Bank Audi

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BANK MEDIATION CHARTER

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Mediation Charter

Bank Audi France (hereinafter « BAF ») has introduced a bank mediation procedure in compliance with Articles L. 316-1 of the French Monetary and Financial Code to promote amicable settlements of disputes and improve all relations.

A copy of BAF's Bank Mediation Charter will be given to any « Claiment » who requests it. It can be viewed at any time on BAF's website.

There is no charge to the Claiment for mediation.

Article 1 – Purpose of mediation

The purpose of mediation is to give BAF claiment an additional avenue for reaching an amicable settlement, using an independent expert for any unresolved dispute after the in-house complaints procedures of the bank have been fully exhausted.

Article 2 – Choice of mediator

BAF has designated an external mediator with the independence and skills needed to ensure that disputes are handled impartially.

BAF has chosen the Fédération Bancaire Française [French Banking Federation] mediator. The mediator's term of office is two years, renewable.

Article 3 – Scope of the mediator

The mediator has the power to handle disputes relating to the banking and financial products and services distributed by BAF to its claiments.

<u>Excluded from the scope of mediation are:</u>

- Disputed arising from the performance of products as a result of financial market fluctuations;
- Disputes involving application of insurance laws ;
- Disputes relating to non-banking and non-financial services (such as personal services);
- Disputes connected with BAF's marketing policy: decisions on whether or not to distribute a banking product or service – freedom to enter into or terminate contractual relationships – freedom to set prices.

However, regardless of the banking product or service concerned, the mediator is competent whenever BAF's liability may be engaged either in its capacity as intermediary, for non compliance with banking regulations, or for failure to provide adequate advice or information.

A claiment subject to an over indebtedness procedure may refer a dispute to the mediator, except for matters relating to measures ordered by the judge or the over indebtedness commission.
The mediator cannot be seized if judicial proceedings have already been initiated to resolve the dispute between the claiment and BAF.

Article 4 – Mediator's function

The function of the « Mediator » is to issue objective and impartial opinions on disputes which are submitted to him/her. The mediator can pronounce or rule on a *dejure* (law) and/or Equity (fairness) basis in giving opinions and recommendations, together with the reasons for them, to help reach an amicable agreement between the parties, wherever possible. The parties, however, shall remain free to decide on whether to put this agreement in effect or not.
If the mediator considers that the dispute does not fall within the powers of the mediator or cannot be settled by the mediation process, the mediator can advise the Claiment of any process or solutions that may be more appropriate.

Article 5 – Mediation procedure

The mediation procedure shall be undertaken after all other internal appeal procedures with the Legal Department responsible for handling disputes have been exhausted, or in the event of a lack of a reply within a deadline of two months. If a submission is made by a third party appointed as a mandated agent, after the agent's authority to act has been checked, the opinion issued will be sent directly to the claiment concerned.

The submission / application to the mediator can be made by mail, to the following address:

Monsieur le Médiateur
Fédération Bancaire Française
Course Spéciale 151
75422 PARIS CEDEX 09

or on website www.lemediateur.fbf.fr

Upon reception of the request, the mediator shall devote the necessary time to the mediation procedure to ensure that it is accomplished promptly, and shall employ all resources that could help the mediation reach a successful conclusion. With this aim in view, the claiment shall provide in the application all the necessary details and items of information.

For its part, BAF undertakes to provide all the documents that the mediator considers necessary for the purpose of the mediation, and to provide all the logistical resources necessary for the mediation to work properly as well as all sources of information that it holds internally.

Each party must cooperate with the mediator in good faith. It shall suspend the prescription period for the court proceedings for the entire length of the mediation procedure as stipulated in article 6 of this Charter. A submission to the mediator entails acceptance of this Mediation Charter by the claiment.

Article 6 – Length of the mediation process

The mediation procedure shall take place within the legal time-limit of two months as of the date of receipt of the submission letter by the mediation service (on receipt of a complete file).

Article 7 – Closure of the mediation procedure

The mediation procedure shall finish when the mediator responsible for the case issues his/her opinions and recommendations in writing to both parties. If the parties decide to follow the recommendation expressed by the mediator, they shall draw up and sign an amicable settlement agreement between themselves so as to bring the dispute to a close. This agreement shall then constitute a formal settlement or compromise, in accordance with the meaning of Article 2044 of the Civil Code. It cannot be disclosed, except for the requirements of its fulfilment. Similarly, the findings and the statements received by the mediator can neither be produced nor referred to for the rest of the proceedings, without the agreement of the parties.

In the event that BAF should not wish to follow the mediator's recommendation, it shall explain this by letter, giving the grounds for its wishes to the mediator.

Failing agreement between the parties, they shall remain free to bring the dispute before the relevant courts, and can produce the recommendation issued by the mediator before these courts.

Article 8 – Exclusion of liability

Whether in connection with the processing of submissions / dossiers or the opinions issued, the mediator cannot be held personally liable, the parties having accepted to provide to the mediator all information and means useful to the fulfilment of his mission.

Article 9 – Confidentiality of the mediation process – Bank Secrecy

The mediation process requires that the information submitted by the claiment should be communicated to BAF. For its part, BAF must provide the mediator with all the documents and relevant information that may be useful in helping the mediator to accomplish his / her mission. With this aim in view, the claiment shall release BAF from its duty of secrecy concerning the mediator throughout the mediation procedure.
The parties, as well as the mediator, shall undertake not to disclose the recommendations issued or any of the opinions, suggestions, findings, submissions or information produced by either party during the mediation procedure, unless otherwise agreed, or unless requested in writing by the relevant authorities or courts.

Any individual concerned has the right to access, rectify, erase, and port their personal data, as well as the right to restrict processing. Any individual may also object, at any time and for reasons relating to their particular situation, to the processing of their personal data.
These rights may be exercised by contacting the Data Protection Officer ("DPO"):
- directly at the Bank
- or by post at: Bank Audi France Data Protection Officer (DPO) 73 Avenue des Champs Élysées 75008 Paris
- or by email: BAF-dpo@bankaudi.fr

The claimant has the right to lodge a complaint with the French Data Protection Authority (“CNIL”), the supervisory authority responsible for ensuring compliance with personal data obligations, at:

Commission Nationale de l’Informatique et des Libertés (CNIL)
3 Place de Fontenoy 75007 Paris

The claimant declares having been informed of the purposes of the processing carried out by the Bank in the context of mediation.