

ABM TERMS and CONDITIONS (May 2019)

These Terms and Conditions define the terms and conditions related to any account opening and related service provided by AccèsBanque Madagascar. They include:

- The SMS notification service,
- The “Flash” loan product in collaboration with Orange Money.
- The “AccèsCash” service

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1. ABM ACCOUNT

The opening of an account within AccèsBanque Madagascar is subject to prior verifications of the prospect's identity, residence and capacity through the presentation of official documents as stipulated below.

For natural persons:

- The original of the identity card,
- A proof of residence (< 3 months)

For unincorporated enterprises:

- The original of the identity card,
- A proof of residence (< 3 months),
- An excerpt of the Trade Register (< 3 months),
- Tax identity card,
- Statistics card

For legal persons:

- Inception receipt (if Association),
- Excerpt of the Trade Register (< 3 months),
- A copy of the Articles of Association,
- Tax identity card,
- Statistics card,
- Identity card of the signatory of the account,
- A proof of residence (< 3 months) of the signatory of the account.

The Bank reserves the right to ask for additional documents prior to the definitive opening of the account.

The Client accepts having read, understood and agreed on the terms and conditions herewith upon signing the account opening contract or at any subscription to a service related to the account.

It is stated that the Client is always allowed to renounce or abstain from any subscription or upon request if a provision herewith does not suit him.

1.1 Article 1: The types of account

1.1.1. The Current Account

The current account is a banking account intended for receiving funds through any payment instruments and making payment transactions with no limitations, in the condition that the amount is within the available account balance or upon a permanent or a temporary authorization from the Bank in case the amount exceeds the available account balance.

The Bank offers three types of current account:

- Individual current account: with this account, all debit transactions, namely but not limited to withdrawals, transfers, limited fund blocking, can only be effected by the account holder or his duly accredited representative.
- Joint current account with Separate Signatures or Joint Current Account "OR": with this account type, all transactions, namely but not limited to deposits and withdrawals, transfers, limited fund blocking, can be effected by any of the coholders. In case

the death of one of the coholders, the account balance shall be given to the living coholder.

- Joint current account with Joint Signatures or Joint Current Account "AND": with this account, all transactions, namely but not limited to deposits and withdrawals, transfers, limited fund blocking can only be processed with joint signatures of the coholders.

1.1.2. The Savings Account

The savings account is an account intended for saving money in a flexible way and remunerated at an interest credit rate defined in the "AccèsBanque Pricing" also available within AccèsBanque Madagascar branches and on the web site www.accesbanque.mg.

AccèsBanque Madagascar offers three types of savings account:

- Individual Savings Account: with this account, all debit transactions, namely but not limited to withdrawals, transfers, limited fund blocking, can only be effected by the account holder or his duly accredited representative.
- Joint Savings Account with Separate Signatures or Joint Savings Account "OR": with this account, all transactions, namely but not limited to deposits and withdrawals, transfers, limited fund blocking can be freely effected by anyone of the coholders. In the case of death of one coholder, the account balance shall be given to the living coholder.
- Joint Savings Account with Joint Signatures or Joint Savings Account "AND": with this account, all transactions namely but not limited to deposits and withdrawals, transfers, limited fund blocking can only be effected with joint signatures of the coholders.

1.1.3. The Term-Deposit Account

The term deposit is a fixed-term deposit within a banking account in exchange of interest payment based on conditions predefined by the bank. The fund to be blocked in a term-deposit account shall be transferred either from a current account or from a savings account.

The interest rate as a compensation of the blocked amount is defined according to the gross effective rate before IRCM as defined in the "AccèsBanque Madagascar Pricing". Interests are credited on the linked account at the end of the term-deposit term.

AccèsBanque Madagascar offers three 3 types of Term-Deposit Account:

- Individual Term-Deposit account: with this account, all debit transactions namely but not limited to withdrawals, transfers, limited fund blocking can only be effected by the account holder or his duly accredited representative.
- Joint Term-Deposit account with Separate Signatures or Joint DAT "OR": with this account, all transactions namely but not

limited to deposits and withdrawals, transfers, limited fund blocking can be effected by anyone of the coholders. In case of death of one of the coholders, the account balance shall be given to the living coholder.

- Joint Term-Deposit with Joint Signatures or Joint DAT "AND": with this account, all transactions namely but not limited to deposits and withdrawals, transfers, limited fund blocking can only be effected with the joint signatures of the coholders.

1.2 Article 2: The Account Operation

The account holder can freely get account statement and request for his account situation at any AccèsBanque Madagascar branches. Transactions can be effected within the limits of the available account balance.

The account holder is required to pay off all the banking fees as described in the applicable pricing.

An account with no transactions within a period of six months automatically becomes an INACTIVE account; a reactivation request has to be submitted to the bank's counter by the client. Such request shall be accompanied by a deposit by the client to confirm the definitive activation of the account.

If it occurs that the same account records no transactions for a period of one year, it becomes a DORMANT account. To reactivate such account, the client is required to submit a request to the bank's counter and pay all the related fees as defined in the applicable pricing.

It is to be noted that the change of an account situation to a dormant or inactive account does not exempt the client from all the banking fees defined in the applicable pricing.

1.3 Article 3: Rights and Responsibilities of the Bank

1.3.1. Overview

The Bank is required to execute the account holder's orders related to the use of his account: deposits, reception of wire transfer, withdrawals or transfers as well as all authorized transactions on the client's account. For joint accounts, the Bank shall only consider orders from the account holder or his duly accredited representative(s).

The Bank is required to make sure that the operations comply with the applicable laws and the common banking practices.

The bank shall secure the funds within the account.

As part of the fight against money laundering, the laws require the Bank to collect information from its clients

on unusual transactions due to their modalities, amounts, their exceptional features in comparison with formerly effected transactions. The Bank shall ask the client for all information it deems necessary with regards to the transactions.

The Bank is committed to pay credit interest rate based on the applicable pricing.

The Bank reserves the right to deduct transaction fees based on the applicable pricing.

The Bank reserves the right to modify the pricing as well as the terms and conditions without prior notification of the account holder, or in case of significant changes in legal and regulatory provisions. Any modification shall be available for clients at AccèsBanque Madagascar's counters, on its website www.accesbanque.mg and Facebook page.

1.4 FATCA (« Foreign Account Tax Compliance Act »)

The bank reserves the right to communicate all the banking information of the client to the American tax administration - *Internal Revenue Services (IRS)*, if he presents Americanness indications as defined in the IRS or upon a request from IRS. The definition of Americanness indications can be verified on the IRS website. The Bank reserves all the rights to refuse the entry into relationship with anyone with Americanness indications.

1.5 Article 4: Rights and Responsibilities of the client

The account holder has the right to give orders to the bank to execute transactions on his account in accordance with the bank's policy and procedure.

During the contract term, the account holder is committed to immediately inform the Bank of any changes to the information communicated herein, it includes personal, professional and patrimonial information, and namely any change of residence, phone number, email address. The responsibility of the bank cannot be engaged if it uses out-of-dated information as a result of a failure to fulfil such obligation.

For any savings account, as long as it is applicable, the account holder shall receive interests on the account until its closing.

1.6 Article 5: Special Provisions related to the Term-Deposit account "AccèsSanté"

The "DAT AccèsSanté" is a term-deposit account that allows the Subscriber to designate a beneficiary (as well as his family) to benefit from health insurance.

Notwithstanding the parties' rights and responsibilities applicable to all accounts opened within the Bank, it is clearly stated that:

- The bank is committed to send the beneficiaries' identities to the health insurance company AFAFI, however it is not entitled to subscribe the beneficiary, which only depends on the insurance company's eligibility criteria.
- The bank cannot be a guarantor of the AFAFI health insurance, which solely falls under the responsibility of the insurance company. The bank's responsibility is limited to the follow-up of subscription documents to the insurance company, and it cannot ensure the continuity of health insurance in case of failure of the insurance company.
- The subscriber understands that the "healthcare costs" warranties related to the subscription to this contract does not exempt him from Malagasy compulsory health insurance as stipulated in the Malagasy labor code.
- The subscriber recognizes and authorizes the bank to provide the insurance company with his contract as part of the awareness raised by the latter for every subscription of more than 10 people (the awareness serves to provide beneficiaries with details on the mechanism of the Union, the repayment method, the affiliated organisms etc.).

1.7 Article 6: Closing account

1.7.1 For Current Accounts and Savings Accounts

The AccèsBanque Madagascar's account agreement is effective as of the date of its signature by both Parties and for an indefinite period.

The client might at any time terminate the account agreement in writing and with no notice period by the means of a signed account-closing request.

The bank might at any time terminate the account agreement in writing with 30 days' notice period in case of wrongful behavior of the client.

The bank might also terminate the account agreement in writing with 30 notice days' notice period in the event that the client would leave his account dormant with no transactions for a long period of time at the discretion of the bank. In such case, the Executive Management must have given prior authorization.

1.7.2 For Term-Deposit Account

The AccèsBanque account agreement is effective as of the date of its signature by both parties for a determined period according to the terms and conditions of a Term-Deposit account opening (cf. AccèsBanque Madagascar pricing).

The client might at any time terminate the Term-deposit agreement in writing and with notice period in the means of a signed account closing request. The

conditions applied to the notice period comply with AccèsBanque Madagascar's applicable pricing.

The bank might at any time terminate the term-deposit agreement in writing with a 30 days' notice period. In case of the client's wrongful behavior as well as the absence of transactions for a long period whereas **the balance is nil, leading the account status to be dormant, the bank can terminate** the agreement without notice. In this case, the Bank shall have given its prior authorization.

If for whatever reason, the client may use the funds deposited before the agreed term, the deposit and remunerations conditions shall be modified according to the terms specified in the last applicable pricing of AccèsBanque Madagascar. At term, the balance with interests will be transferred to the liaison account from which the initial balance was debited.

2 SMS NOTIFICATION SERVICE

2.1 Article 1: The purpose of the service

Upon subscription, AccèsBanque Madagascar provides clients holding the following accounts: current account, savings account, term-deposit account, a banking service through mobile phone called "SMS notification".

The service consists in sending the client information related to his personal banking transactions through SMS.

2.2 Article 2: The service Operation

The "SMS Notification" service is available only upon a subscription at an AccèsBanque branch by the account holder or co-holder.

Several accounts can be subscribed to the "SMS Notification" service on a single mobile phone number.

2.3 Article 3: Information communicated through "SMS notification"

The information sent through "SMS Notification" for below banking accounts is as follows:

- Savings account and current account: each debit and credit transaction on the account along with the balance (1 SMS for each transaction) within the limit of credit and debit transactions eligible for the service. They include: 1) incoming and outgoing domestic transfers, 2) check deposits and withdrawals, 3) cash withdrawals and deposits within the branch, 4) incoming and outgoing international transfers and 5) withdrawals executed at the AccèsCash point level.
- Borrowers: a reminder 2 days before the instalment day although it is already available in the account (1 SMS per month);

- Term Deposit: Reminder of the closing date of the term-deposit account (1 SMS at the end of the term).
- Debit transactions at AccèsCash point service for all users of AccèsCash service and the related SMS notification service.

The above-listed information is received according to the option chosen by the Subscriber. The scope of the service and pricing is subject to change.

2.4 Article 4: Confidentiality

AccèsBanque Madagascar has taken measures for itself to protect the confidentiality of information access and communication in the context of SMS Notification. The mobile phone being under the exclusive responsibility of the Subscriber, the bank shall not be liable for loss, theft or lending of the latter's phone allowing for access to information.

2.5 Article 5: Pricing of the service

Applicable fees for SMS notification are regulated by the applicable pricing.

The applicable pricing and subscription form for "SMS notification" are available in all the branches of AccèsBanque Madagascar.

Moreover, any changes related to the bank's pricing shall be displayed at all AccèsBanque branches, and visible online and on the bank's Facebook page and the Subscriber declares accepting once the client remains subscribed to the service.

2.6 Article 6: Contract duration and subscription termination

For current and savings account holders, the subscription can be terminated at any time by the Subscriber by filling out a termination form within an AccèsBanque Madagascar's branch.

For term-deposit clients, the subscription to the SMS Notification service is automatically closed at the term of the DAT.

For borrowers, the subscription to the reminder through the SMS notification service automatically ends at the end of the loan term.

For AccèsCash client, the non-use of the AccèsCash service leads to the end of SMS sending related to the service.

In case of non-collection of fees corresponding to the applicable pricing, the subscription is automatically terminated. The agreement is also terminated in case of account closing.

The bank reserves the right to stop providing "SMS Notification" at any time and to end the contract with a simple letter without having the obligation to mention the reason.

2.7 Article 7: Loss, changes in the client's contact information

The Subscriber is required to inform the bank immediately and by all means of any event preventing him from having access to his messages, namely, in case of change of phone number, loss or theft of his phone, or the termination of his phone subscription.

The Subscriber is committed to immediately inform the bank of any change that would occur during the agreement's term; they include herein registered personal, professional and property information about him, namely any change of residence, phone number, email address. The bank shall not be liable for its use of outdated information due to a failure to perform such obligation.

2.8 Article 8: Record-keeping and Information Communication

Nominative information collected as part of this agreement is compulsory for the service processing. The information as well as the one collected in the future is destined for AccèsBanque Madagascar which by express agreement is authorized to keep digital record them, use them and communicate them for the same purposes to legal entities of its group, even to third parties or subcontractors empowered and authorized for management requirements and further services.

The access and rectification rights can be performed at any AccèsBanque branches. Any measures are taken to ensure the confidentiality of transferred information.

2.9 Article 9: Responsibilities

The bank ensures best-effort obligation on information transmission. It is liable for the transportation of information.

The bank shall not be liable for the non-reception of a message due to a saturation of phone data of the Subscriber or an unavailability of the phone service.

The bank is uninvolved with any dispute likely to occur between the Subscriber and phone Operator.

The consultation and diffusion of information via "SMS Notification", are exclusively under the responsibility of the Subscriber. The same is valid if a third party by all means, intercepts and decodes radioelectric signals between the telephone operator and the Subscriber.

The bank is not liable for the non-execution of its obligations in case of force majeure, namely in case of service interruption related to data transfer to the

Subscriber's mobile phone or to an SMS transfer service cut-off. Besides, if the responsibility of the bank is engaged, the latter shall be limited to fees received for the concerned service according to the applicable pricing. Thus, if the fee is received by monthly subscription, the bank is engaged up to the monthly subscription amount. If the fee is per unit transfer, the bank is engaged up to the amount of fee related to the concerned SMS unit.

2.10 Article 10: Modification of the agreement

In the view namely of possible extensions and ameliorations of the service, the bank reserves the right to unilaterally and at any time modify the present terms and conditions and the applicable pricing.

The modification of terms and conditions and/or applicable pricing will be informed to the subscriber through official boards in all branches of AccèsBanque Madagascar, and/or uploaded to the bank's website prior to their application.

Henceforth, in case of disagreement the Subscriber has the possibility to terminate the present agreement by filling out a termination form within any branch of AccèsBanque Madagascar.

In the absence of a termination, and if he keeps using the service after expiry, the Subscriber is deemed having accepted the modifications.

3. "FLASH" Loan product (IN PARTNERSHIP WITH ORANGE MONEY)

3.1 Article 1. Purposes

These Terms and Conditions define general conditions of each loan granted by AccèsBanque Madagascar through the Orange Money platform.

They come into effect as of the date of its publication and as long as the client is subscribed. Any changes will be made available to the Clients at any AccèsBanque Madagascar branches, on AccèsBanque Madagascar's Facebook page and website www.accesbanque.mg. It shall be applicable to all subscriptions earlier to its publication.

The Client accepts having read and approved the terms herein through the validation of his secret code while confirming the loan application. Pursuant to the article 123 of the Law n°66-003 dated July 02nd 1966 on the General Theories on Obligations, modified and completed by the Law 2015-036 dated December 08th 2015, such validation constitutes an unreserved consent of the Client as were a physical signature and the Terms and Conditions shall be imposed to the Client as were the law or any written act.

It is stated that the Client always has the right to renounce or abstain from the subscription or the application if he does not agree to any of the provisions herein.

3.2 Article 2. Financial conditions

3.2.1 Modality

At any time, the Client is allowed to apply for a loan between the minimum and maximum amounts stipulated in AccèsBanque Madagascar's Pricing through the dedicated menu in the Orange-Money platform of his telephone. The loan shall be disbursed to the Client's Orange-Money account after deduction of the fees mentioned in below article.

It is stated that loan granting is not systematic; and the bank reserves the right to refuse an application without any obligation to justify its decision. Any rejection shall be notified to the Client through the dedicated menu of his telephone.

3.2.2 Pricing

The loan is granted with an administrative fee as stipulated in the Pricing of AccèsBanque Madagascar, calculated on the basis of the granted amount and paid at the final installment.

The Client shall bear all the costs, fees, charges, obligations and taxes related to his loan contract. They include namely potential fees collected by Orange Money on the loan-service-related transactions.

All fees and charges paid by the Client during the loan contract term are as of right acquired to the bank and shall not be reimbursed in any case.

As an integral part of the present terms and conditions, the bank reserves the right to modify the applicable pricing without prior notification to the Client or in case of significant modification in the regulatory or legal provisions.

3.2.3 Repayment

Each granted loan is due within a period of 30 (thirty) calendar days from the disbursement date.

The repayment shall be effected from the Client's Orange-Money account balance through the repayment functionality in the dedicated menu of his telephone. It is stated that repayments made after 7p.m shall be registered the next day, and those made on weekends and days-off shall be registered on the first working day after the repayment date.

In the absence of repayments within the given deadline, penalties as set in the applicable pricing and calculated on the basis of the number of days of delay shall be applied and included in the Client's outstanding debt. Any delay exceeding 30 (thirty) days

shall result in an immediate and as-of-right repayment of loan amount in principal, interests, fees and penalties. Moreover, the Bank reserves the right to open legal proceedings for repayment purpose if necessary.

To secure the loan, in principal, interests, charges and accessories, all amounts registered in the Client's Orange-Money account and all accounts registered on his name on the books of AccèsBanque Madagascar shall serve as securities to the bank with respect to the repayment. In that sense, AccèsBanque Madagascar reserves the right to automatically debit all these account balances until complete repayment of the debt without prejudice to the charging the above penalties. In this respect, the Bank is entitled to block any transactions on these accounts as long as the Client is in debit position.

The Client recognizes and agrees to bear all fees, duties and expenses related to this act or to its future and consequence.

The Client accepts that he is not allowed to make a new loan application as long as he has outstanding debts toward AccèsBanque Madagascar and is committed to take all necessary measures for the complete repayment of his debts.

At the end of each quarter, the excess of money from loan repayments by the clients who have not renewed their subscriptions within 2 months, shall be transferred to their principal accounts.

3.2.4 Early repayment

It is stated that the Client is allowed to make loan repayment including principal, interests and fees at any time before the due date through the dedicated menu of his telephone.

Nevertheless, in case of early payment, the Client is allowed to make a new loan application only on the next day (D+1) after complete repayment.

3.3 Article 3. Rights and Obligations of the Client

3.3.1 Overview

The Client is committed to fulfil his obligations defined herein and to make the complete repayment of his debts.

The Client agrees that his Orange-Money account and all AccèsBanque accounts in his name shall serve to secure his loan. In this regard, he agrees the bank to proceed to necessary compensation to repay all its debts toward the Client.

Besides, the Client agrees that failure to comply with a single provision herein, namely the provision on the repayment deadline, the bank has unfettered freedom of action to recover the debt by all legal remedies.

The Client accepts that the access to the service might be temporarily interrupted by the Bank or Orange Money in case of maintenance. In such case, the provision related to the Bank's restriction of responsibilities is applied.

3.3.2 Secret code

The Client is accountable for the confidentiality of his secret code for avoidance of any usage by unauthorized third parties.

The Client is required to inform AccèsBanque Madagascar or Orange Money in case of unauthorized use, loss, theft, embezzlement or any other causes likely to impact the confidentiality of his secret code or his telephone device immediately after their occurrence or a suspicious unauthorized use. Any failure to fulfil the notice obligation shall result in the responsibility of the Client with regard to any loan application made through his account.

Any application approved through the secret-code input is regarded as a firm and irrevocable application. In no way and on any grounds, the Client cannot request for the cancellation of his application. He is bound to his obligations until complete and effective repayment of his debts.

3.3.3 Obligations of information

To complete the analysis of any loan application and to fulfil the bank's obligations related to client identification, the Client authorizes the Bank to collect any personal information and data from Orange Money. If necessary, the Client is committed to provide AccèsBanque Madagascar with additional documents and information upon request.

The Client is committed to inform the bank as expeditiously as possible of any changes in the information provided on subscription or during his subscription period. The notice might be made directly within any branches of AccèsBanque Madagascar or Orange Money.

3.4 Article 4. Rights and Obligations of AccèsBanque Madagascar

3.4.1 Communication – Risk Department

The Bank reserves the right to request the Client for additional information in the case information available within Orange Money is not appropriate at subscription.

Pursuant to the provisions of the Instruction n°004-DCR/09 dated October 01st 2009 on banking risk declaration, the Client expressly authorizes the Bank to communicate all information related to his identity and the situation of his case with regard to the Flash loan to the Risk Department of the Central Bank, and agrees that it is accessible to credit institutions for consultation.

3.4.2 Account operating incident

As Orange-Money account is likely to be affected by any procedures related account operating incidents such as garnishment, third-party holder notice, administrative opposition, requisition freezing, the handling of these incidents shall be processed in compliance with the applicable provisions. The responsibility of the bank cannot be engaged in case of damages suffered by the Client with regard to the handling of these incidents.

3.4.3 Money laundering

The law n° 2004-020 dated August 19th 2004 on money laundering obliges the bank as well as the Client to comply with it in the context of the performance of their respective transactions, namely the transaction details, their amounts as well as their exceptional characteristics. The bank has the obligation to collaborate with appropriate competent authorities. As a consequence, it has all the rights to investigate on any transactions it considers suspicious or might result in or originate from crime or misdemeanor. To facilitate the bank's roles, the Client is required to extend his collaboration.

3.4.4 Scope of responsibility

The responsibility of AccèsBanque Madagascar cannot be engaged for any damages suffered the Client as a result of a fault that is not attributable to the Bank, namely:

- In the event of a force majeure, which implies any unpredictable, irresistible, external and beyond the parties' control, including namely but not limited to power cut-off, alteration of media storage, riots or natural disaster, computer virus,
- In case of failure, dysfunction, loss of the Client's mobile phone, dysfunction within the telecommunication network, or the Orange-Money system or service or any of their eventual consequences,
- In case of interference, disruption or unavailability of the services or systems,
- In case of failure to understand the functionality of the service, or non-compliance with the terms and conditions, documents or information related to the use of the services or systems or provision of uncomplete, wrong, unreadable, inaccurate information by the Client,
- In case of garnishment procedure or any legal or regulatory restrictions.
- In case of fraudulent abusive, illegal or unauthorized use of the Client credentials or his mobile phone or his possession of a third-party software, for any reason whatsoever,
- In case of normal use of the service after the validation of secret code.
- In case of inadequate or incomplete instructions in application related to the service,

- In case of failure or negligence attributable the accredited vendors of Orange Money or the bank,
- In case of anticipated loss of profit or any loss or damages indirect or consecutive of any nature, related to or resulting from the use of the service though the bank is notified of the possibility of such loss or damages,
- In case of maintenance or update on the content or functionality of the service.

3.4.5 Article 5. Early collectability

The loan amount in principal, interests and fees shall become immediately and as of right due:

1. In case of significant deterioration in the Client's economic and financial situation, jeopardizing the repayment,
2. In case of death of the Client,
3. In case of false declarations made by the Client,
4. In case the Client is under the obligation of paying off any debts as a result of a definitive decision of the Court, constraining him to pay for non-repayment reason,
5. In case of serious reprehensible misconduct of the Client, namely when the client becomes guilty of any fraudulent act toward the Bank.
6. In case of default of payment exceeding 30 (thirty) days,
7. And in general, in case of non-execution of any of the obligations by the Client with regard to his loan, the strict execution of each of the conditions herein being regarded as essential, and decisive hereof,
8. In case of Orange-Money account closing for any reason whatsoever.

4 THE "ACCESCASH" SERVICE

4.1 Article 1. Purposes of the service

The continuity of the service of AccèsBanque Madagascar is ensured by "AccèsCash" agents who are third parties to AccèsBanque Madagascar and independent with regard to their various activities. However, these agents are duly accredited to act on behalf of AccèsBanque Madagascar with regard to the services offered through Accèscash.

The agents can be recognized by the "AccèsCash" sign on the place of their activities. These provisions define the terms and conditions of Accèscash service.

The "AccèsCash" service allows Client who has AccèsBanque account to deposit or withdraw from any Accèscash agents.

These terms and conditions come into effect from its issue date and along with the Client's subscription. Any modification shall be available for Clients and AccèsBanque Madagascar branches as well as on

AccèsBanque's website www.accesbanque.mg and Facebook page.

The client accepts having read and agreed on the terms and conditions by the validation his fingerprint registry, after having filled out the subscription form and being taken a photo at an AccèsBanque branch.

Pursuant to the article 123 of the Law n°66-003 dated July 02nd 1966 on the General Theories of Obligations, modified and completed by the Law n°2015-036 dated December 08th 2015, this validation constitutes an unreserved consent of the Client as were a physical signature and the terms and conditions shall be imposed to him as were the law or any written act.

It is stated that the Client can always renounce or abstain from subscription or upon request if he does not agree with any of the provisions herein.

4.2 Article 2. Terms and Conditions

AccèsBanque Madagascar reserves the right to cancel the link between the account and the fingerprint at its own discretion (namely in case of fraud suspicion).

Evidence of any transactions performed within AccèsCash agents is provided to the clients; such evidence is in the form of receipt issued by the AccèsCash's equipment and signed by the client or by SMS. In the event the equipment of the AccèsCash agent is unable to issue a receipt, the Bank is able to issue a manual receipt upon the client's request and signed by the latter.

AccèsBanque Madagascar is committed to provide all its agents with all the necessary equipment so that the client can securely deposit and withdraw. Nevertheless, in the case that the AccèsCash agents cannot perform the client requested transactions for any reason whatsoever, the latter is in the obligation to perform the said transactions within an AccèsBanque branch. On the understanding that this impossibility does not relieve the client from the obligation to satisfy his commitment toward the bank, namely the respect of his loan instalments.

4.3 Article 3. Financial Conditions

The Client is committed to comply with the pricing available at AccèsCash agents. Fees applicable to AccèsCash service are regulated by the applicable pricing.

The applicable pricing as well as the "AccèsCash" service subscription form are available at all the branches of AccèsBanque Madagascar, on the website www.accesbanque.mg and on AccèsBanque Madagascar's Facebook page.

4.4 Article 4. Information Conservation and Communication

Personal information collected in the context of this contract is mandatory for the service processing. The information as well as the one collected later is intended for AccèsBanque Madagascar, which is expressly agreed as authorized to keep them in computer memory, use them in compliance with the provisions herein in terms of processing of personal data.

4.5 Article 5. Modification of provisions

Considering namely the possible extensions and amelioration of the service, AccèsBanque Madagascar reserves the right to modify unilaterally at any time these present terms and conditions as well as the applicable pricing.

The modifications to the terms and conditions and/or to the applicable pricing shall be available to Client through official boards in all the branches of AccèsBanque Madagascar, and/or through webcast on the bank's website one month prior to their application.

Henceforth, the Client has the possibility to terminate the present agreement by filling out the termination form at any branch of AccèsBanque Madagascar, in case of disagreement.

In the absence of termination, and if the Client keeps using the service at its expiry date, the Client is regarded as having accepted the modifications.

5. MISCELLANEOUS PROVISIONS

5.1 Article 1: Special Obligations of the Bank

5.1.1. Professional secrecy

Without prejudice of the application of the article 4 related to Confidentiality provided for in the provision related to the SMS Notification Service as well as the article 4.1 related to the Communication – Risk Department provided for in the provision related to the "Flash" loan service, AccèsBanque Madagascar is bound by professional secrecy. Such secrecy implies all documents and information related to clients, coborrowers and their activities.

Such secrecy may be lifted on an express request by the client for the exclusive benefit of the persons he designates in writing. Moreover, in accordance with legal requirements, namely at the request of the supervisory authorities (the Central Bank of Madagascar and the Supervisory Banking and Finance Commission_ CSBF), of the tax or customs administration and the judicial authority, the Bank is

required to provide the requested documents and/or information.

Such secrecy may also be lifted in the event that the conditions provided for in the article 1.3.2 related to the FATCA (Foreign Account Tax Compliance Act) law are fulfilled.

The client agrees and authorizes the Bank hereby to communicate all information and documents related to him and his activities to the Risk Department of the Central Bank of Madagascar being aware that such information is accessible by the other credit institutions.

Finally, the Client accepts and authorizes the Bank to receive and share all his financial data with any financial institutions, the Credit Information Bureau, the Public Credit Registry or any other persons, institutions or companies that the Bank has financial relationships with.

5.1.2 Personal Data Processing

Pursuant to the law n°2014-038 dated January 09th 2015 related to the protection of personal data and in the context of client data processing, the Bank is committed to take all precautionary measures with regard to the nature of the data and the incurred risks in order to preserve the security of the data. The Bank shall secure the processing and protect the data against accidental or illegal destruction, loss, alteration, and unauthorized disclosure or access namely.

Besides, the Client accepts and authorizes the Bank to communicate his information to legal entities of its group, its management company, subcontractors, partners for management or commercial prospection purposes, bearing in mind that such communication might, when necessary, imply a data transfer outside the Malagasy territory with due regard to the Bank's obligations related to the security of these data.

In the context of their data processing, all the Bank's clients are entitled to:

- freely refuse at any time the processing of their data. The clients shall have to provide legitimate justification of their decision unless the data are used for prospection purpose. It is clearly stated that the right of opposition is not applicable when the processing is to abide by a legal obligation or if the application of these provisions has been waived by an express provision of the act authorizing the processing namely if the Client has given his prior consent.
- access to their data subject to justification of their identities. Besides, the Bank is entitled to refuse obviously abusive requests namely in terms of number, their repetitive and systematic aspect.

- rectify, complete, update, block or delete their inaccurate, uncomplete, ambiguous and out-of-date data of which the collection, use, communication or conservation is forbidden.

Besides, the Client can exercise his right through formal request to the Bank's branches.

5.2 Article 2: Final provisions

The validity, the interpretation and the execution of these terms and conditions are governed by Malagasy law. The French version constituting the sole authentic text in the case of contradiction with the English version.

For the execution of this document and its consequences, AccèsBanque Madagascar shall choose as domicile its head office at Lot IBG 21 Ter, Immeuble Bir Hackeim Antsahavola, Antananarivo and the Client in his residence mentioned when opening the account or when subscribing.

Hereby, the account holder acknowledges having received an original of the contract. By signing this contract, s/he accepts having read, understood and accepted the terms and conditions herein. The signature serves as an official evidence of any future business relationships with AccèsBanque Madagascar.

The parties shall use their best efforts to settle amicably any disputes arising from the execution and interpretation of these terms and conditions. Any dispute between the parties, which cannot be settled amicably within thirty (30) days after the reception by a party shall be referred to the jurisdiction of the Commercial Court of Antananarivo.