

# GENERAL TERMS AND CONDITIONS OF USE

## OF THE BNP PARIBAS' SANDBOX

The purpose of these general terms and conditions of use is to define the terms for using the BNP Paribas' Sandbox provided to the User as part of performing the mission entrusted to it by BNP Paribas.

### 1. DEFINITIONS

The terms starting with a capital letter herein shall have the meaning given below:

**"Anonymisation"**: means the process of having removed all data covered by banking secrecy and all personal data from the BNP Paribas' data.

**"Data"**: means all of the BNP Paribas' data gathered, generated, manipulated or modified during the mission entrusted to the User, including - but not limited to - all documents, information and software, on any material whatsoever.

**"Mission"**: means all the technical and functional tests performed by the User while performing the mission entrusted to it by BNP Paribas.

**"Sandbox"**: means the dedicated secure BNP Paribas' development environment - a service provided by TESOBE Ltd. as part of the Open Bank Project API - which enables testing the Data gathered, generated, manipulated or modified during the mission entrusted to the User, in order to reduce the potential risks associated with performing that mission.

**"User(s)"**: means anyone with an authorisation granted by BNP Paribas and allowing it to use the Sandbox when performing its mission.

### 2. PROVISION OF THE SANDBOX

It is expressly agreed between the Parties that the performance of the mission entrusted to the User will be carried out within the Sandbox provided free of charge by BNP Paribas.

In this context, BNP Paribas provides the Sandbox to the User, for the term agreed between the Parties, and undertakes to allow the User to use it under the best conditions, in particular by providing the necessary access and by providing reasonable assistance to the User, as necessary, on the understanding that the use of the Sandbox will be subject to monitoring by BNP Paribas for security purposes.

### 3. USER'S OBLIGATIONS

As part of performing its mission, the User undertakes:

- not to use the Sandbox for a different purpose than its mission;
- not to copy and/or reproduce the software, Data, documents and/or information from the

Sandbox for its personal use and/or for different purposes than its mission. The same applies to the extraction, exporting of sets or subsets of individual or aggregated Data and/or source codes;

- to comply, on first request, with any instructions from BNP Paribas' staff;
- to always secure its access to the Sandbox.

#### **4. INTELLECTUAL PROPERTY**

In the event that - for the purpose of fulfilling its mission - the User has to use software, firmware/software package, applications or any other element of any kind whatsoever which interacts with the Sandbox, the User guarantees BNP Paribas that it has the right to use such elements.

#### **5. LIABILITY**

The User acknowledges that BNP Paribas allows its access to the Sandbox "as is", granting it the necessary access for use in accordance with the scope of its mission, it being understood that it is the User's responsibility to secure its access.

In any event, BNP Paribas shall not be held responsible for any type of malfunction of the Sandbox or any possible loss of dataset by the User.

#### **6. CONFIDENTIALITY**

As part of using the Sandbox, the User, having direct access to the BNP Paribas' Data, undertakes to respect banking secrecy, subject to criminal sanction under Articles L. 511-33 *et seq.* of the French Monetary and Financial Code.

The User undertakes to keep strictly confidential any Data, documents and/or information to which it may have been acquainted in the context of using the Sandbox for performing its mission.

Furthermore, the User recognises that any information contained in the Sandbox must be used exclusively for professional purposes.

#### **7. CONSEQUENCES OF TERMINATION OF THE MISSION**

At the termination of its mission, the User undertakes to return to BNP Paribas, immediately and on first request, the access codes, any devices and/or other equipment, supplies, information and/or documents that BNP Paribas may have provided to the User to allow its access to the Sandbox.

Moreover, at the termination of its mission, the User undertakes to delete all items relating to its mission - on any material whatsoever - that may be in its possession.