

# Harmonised Transparency Template

**France**

**Arkéa Public Sector SCF**

**Reporting Date: 31/03/2016**

**Cut-off Date: 31/03/2016**



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## A. Harmonised Transparency Template - General Information



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Field Number	1. Basic Facts				
G.1.1.1	Country	France			
G.1.1.2	Issuer Name	Arkéa Public Sector SCF			
G.1.1.3	Link to Issuer's Website	<a href="http://www.arkea.com/banque/assurance/credit/mutuel/ecb_5040/fr/public-sector-scf">http://www.arkea.com/banque/assurance/credit/mutuel/ecb_5040/fr/public-sector-scf</a>			
G.1.1.4	Cut-off date	31/03/2016			
	2. Regulatory Summary				
G.2.1.1	UCITS Compliance (Y/N)	Y			
G.2.1.2	CRR Compliance (Y/N)	Y			
G.2.1.3	LCR status	<a href="https://coveredbondlabel.com/issuer/81/pool/89">https://coveredbondlabel.com/issuer/81/pool/89</a>			
	3. General Cover Pool / Covered Bond Information				
	1. General Information	Nominal (mn)			
G.3.1.1	Cover Pool Size	1 477			
G.3.1.2	Outstanding Covered Bonds	947			
	2. Over-collateralisation (OC)	Legal	Actual	Minimum Committed	Purpose
G.3.2.1	OC (%)	56%	56%	41%	Minimum OC imposed by the rating agencies for a Aaa rating programme
	3. Cover Pool Composition	Nominal (mn)		% Cover Pool	
G.3.3.1	Mortgages	0		0,00%	
G.3.3.2	Public Sector	1 477		100,00%	
G.3.3.3	Shipping	0		0,00%	
G.3.3.4	Substitute Assets	0		0,00%	
G.3.3.5	Other	1 477		100%	
	4. Cover Pool Amortisation Profile	Contractual (mn)	Expected Upon Prepayments (mn)	% Total Contractual	% Total Expected Upon Prepayments
G.3.4.1	Weighted Average life (in years)	9,4	7,3		
	By buckets:				
G.3.4.2	0 - 1 Y	101	147	6,83%	9,97%
G.3.4.3	1 - 2 Y	99	137	6,68%	9,27%
G.3.4.4	2 - 3 Y	106	136	7,20%	9,22%
G.3.4.5	3 - 4 Y	96	120	6,52%	8,10%
G.3.4.6	4 - 5 Y	91	109	6,19%	7,37%
G.3.4.7	5 - 10 Y	435	440	29,44%	29,78%
G.3.4.8	10+ Y	548	388	37,14%	26,29%
G.3.4.9	Total	1 477	1 477	100%	100%
	5. Maturity of Covered Bonds	Initial Maturity (mn)	Extended Maturity (mn)	% Total Initial Maturity	% Total Extended Maturity
G.3.5.1	Weighted Average life (in years)	7,0	7,1		
	By buckets:				
G.3.5.2	0 - 1 Y	0	0	0,00%	0,00%
G.3.5.3	1 - 2 Y	0	0	0,00%	0,00%
G.3.5.4	2 - 3 Y	0	0	0,00%	0,00%
G.3.5.5	3 - 4 Y	0	0	0,00%	0,00%
G.3.5.6	4 - 5 Y	0	0	0,00%	0,00%
G.3.5.7	5 - 10 Y	750	750	79,20%	79,20%
G.3.5.8	10+ Y	197	197	20,80%	20,80%
G.3.5.9	Total	947	947	100%	100%
G.3.5.10					

6. Covered Assets - Currency		Nominal [before hedging] (mn)	Nominal [after hedging] (mn)	% Total [before]	% Total [after]
G.3.6.1	EUR	1 477	1 477	100,00%	100,00%
G.3.6.2	USD	0	0	0,00%	0,00%
G.3.6.3	GBP	0	0	0,00%	0,00%
G.3.6.4	NOK	0	0	0,00%	0,00%
G.3.6.5	CHF	0	0	0,00%	0,00%
G.3.6.6	AUD	0	0	0,00%	0,00%
G.3.6.7	CAD	0	0	0,00%	0,00%
G.3.6.8	BRL	0	0	0,00%	0,00%
G.3.6.9	CZK	0	0	0,00%	0,00%
G.3.6.10	DKK	0	0	0,00%	0,00%
G.3.6.11	HKD	0	0	0,00%	0,00%
G.3.6.12	KRW	0	0	0,00%	0,00%
G.3.6.13	SEK	0	0	0,00%	0,00%
G.3.6.14	SGD	0	0	0,00%	0,00%
G.3.6.15	Other	0	0	0,00%	0,00%
G.3.6.16	Total	1 477	1 477	100%	100%
7. Covered Bonds - Currency		Nominal [before hedging] (mn)	Nominal [after hedging] (mn)	% Total [before]	% Total [after]
G.3.7.1	EUR	947	947	100,00%	100,00%
G.3.7.2	USD	0	0	0,00%	0,00%
G.3.7.3	GBP	0	0	0,00%	0,00%
G.3.7.4	NOK	0	0	0,00%	0,00%
G.3.7.5	CHF	0	0	0,00%	0,00%
G.3.7.6	AUD	0	0	0,00%	0,00%
G.3.7.7	CAD	0	0	0,00%	0,00%
G.3.7.8	BRL	0	0	0,00%	0,00%
G.3.7.9	CZK	0	0	0,00%	0,00%
G.3.7.10	DKK	0	0	0,00%	0,00%
G.3.7.11	HKD	0	0	0,00%	0,00%
G.3.7.12	KRW	0	0	0,00%	0,00%
G.3.7.13	SEK	0	0	0,00%	0,00%
G.3.7.14	SGD	0	0	0,00%	0,00%
G.3.7.15	Other	0	0	0,00%	0,00%
G.3.7.16	Total	947	947	100%	100%
8. Covered Bonds - Breakdown by interest rate		Nominal (mn)		% Covered Bonds	
G.3.8.1	Fixed coupon	947		100%	
G.3.8.2	Floating coupon	0		0%	
G.3.8.3	Other	0		0%	
G.3.8.4	Total	947		100%	
9. Substitute Assets - Type		Nominal (mn)		% Substitute Assets	
G.3.9.1	Cash	0			
G.3.9.2	Exposures to/guaranteed by governments or quasi governments	0			
G.3.9.3	Exposures to central banks	0			
G.3.9.4	Exposures to credit institutions	0			
G.3.9.5	Other	0			
G.3.9.6	Total	0		0%	
10. Substitute Assets - Country		Nominal (mn)		% Substitute Assets	
G.3.10.1	Domestic (Country of Issuer)	0			
G.3.10.2	Eurozone	0			
G.3.10.3	Rest of European Union (EU)	0			
G.3.10.4	European Economic Area (not member of EU)	0			
G.3.10.5	Switzerland	0			
G.3.10.6	Australia	0			
G.3.10.7	Brazil	0			
G.3.10.8	Canada	0			
G.3.10.9	Japan	0			
G.3.10.10	Korea	0			
G.3.10.11	New Zealand	0			
G.3.10.12	Singapore	0			
G.3.10.13	US	0			
G.3.10.14	Other	0			
G.3.10.15	Total EU	0			
G.3.10.16	Total	0		0%	

11. Liquid Assets		Nominal (mn)	% Cover Pool	% Covered Bonds
G.3.11.1	Substitute and other marketable assets	0		
G.3.11.2	Central bank eligible assets	0		
G.3.11.3	Other	0		
G.3.11.4	Total	0	0%	0%
12. Bond List		https://coveredbondlabel.com/issuer/81/pool/89		
G.3.12.1	Bond list	/		
13. Derivatives & Swaps				
G.3.13.1	Derivatives in the cover pool [notional] (mn)	0		
G.3.13.2	Type of interest rate swaps (intra-group, external or both)	0		
G.3.13.3	Type of currency rate swaps (intra-group, external or both)	0		
4. References to Capital Requirements Regulation (CRR)		Row	Row	
129(7)				
The issuer believes that, at the time of its issuance and based on transparency data made publicly available by the issuer, these covered bonds would satisfy the eligibility criteria for Article 129(7) of the Capital Requirements Regulation (EU) 648/2012. It should be noted, however, that whether or not exposures in the form of covered bonds are eligible to preferential treatment under Regulation (EU) 648/2012 is ultimately a matter to be determined by a relevant investor institution and its relevant supervisory authority and the issuer does not accept any responsibility in this regard.				
G.4.1.1	(i) Value of the cover pool outstanding covered bonds:	<a href="#">38</a>		
G.4.1.2	(i) Value of covered bonds:	<a href="#">39</a>		
G.4.1.3	(ii) Geographical distribution:	<a href="#">43 for Mortgage Assets</a>	<a href="#">48 for Public Sector Assets</a>	
G.4.1.4	(ii) Type of cover assets:	<a href="#">52</a>		
G.4.1.5	(ii) Loan size:	<a href="#">167 for Residential Mortgage Assets</a>	<a href="#">267 for Commercial Mortgage Assets</a>	<a href="#">18 for Public Sector Assets</a>
G.4.1.6	(iii) Interest rate risk - covered pool:	<a href="#">130 for Mortgage Assets</a>	<a href="#">228</a>	<a href="#">129 for Public Sector Assets</a>
G.4.1.7	(ii) Currency risk - covered pool:	<a href="#">109</a>		
G.4.1.8	(ii) Interest rate risk - covered bond:	<a href="#">161</a>		
G.4.1.9	(ii) Currency risk - covered bond:	<a href="#">135</a>		
G.4.1.10	(Please refer to "Tab D. HTT Harmonised Glossary" for hedging strategy)	<a href="#">17 for Harmonised Glossary</a>		
G.4.1.11	(iii) Maturity structure of cover assets:	<a href="#">65</a>		
G.4.1.12	(iii) Maturity structure of covered bonds:	<a href="#">87</a>		
G.4.1.13	(iv) Percentage of loans more than ninety days past due:	<a href="#">160 for Mortgage Assets</a>	<a href="#">166 for Public Sector Assets</a>	
5. References to Capital Requirements Regulation (CRR)				
129(1)				
G.5.1.1	Exposure to credit institute credit quality step 1 & 2	<a href="#">171</a>		
6. Other relevant information				

## B2. Harmonised Transparency Template - Public Sector Assets

Reporting in Domestic Currency

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## CONTENT OF TAB C

[8. Public Sector Assets](#)

Field Number	8. Public Sector Assets				
1. General Information					
PS.8.1.1	Number of public sector exposures	1 333			
2. Size Information		Nominal	Number of Exposures	% Public Sector Assets	% No. of Exposures
PS.8.2.1	Average exposure size (000s)	1 670			
	By buckets (mn):				
PS.8.2.2	0-0.5	139	1000	9,39%	75,02%
PS.8.2.3	0.5-1	88	126	5,98%	9,45%
PS.8.2.4	1-5	314	135	21,25%	10,13%
PS.8.2.5	5-10	248	33	16,81%	2,48%
PS.8.2.6	10-50	688	39	46,58%	2,93%
PS.8.2.7	50-100	0	0	0,00%	0,00%
PS.8.2.8	>100	0	0	0,00%	0,00%
PS.8.2.9					
PS.8.2.10					
PS.8.2.11					
PS.8.2.12					
PS.8.2.13					
PS.8.2.14					
PS.8.2.15					
PS.8.2.16					
PS.8.2.17	Total	1 477	1333	100%	100%
3. Breakdown by Asset Type		Nominal (mn)		% Public Sector Assets	
PS.8.3.1	Loans	1 477		100,00%	
PS.8.3.2	Bonds	0		0,00%	
PS.8.3.3	Other	0		0,00%	
PS.8.3.4	Total	1 477		100,00%	

4. Breakdown by Geography		% Public Sector Assets
PS.8.4.1	<u>European Union</u>	<u>100%</u>
PS.8.4.2	Austria	0%
PS.8.4.3	Belgium	0%
PS.8.4.4	Bulgaria	0%
PS.8.4.5	Croatia	0%
PS.8.4.6	Cyprus	0%
PS.8.4.7	Czech Republic	0%
PS.8.4.8	Denmark	0%
PS.8.4.9	Estonia	0%
PS.8.4.10	Finland	0%
PS.8.4.11	France	100%
PS.8.4.12	Germany	0%
PS.8.4.13	Greece	0%
PS.8.4.14	Netherlands	0%
PS.8.4.15	Hungary	0%
PS.8.4.16	Ireland	0%
PS.8.4.17	Italy	0%
PS.8.4.18	Latvia	0%
PS.8.4.19	Lithuania	0%
PS.8.4.20	Luxembourg	0%
PS.8.4.21	Malta	0%
PS.8.4.22	Poland	0%
PS.8.4.23	Portugal	0%
PS.8.4.24	Romania	0%
PS.8.4.25	Slovakia	0%
PS.8.4.26	Slovenia	0%
PS.8.4.27	Spain	0%
PS.8.4.28	Sweden	0%
PS.8.4.29	United Kingdom	0%
PS.8.4.30	<u>European Economic Area (not member of EU)</u>	<u>0%</u>
PS.8.4.31	Iceland	0%
PS.8.4.32	Liechtenstein	0%
PS.8.4.33	Norway	0%
PS.8.4.34	<u>Other</u>	0%
PS.8.4.35	Switzerland	0%
PS.8.4.36	Australia	0%
PS.8.4.37	Brazil	0%
PS.8.4.38	Canada	0%
PS.8.4.39	Japan	0%
PS.8.4.40	Korea	0%
PS.8.4.41	New Zealand	0%
PS.8.4.42	Singapore	0%
PS.8.4.43	US	0%
PS.8.4.44	Other	0%

5. Breakdown by domestic regions		% Public Sector Assets	
PS.8.5.1	Alsace - Champagne-Ardenne - Lorraine	2,53%	
PS.8.5.2	Aquitaine - Limousin - Poitou-Charentes	10,43%	
PS.8.5.3	Auvergne - Rhône-Alpes	9,08%	
PS.8.5.4	Bourgogne - Franche-Comté	2,92%	
PS.8.5.5	Bretagne	23,11%	
PS.8.5.6	Centre - Val de Loire	0,00%	
PS.8.5.7	Corse	0,10%	
PS.8.5.8	Ile-de-France	19,88%	
PS.8.5.9	Languedoc-Roussillon - Midi-Pyrénées	4,46%	
PS.8.5.10	Nord-Pas-de-Calais - Picardie	8,15%	
PS.8.5.11	Normandie	6,71%	
PS.8.5.12	Pays de la Loire	5,92%	
PS.8.5.13	Provence-Alpes-Côte d'Azur	6,70%	
PS.8.5.14	Départements d'Outre-Mer	0,00%	
PS.8.5.15	Territoires d'Outre-Mer	0,00%	
PS.8.5.16			
PS.8.5.17			
PS.8.5.18			
PS.8.5.19			
PS.8.5.20			
PS.8.5.21			
PS.8.5.22			
PS.8.5.23			
PS.8.5.24			
PS.8.5.25			
6. Breakdown by Interest Rate		% Public Sector Assets	
PS.8.6.1	Fixed rate	30,85%	
PS.8.6.2	Floating rate	69,15%	
PS.8.6.3	Other	0,00%	
7. Breakdown by Repayment Type		% Public Sector Assets	
PS.8.7.1	Bullet / interest only	0	
PS.8.7.2	Amortising	100%	
PS.8.7.3	Other	0	
8. Breakdown by Type of Debtor		Nominal (mn)	% Public Sector Assets
PS.8.8.1	Sovereigns	0	0,00%
PS.8.8.2	Regional/federal authorities	586	39,71%
PS.8.8.3	Local/municipal authorities	641	43,40%
PS.8.8.4	Others	249	16,89%
PS.8.8.5	Total	1 477	100%
9. Non-Performing Loans			
PS.8.9.1	% NPLs	0	
10. Concentration Risks		% Public Sector Assets	
PS.8.10.1	10 largest exposures	33,08%	

## C. Harmonised Transparency Template - Glossary

The definitions below reflect the national specificities



Field Number	1. Glossary - Standard Harmonised Items	
HG.1.1	OC Calculation: Actual	The Actual OC is calculated as (Cover Pool Size- Covered Bond Outstanding)/ Covered Bond Outstanding.
HG.1.2	OC Calculation: Legal minimum	The minimum legal level of overcollateralisation under French law is set at 105%.
HG.1.3	OC Calculation: Committed	The ratio is calculated under a quarterly basis and is certified by the specific controller.
HG.1.4	Interest Rate Types	Minimum OC imposed by the rating agencies for a AAA rating programme Fixed or Floating
HG.1.5	Maturity Buckets of Cover assets [i.e. how is the contractual and/or expected maturity defined? What assumptions eg, in terms of prepayments? etc.]	Contractual maturities are calculated assuming a zero prepayment scenario on the cover pool assets. Expected maturities are calculated with a prepayment scenario based on a hypothetical annual prepayment rate.
HG.1.6	Maturity Buckets of Covered Bonds [i.e. how is the contractual and/or expected maturity defined? What maturity structure (hard bullet, soft bullet, conditional pass through)? Under what conditions/circumstances? Etc.]	Hard or Soft bullet
HG.1.7	LTVs: Definition	ND2
HG.1.8	LTVs: Calculation of property/shipping value	ND2
HG.1.9	LTVs: Applied property/shipping valuation techniques, including whether use of index, Automated Valuation Model (AVM) or on-site audits	ND2
HG.1.10	LTVs: Frequency and time of last valuation	ND2
HG.1.11	Explain how mortgage types are defined whether for residential housing, multi-family housing, commercial real estate, etc. Same for shipping where relevant	ND2
HG.1.12	Hedging Strategy (please explain how you address interest rate and currency risk)	In order to mitigate the potential mismatches of the interest rates and currencies, the Issuer is entitled to enter into hedging agreement(s) and/or provide any other mechanism(s) such as additional over-collateralisation, cash reserve, additional selection rules for the Eligible Assets or any other mechanism(s) which will comply with the legal requirements applicable to <i>sociétés de crédit foncier</i> .
HG.1.13	Non-performing loans	There are no non-performing loans in the cover pool.
OHG.1.1	NPV assumptions (when stated)	
OHG.1.2		
OHG.1.3		
OHG.1.4		
OHG.1.5		
	2. Reason for No Data	Value
HG.2.1	Not applicable for the jurisdiction	ND1
HG.2.2	Not relevant for the issuer and/or CB programme at the present time	ND2
HG.2.3	Not available at the present time	ND3
HG.2.1		
OHG.2.1		
OHG.2.2		
	3. Glossary - Extra national and/or Issuer Items	
HG.3.1	Other definitions deemed relevant	
OHG.3.1		
OHG.3.2		
OHG.3.3		
OHG.3.4		



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From time to time we may make changes to the Site that we feel are appropriate (see Section C, para 3 below).

#### 2. USE OF MATERIALS

Subject to any prohibitions or restrictions stated in third party websites accessible via hyperlinks in the Site over which we have no control, you may view the content published on this Site, and you are welcome to print hard copies of, and/o download, material on it for your personal use or internal business purposes (in which case you are required to preserve in your copies any copyright materials displayed in the original materials and otherwise to acknowledge the Site as the source of the material). All downloading of material from the Site must be in accordance with our Acceptable Use Policy. All other copying is strictly prohibited.

The use of material printed or downloaded from our Site must be in accordance with our Acceptable Use Policy

### **3. LINKS FROM AND TO OUR SITE**

Where the Site contains hyperlinks to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Users follow links on this Site to external websites at their sole risk.

We accept no liability for and do not endorse any statements, advertisements, information, products or services that are published on or may be accessible through any websites owned or operated by third parties or for any action you may take. Those third party websites may also be subject to separate legal terms and conditions, and Issuers may be subject to separate regulation and are solely responsible for satisfying such regulatory requirements. We do not represent or warrant that any Issuer you deal with is fully authorised under or compliant with any law or regulation in any jurisdiction.

You agree not to link any websites to this Site without our express prior written consent. We reserve the right, at any time and for any reason not prohibited by law, to deny permission to anyone to link a website from or to this Site, as well as the right to remove any link currently appearing on our Site.

## **SECTION B. ISSUER T&Cs**

### **1. DIRECTORY SERVICES AND LABEL**

The Issuer is responsible for all Product Information uploaded to and/or validated on the Site by the Issuer or on its behalf, and warrants and represents that all such Product Information is and shall continue to be (and the Issuer shall regularly check the Site in order to ensure that it remains) accurate, complete and up-to-date.

The Issuer understands that we do not limit access to the Site based on the nationality of a User. The Issuer shall be solely responsible for compliance with all laws and regulations applicable to the offer and sale of a Product in all jurisdictions. The Issuer shall indemnify us against, and hold us harmless from, any losses, liabilities or costs (including reasonable administrative and legal costs) suffered by us (including our officers and employees) or by third parties (including Investors and regulatory authorities), in relation to the Product Information and/or the Issuer's use of, and statements regarding, a Covered Bond Label.

We accept no liability in relation to any lack of availability of the Site or any omission of, or any display of incorrect, Product Information on the Site for any reason whatsoever including negligence.

The Issuer shall not make any statement that its receipt of a Covered Bond Label constitutes a recommendation by us to buy, sell or hold any Product, or that it reflects our views on the suitability of any Product for a particular Investor.

### **2. PRODUCTS**

By uploading and/or validating Product Information on our Site, the Issuer warrants and represents that the Product complies with the relevant criteria established by the Label Convention as detailed at [www.coveredbondlabel.com/pdf/Covered\\_Bond\\_Label\\_Convention\\_2015.pdf](http://www.coveredbondlabel.com/pdf/Covered_Bond_Label_Convention_2015.pdf)

### **3. UPLOADING INFORMATION TO OUR SITE**

Whenever you upload and/or validate Product Information on the Site, you warrant and represent that any such contribution complies with the content standards set out in our Acceptable Use Policy, and you shall indemnify us against, and hold us harmless from, any losses, liabilities and costs arising in respect of any breach of that warranty.

You shall promptly notify us in the event that Product Information published on the Site, any representation made to us in connection with obtaining a Covered Product Label, or any other information communicated to us in connection with the Site, becomes false, inaccurate, incomplete, or misleading.

Any information you upload to and/or validate on the Site shall be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties such information for any purpose. We also have the right to disclose your identity to any third party who is claiming that any information posted or uploaded by you to the Site constitutes a violation of their intellectual property, privacy or other rights or is otherwise unlawful.

We shall not be responsible, or liable to any third party, for the content or accuracy of any Product Information posted by you or any other user of the Site.

We have the right to remove any information or posting you make on the Site if, in our opinion, such information does not comply with the content standards set out in our Acceptable Use Policy, or for any other reason.

### **4. LINKING TO OUR SITE**

You may link to our home page ([www.coveredbondlabel.com](http://www.coveredbondlabel.com)), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

You must not establish a link from any website that is not owned by you.

The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

### **5. SECURITY**

Issuers are required to register with us in order to use the Site by completing the following Registration Form

Issuers will be provided with a unique user identification code and password (the "User Details") in order to access the Site for the sole purpose of uploading and/or validating Product Information on the Site. Such User Details are granted by us for the sole and exclusive use of the Issuer.

We reserve the right to alter or cancel User Details and revoke access to the site at any time.

If we need to contact you in relation to your use of the Site, we may contact you by email, telephone or post. The most recent details you have given us will be used. You must promptly inform us of any change in your contact details.

### **6. DOWNLOADING OF ISSUER PROFILES FROM OUR SITE**

An Issuer may download its own profile from our Site in any of the ways expressly permitted by the Site, but Issuers may not download the profiles of any other Issuers or attempt to download profiles from the Site by any other means.

## **SECTION C. GENERAL T&Cs**

### **1. SITE ACCESS**

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We shall not be liable if for any reason the Site is unavailable at any time or for any period. From time to time, we may restrict access to the Site (either partially or in its entirety).

If you are provided with a user identification code, password or any other piece of information as part of our security procedures you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these T&Cs, or for any other reason.

When using the Site, you must comply with the provisions of our **Acceptable Use Policy**. You shall indemnify us against, and hold us harmless from, any losses, liabilities or costs (including reasonable administrative and legal costs) suffered by us (including our officers and employees) or by third parties (including Investors and regulatory authorities) as a result of any breaches of our **Acceptable Use Policy** that you commit.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these T&Cs and that they

### **2. INTELLECTUAL PROPERTY**

All rights in this Site unless otherwise indicated, are owned by us. This Site and all content published on this Site, unless otherwise indicated, are protected by copyright in Belgium and other jurisdictions across the world. All trademarks and devices displayed on this Site, unless otherwise indicated, are owned by us and may be registered in many jurisdictions across the world. Save as provided in these T&Cs, any use or reproduction of these trademarks and/or devices is prohibited. You must not use any part of the materials on the Site for commercial purposes without our consent.

### **3. SITE CHANGES**

We aim to update the Site on a regular basis, and may change the content at any time. If the need arises, we reserve the right to suspend access to the Site, or close it indefinitely.

### **4. OUR LIABILITY**

The Product Information displayed on the Site is provided by the Issuer, and the granting of any label made available through the website is under the sole control of the Issuer, in each case without any guarantees, conditions, warranties or representations from us as to its accuracy or completeness. To the extent permitted by law, we, and any third parties connected to us, hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by any applicable law or regulation; and
- any liability for any direct, indirect or consequential loss or damage incurred by any User in connection with the Site or in connection with the use, inability to use or results of the use of the Site, any websites linked to it and any materials posted on it (including, without limitation, the omission of, or the display of incorrect, Product Information on the Site) or in connection with any Product, including loss of: income, revenue, business, profits, contracts, anticipated savings,

### **5. INFORMATION ABOUT YOU AND VISITS TO OUR SITE**

We process information about you in accordance with our Privacy Policy. By using the Site, you consent to such processing and you warrant that all information provided by you is accurate

### **6. VIRUSES, HACKING, OTHER OFFENCES**

You must not misuse the Site by knowingly introducing viruses, 'trojan horses', worms, logic bombs or other material which is maliciously or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the law of 28 November 2000 on computer crime. We shall report any such breach to the relevant law enforcement authorities and we shall co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, information or other proprietary material due to your use of the Site or to your downloading of any information posted on it or on any website linked to it.

We do not warrant that this Site or any software or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose. It is your responsibility to use suitable anti-virus software on any software or other material that you may download from this Site and to ensure the compatibility of such software or material with your equipment and software.

We reserve the right to prohibit any activities of any nature or description that, in our sole discretion, might tend to damage or injure our commercial reputation or goodwill or the reputations or goodwill of any of the providers or subscribers

### **7. JURISDICTION AND APPLICABLE LAW**

The courts of Brussels, Belgium shall have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site or these T&Cs.

These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

### **8. VARIATIONS**

We may revise these T&Cs at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Certain of the provisions contained in these T&Cs may also be superseded by provisions or notices published elsewhere on the Site.

### **9. CONTACTS**

Details of how to contact us are available by clicking on Contact Us.

We shall inform you if any of our contact details change by posting a notice on the Site.

## **SECTION D. CBFL ACCEPTABLE USE POLICY**

This acceptable use policy (the "Policy") sets out the terms agreed between a user of the website ("you") and the Covered Bond Label Foundation ("we" or "us") on which you may use the website [www.coveredbondlabel.com](http://www.coveredbondlabel.com) (the "Site"). The Policy shall apply to all users of, and visitors to, the Site.

Your use of the Site means that you accept, and agree to abide by, all the terms of the Policy, which supplement our Terms of Use

### **1. PROHIBITED USES**

You may use the Site for lawful purposes only. You may not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way which breaches or contravenes our content standards (see para 2 below);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any information, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms of Use; and
- not to access without authority, interfere with, damage or disrupt:
  - any part of the Site;
  - any equipment or network on which the Site is stored;
  - any software used in the provision of the Site; or
  - any equipment or network or software owned or used by any third party.

### **2. CONTENT STANDARDS**

These content standards apply to any and all information (the "Information") which you contribute to the Site.

Information must:

- be accurate; and
- comply with applicable law in Belgium and in any country from which it is posted.

Information must not:

- infringe any copyright, database right, trade mark or other proprietary right of any other person;
- be likely to deceive any person; or
- be provided in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;

### **3. SUSPENSION AND TERMINATION**

We will determine, at our sole discretion, whether your use of the Site has caused a breach of the Policy. When a breach of the Policy has occurred, we may take such action as we deem reasonable.

Failure to comply with the Policy will constitute a material breach of our Terms of Use upon which you are permitted to use the Site, and may result in us taking any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Site;
- immediate, temporary or permanent removal of any Information uploaded by you to the Site;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of information to law enforcement authorities as requested by law or as we reasonably feel is necessary; or
- any other action we deem to be appropriate;

### **4. DOWNLOADING AND USE OF INFORMATION FROM OUR SITE**

You may download information from our Site in any of the ways expressly permitted by the Site. Where indicated by the Site, you shall supply all the details requested and accept all the applicable terms and conditions before attempting to download any information from the Site. You shall not attempt to download profiles from the Site by any other means.

You may use information that has been downloaded from our Site in accordance with our permitted procedures and/or hard copies of information printed from our Site for your personal use or internal business purposes only (in which case you are required to preserve in your copies any copyright materials displayed in the original materials and otherwise to acknowledge the Site as the source of the material). You may not distribute or show any materials downloaded or printed from our Site to any third parties or quote or refer to any such materials in communications with third parties without obtaining our prior written permission. Any such permission would only be granted by us on terms that the third party in question, prior to viewing any material from our Site, accepts and agrees to comply with these T&Cs as if the third party were a User of the Site.

Regardless of any permission that may be granted by us for you to distribute or show materials downloaded or printed from our Site to third parties, you must not use or export the information or materials available on or through this Site in violation of laws in your, or any other applicable, jurisdiction. It remains your responsibility at all times to ensure that such laws are not violated.

### **5. CHANGES TO THE POLICY**

We may revise the Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in the Policy may also be superseded by provisions or notices published elsewhere on the Site.

## SECTION E. CBFL PRIVACY POLICY

The Covered Bond Label Foundation ("we" or "us") is committed to protecting and respecting the privacy of our users.

This policy (together with our Terms of Use and any other documents referred to on it) sets out the basis on which any personal information we collect from, or that is provided to us by, a user (including from any individual who represents, and/or acts on behalf of, a user) ("you") will be processed by us or by third parties. Please read the following carefully to understand our views and practices regarding your personal information and how we will treat it.

For the purpose of the Law of 8 December 1992 on the protection of privacy in relation to processing of personal information (*loi relative à la protection de la vie privée à l'égard des traitements de données à caractère personnel* / *wet tot bescherming van de persoonlijke levensfeer ten opzichte van de verwerking van persoonsgegevens*) (the "Belgian DPL"), we (the Covered Bond Label Foundation) are the data controller.

### 1. INFORMATION COLLECTION AND PROCESSING

We may collect and process the following information about you:

- information that you provide by completing any form on our website (www.coveredbondlabel.com) (the "Site"). This includes information provided at the time of registering to use the Site, subscribing to our service, posting material o
- if you contact us, we may keep a record of that correspondence; and
- details of your visits to the Site and the resources that you access.

This information may include personal information (such as your name or title) and we will only process such personal information for the purposes set out in paragraph 2 below in accordance with the Belgian DPL

### 2. INFORMATION USE

We may collect and process your personal information for the following purposes:

- to ensure that content from the Site is presented in the most effective manner for your computer;
- to provide you with information, products or services that you request from us or which we feel may interest you; and
- to notify you about changes to our service.

If you do not want us to use your information in this way, or to pass your details on to third parties for marketing purposes, you can refuse consent to such processing by ticking the relevant box situated on the form on which we collect your

### 3. TRANSFER AND STORAGE OF PERSONAL INFORMATION

You agree that your personal information may be communicated to third parties:

- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use and other agreements;
  - in the case of any legitimate interest; and
  - for direct marketing purposes (unless you object to such processing in accordance with paragraph 2 above).
- By submitting your personal information, you also agree that such information may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"), whether or not an adequate level of protection in ensured for personal information in the country of reception.
- Your personal information may also be processed by staff operating outside the EEA who work for us or for one of our processors for the same purposes as listed in paragraph 2 above. Such staff may be engaged in, among other things, the

### 4. SECURITY

We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this privacy policy, and to prevent personal information being accessible to and processed by unauthorised parties, or being accidentally changed or deleted. There are internal security measures in place to protect the premises, servers, network, data transfers, and the information itself.

You acknowledge however that the transmission of information via the internet is not completely secure. While we will use reasonable endeavours to protect your personal information, we cannot fully guarantee the security of your

Where we have given you a password which enables you to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

### 5. YOUR RIGHTS

The Belgian DPL gives you the right to access or, where incorrect, amend or delete (at your request and free of charge) personal information pertaining to you. You can exercise these rights at any time by contacting us by email by clicking on Contact Us or by letter addressed to the Daily Manager, Avenue de Cortenbergh 71, B-1000, Brussels, Belgium.

You also have the right to ask us not to process your personal information for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your information or by contacting us by email or by letter in accordance with the above.

### 6. CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page.

### 7. CONTACT

If you have any questions about this policy, the collection and use of your personal information or other privacy-specific concerns please contact us by clicking on Contact Us