephone calls and protection of privacy) and of the amnis Privacy Policy and to obtain their consent to the recording of conversations.

The personal data provided during the conclusion or execution of transactions or during a telephone conversation with amnis may be processed for the following purposes  
Centralised management of clients, management of accounts and payments, marketing (unless the data subject objects), global overview of the client and prevention of irregularities.

Any natural person may consult the data concerning him or her and request that it be corrected. They may also object, free of charge and on simple request, to the processing of such data for the purposes of direct marketing.

## 1.17 Evidence

Without prejudice to mandatory legal provisions or public policy setting specific rules for evidence, amnis shall be entitled to invoke its own accounting as evidence against a client. Amnis has the right to keep evidence of a legal act by means of a copy or an image of the original document, regardless of the nature or amount of that act. Evidence of the act performed by a technical procedure may be provided by means of the said technical procedure. This copy or image shall have the same probative force and value as the original of the act. The copy or image of the act may have a different form from the original if this results from the use of any technical process.

## 1.18 Settlement of disputes

Amnis and the client agree to implement internal procedures and processes to record and monitor any dispute until it is resolved.

Amnis and the client agree to use the following procedure to identify and resolve disputes between them:

- The "client complaints" channel is the preferred means for communicating a dissatisfaction of the active client in relation to a service provided by amnis.
- The client sends its complaint by e-mail to [complaints@amnistreasury.com](mailto:complaints@amnistreasury.com), clearly indicating the name of its account or the payment ID in question as well as its complaint (see Article 1.14 of these Terms of Use).

## 1.19 Language

This Agreement may be executed and/or made available in one or more languages. In the event of any inconsistency, discrepancy, or conflict between the English language Version of this Agreement and any translation thereof, the English language version shall prevail and be controlling for all purposes, including interpretation, construction, and enforcement.

## 1.20 Applicable law and place of jurisdiction

The relationship between amnis and the client shall be governed by Liechtenstein law, which shall accordingly govern the resolution of any disputes that may arise between them as a result of such relationship. Without prejudice to the application of Article 1.18, the Liechtenstein courts shall have exclusive jurisdiction to rule on disputes between amnis and the client in the context of their relationship.

# 2 Forward exchange transactions for hedging purposes

For regulatory reasons, forward exchange transactions are only available to legal entities. Amnis expressly reserves the right to restrict or refuse the conclusion of forward exchange transactions without justification or to link them to the conclusion of a collateral agreement.

## 2.1 General principles

Any current or future forward exchange transaction between the client and amnis shall be governed by this chapter of this framework agreement. Depending on the requirements of the client, a "Credit Support Annex" may be needed to regulate forward exchange transactions. The Credit Support Annex additionally governs specific elements for the execution and collateralization of forward exchange transactions.

The entirety of the forward exchange transactions between the client and amnis constitute, for the purposes of their termination and clearing, a netting agreement in the sense of the right to offset credit balances in one currency against a debt in another currency.

## 2.2 Knowledge of the terms and risks of forward exchange transactions and refusal to execute them

The duration and amounts for which forward exchange transactions are offered depend on the individual needs of the client and are only available to the client after activation

on the amnis platform. The amount, term and currency pairs of forward exchange transactions are limited by amnis in accordance with the agreement with the client and depending on the amount of the deposited collateral.

The service is available exclusively in the context of payment transactions and in no case for speculative purposes. Amnis reserves the right to immediately cancel any forward exchange transaction that is considered speculative.

The client shall only decide to enter into a forward exchange transaction with amnis once it has thoroughly considered the matter and ensured that its financial resources allow it to take on the risk of loss. Amnis has the right, at its sole discretion, to refuse to enter into any forward foreign exchange contract or to renew any existing forward foreign exchange contract.

## 2.3 Notifications and obligations

The client declares and confirms that it is acting on its own behalf and has the necessary powers and authority to enter into any transaction. The client undertakes to inform amnis immediately of any legal, statutory or contractual provision that could potentially restrict its ability to enter into forward exchange transactions or limit the validity of its contracts.

The client agrees to indemnify amnis and hold amnis harmless from any damages, fees, costs or other adverse financial consequences incurred by amnis as a result of any incorrect, erroneous or late information about the client's status, except where such damages, fees, costs and other adverse financial consequences are the sole responsibility of amnis as a result of its gross negligence, wilful misrepresentation or fraud.

## 2.4 Service activation

A transaction is deemed to be completed from the mutual exchange of consent between amnis and the client.

By entering into a transaction, the client undertakes to deliver the sell currency amount on the scheduled due date.

The client assumes all liability for all consequences arising from orders transmitted or transactions concluded improperly by telephone, in particular by a person not authorised to bind the client, as well as for all consequences arising from the late or non-execution or misinterpretation of a transaction transmitted by telephone, except in the case of wilful misrepresentation or gross negligence on the part of amnis.

## 2.5 Resolution, client default and clearing

### 2.5.1 Breach of trust

Both the client and amnis have the right, exclusively in the event of a breach of trust, to terminate the entirety of the concluded transactions with immediate effect and without prior notice by sending an e-mail with confirmation of receipt. The termination of the entirety of the concluded transactions shall result in an obligation for the client to immediately and without delay transfer to amnis all sums due on the scheduled due date as well as all costs and expenses due on the date of termination.

### 2.5.2 Default of the client

Default of the client gives amnis the right to immediately terminate the entirety of the transactions concluded with the client, to clear the mutual current and future liabilities



and claims in euros or in other currencies, irrespective of any bankruptcy, judicial reorganisation proceedings or similar proceedings in respect of the client, and to establish a revocable balance to be received or paid ("revocable balance"). The following incidents in particular shall be deemed to be cases of default of the client:

- The Client fails to perform an obligation arising under this chapter and/or Credit Support Annex.
- The client does not make a payment or a foreign exchange delivery for a transaction.
- The client does not meet a margin call.
- The client has made a statement that turns out to have been incorrect at the time it was made or repeated or is now incorrect.
- The client is unable or refuses to pay all or part of its debts or to meet its financial obligations.
- Judicial reorganisation proceedings or similar proceedings are initiated against the client.
- The client goes bankrupt.

The Client, its shareholders and/or directors shall immediately inform amnis in writing if an instance of default occurs with it.

In the event of default by the client, amnis shall have the right, at its sole discretion, to cancel the pending payment and foreign exchange orders, to suspend the execution of its payment obligations and the delivery of foreign exchange, as well as, by operation of law and without request, to dissolve all the transactions concluded with the client and to terminate all or part of the contractual relationship with the client in accordance with Article 1.9 of these Terms of Use.

## 2.6 Confirmation procedures and applicable conditions for transactions

The demand for security shall be made in accordance with the conditions provided for this purpose on the amnis platform. For amnis, security consists of guaranteeing the application of a specific exchange rate (i) during a period and in an agreed payment volume or (ii) for a specific date and a clearly identified payment. Each transaction shall be the subject of a written or electronic confirmation setting out all the variable data relating to it. This confirmation shall have probative value between the parties.

However, if the client has not received a confirmation from amnis within the two working days following the conclusion of a transaction, the client is requested to inform amnis immediately so that a confirmation can be sent to it again. Amnis and the client agree that in the event that amnis sends the client the confirmation of the agreement and the client does not notify its contact person at amnis of its objection to the terms of the confirmation within two (2) business days of the sending of the confirmation by means of a "non-confirmation notice", the terms of the transaction shall be deemed to have been accepted by the client.

If a "non-confirmation notice" of the terms is sent by the client to amnis, amnis and the client shall attempt to resolve the disagreement and confirm the applicable terms as soon as possible. The possible absence of a confirmation does not affect the validity of the transaction concluded and therefore does not release the client from its obligation to comply with any request for payment that may have been made.

## 2.7 Obligations of the client

The Client represents and warrants that:

- It is authorised to sign this document.
- It complies now and in the future with all laws, rules, regulations or judicial or administrative decisions applicable to it or to which it is subject for the signing and performance of this document.
- The information and data provided to amnis are complete and correct.
- Each transaction is carried out in the context of payment transactions and not for speculative purposes.
- It has received from amnis, read and understood the necessary, clear and complete information on the risks associated with the transactions and undertakes not to enter into any transaction in an underlying asset unless it fully understands the risks involved.
- It has taken note of the exchange rate and value applicable to the establishment of forward foreign exchange contracts with fixed or flexible dates.
- It undertakes to deliver the equivalent value to each use of a flexible foreign exchange transaction or to the final execution of a forward exchange transaction with a fixed, flexible or dynamic date.

## 2.8 Costs

Amnis is entitled to charge the client for the costs of the services provided by amnis on the basis of the order placed and for each transaction. If applicable, these costs shall be charged in accordance with the general price conditions.

## 2.9 Miscellaneous

The failure of a party to use, or to use only in part, the rights to which it is entitled under the provisions of this chapter shall not be construed by the other party as a waiver of those rights.

All costs and charges arising from a transaction and its execution by a party shall be borne by that party.

However, in the event of a default, the defaulting party shall bear all costs and fees resulting from the occurrence of such default.

The client irrevocably allows amnis to debit its account with the amounts owed by it and accordingly undertakes to ensure that there is a sufficient credit balance on its payment account.

The client is responsible for its representative and/or its employees and is liable for the consequences of orders, transactions or communications executed by the aforementioned persons, even if they are not authorised to bind the client, except in the event of gross negligence by amnis or one of its employees.