ALLIANZ LIFE LUXEMBOURG S.A.

Main characteristics of the tax regime covering the contract France

UPDATED: JANUARY 2020

If the Policyholder's country of tax residence is France

The tax regime applicable to the Contract on the Date of conclusion of the Contract is the tax system of the French Republic as the country of main and habitual residence of the Policyholder on the Date of conclusion of the Contract. The main characteristics of the tax regime applicable to the Contract at 1st January 2020 are explained in this Memorandum

The present Memorandum covers Policyholders who have, on the date of the insurance Proposal, a main and habitual residence on the territory of the French Republic.

THE POLICYHOLDER'S ATTENTION IS DRAWN TO THE FACT THAT:

- this Memorandum provides general information about the main characteristics of the tax regime applicable to the Contract,
- the information about the main characteristics of the tax regime applicable to the Contract may change during the Contract and (i) are given subject to changes in the regulatory and legislative provisions and the doctrine of the French tax administration in force and (ii) do not have any contractual value. This information is communicated purely as an informative guide,
- the Company strongly recommends that the Policyholder, during the execution of the Contract, obtain advice from a qualified and authorised tax adviser in order to have full knowledge of the tax regime for the Contract and to seek solutions to particular situations.

This Memorandum is subdivided as follows:

- Title I : main characteristics of the tax regime for life insurance applicable to individual life insurance contracts denominated in account units and/ or euros
- Titre II : main characteristics of the tax regime for endowment bonds or contracts applicable to the individual capital withdrawal policy denominated in account units and/ or euros,
- Titre III : shared provisions applicable to the two types of Contracts.

1. TAXATION APPLICABLE TO THE INDIVIDUAL LIFE INSURANCE CONTRACT DENOMINATED IN ACCOUNT UNITS AND/OR EUROS

ARTICLE 1 - FRENCH LIFE INSURANCE TAX REGIME

Article 1.1 - Tax on insurance agreements

Life insurance and similar contracts, including annuity contracts, with the exception of death insurance contracts taken out as cover for the repayment of a loan, are exempted from the tax on insurance agreements in accordance with the provisions of Article 995-5° of the General Tax Code (CGI). (Insurance agreement tax also applies to life insurance contracts that are renewed or renegotiated resulting in an extension, increase or reduction in the premium or amount of cover).

Article 1.2 - Tax treatment in case of surrenders/Contract's end, if the Insured Party is still alive

At the end of the Contract, if the Insured Party is alive, and only if the Policyholder(s) is a/are Beneficiary(ies) in the event that the Insured Party is still alive, or in the event of the partial or total surrender of the Contract, taxation of the income will differ depending on whether it is from premiums paid since 27 September 2017 or before that date, and based on the length of the contracts.

For contracts governed by French law, converting a euro or multi-fund contract into a euro-growth contract (single or multi fund) or into a unit-linked contract (single or multi-fund) does not result in settlement of the initial contract, which retains its original start date and the associated tax conditions.

In the case of subscription for a life term, the Contract has no expiry if the Insured Party lives. Before conclusion by the death of the Insured Party leading to termination of the Contract, the Policyholder has the option to

[1] Difference between the amount of benefits paid by the Company before applicable social security contributions and the amount of gross premiums remitted pursuant to the Contract.

carry out one or more partial surrenders as well as the total surrender of his/her Contract.

Article 1.2.1 Income attached to premiums paid until September 26, 2017

Article 1.2.1.1 Income Tax ("IR")

At the end of the Contract, in the event that the Insured person is still alive, in the case of a fixed-length contract, or in the event of the total of partial surrender of the Contract, the income attached to premiums paid until September 26, 2017, will be subject to income tax under the conditions of common law and based on a sliding scale. The Beneficiary(ies) or the Policyholder(s), as the case may be, must declare all income in their annual income tax return no. 2042.

Article 1.2.1.2 PFL option (prélèvement forfaitaire libératoire) (withholding tax)

According to the terms of Article 125 D of the CGI, the Policyholder(s) or Beneficiary(ies) can opt to pay the PFL tax under the conditions of Article 125-0 A II of the CGI at a rate of:

- 35% of the amount of the income if the surrender occurs before the 4th anniversary of the contract,
- 15% of the amount of the income if the surrender occurs after the 4th anniversary of the contract and before the the 8th anniversary,
- 7.5% of the amount of the income if the surrender occurs after the 8th anniversary of the contract.

Article 1.2.2 Income attached to premiums paid as of September 27, 2017

Income attached to premiums paid as of September 27, 2017 is taxed in two steps:

- in the year it is paid, it results in a flat tax ("PFNL") received as an instalment;
- the following year, it is subject to income tax after deduction of the flat tax withheld at source.

Article 1.2.2.1 Flat tax (prélèvement forfaitaire non libératoire - "PFNL")

Income is subject to it when paid to the PFNL.

The PFNL is payable:

- at the rate of 7.5% if the contract is for eight years or more
- at the rate of 12.8 % if the contract is for less than eight years.

The PFNL is not applicable to income paid by companies outside of France to persons whose taxable income for the next-to-last year was less than €25,000 (single, divorced or widowed) or €50,000 (taxpayers filing jointly).

In this case, they must submit a request for exemption from withholding to the Company, including the signed statement mentioned in Article 242 quater of the CGI, no later than when the income is collected, so that the Company does not apply the PFNL. The request consists of a signed statement via which the beneficiary informs the Company that their taxable income on the tax assessment notice established for the income for the next-to-last year preceding the payment was less than €25,000 or €50,000 depending on the case (CGI Article 242 quater).

Article 1.2.2.2 Definitive tax

- Surrender or settlement as of the eighth anniversary

Income is subject to income tax under the flat tax on capital gains (prélèvement forfaitaire unique - PFU) or the global option, on a sliding scale.

The PFU is payable at 7.5% when the total asset amount does not exceed €150,000.[2]

When the asset amount is in excess of €150,000, the 7.5% rate is applied prorated to the asset amount up to €150,000. The additional amount is taxed at the rate of 12.8%. Prorating is determined based on application of the following quotient:

- numerator: €150,000 (reduced by the amount, net of redemptions, of the premiums paid before 27 September 2017
- denominator: the amount of premiums paid since 27 September 2017 (net of redemptions).

The PNFL withdrawn at source is imputed to the income tax due for the year of the transaction. If it exceeds the tax due, the excess is returned by the Treasury.

- Surrender or settlement before the eighth anniversary

The income is subject to the PFU at 12.8% or, using the global option, to the sliding income tax scale.

The PNFL withdrawn at source is imputed to the income tax due for the year of the transaction. If it exceeds the tax due, the excess is returned by the Treasury.

Article 1.2.3 Common clauses

Article 1.2.3.1 Social security contributions

The income is subject to social security contributions at the global rate of 17.2% broken down as follows:

- CSG at the rate of 9.9%
- CRDS at the rate of 0.5%
- Social security withholding at the rate of 4.5% and 0.3% for the additional contribution
- Solidarity withholding at the rate of 2%.

[2] Amount of premiums paid by the insured for all contracts (or bonds) to which they subscribed and which, at 31 December of the year preceding the triggering event were not already redeemed in cash, calculated on 31/12 of the year preceding the year of surrender or of the payment of the beneficiary services. In the event that ownership of the contract (or bond) is divided, the premiums paid will only be taken into account for the determination of the threshold applicable to the usufructuary.

Article 1.2.3.2 Allowances

In the event of surrender or end after eight years, the income is only subject to (i) income tax based on the sliding scale or, optionally, to the PFL and/or (ii) the PFU or, optionally to the sliding income tax scale, after application of an annual allowance of €4,600 (single persons) or €9,200 (couples filing jointly).

This single allowance applies to all of the income of taxable contracts in the name of a single tax household. It is first applied to income linked to premiums paid before 27 September 2017, then to income linked to premiums paid after that date, on the portion taxable at 7.5%, then on that taxable at 12.8%.

Article 1.2.3.3 Exemptions

a. Exemptions resulting from certain events

The income earned is exempt of income tax, regardless of the term of the Contract, when it is concluded by the payment of a life annuity.

The income earned is also exempt when end of the Contract occurs through the end of the year after one of the following triggering events has taken place for the Policyholder, beneficiary of the income, or his/her spouse or their civil partner:

- dismissal (the exemption is only applicable if the taxpayer is deprived of their employment for a reason beyond their control and has registered as a job seeker with the employment office. This implies that the beneficiary of the income or their spouse who has been dismissed and has registered as a job seeker cannot have found work before the end of the period for which they are requesting an exemption, subject to losing the benefit.
- early retirement,
- disability corresponding to the second (2nd) or third (3rd) category specified by Article L. 341-4 of the Social Security Code (respectively, absolutely incapable of exercising any profession whatsoever and invalids who, being absolutely incapable of exercising a profession, are also obliged to seek assistance from a third person to perform the ordinary actions of life).
- termination of self-employed activity following court-ordered liquidation.

When the Policyholder or his/her spouse can benefit from the exemption, the Policyholder must inform the Company of this and ask it not to apply the PFL and the PFU.

b. Contracts transferred to a pension fund

Following total or partial surrender of a bond or life insurance contract equal to or greater than eight years in length, the first €9,200 (for taxpayers filing jointly) or €4,600 (for single, widowed or divorced taxpayers) of any income derived from that surrender is exempt if the following conditions are met:

- the surrender must take place before 1 January 2023;
- the policyholder must be under 57 years of age;
- all amounts received from the surrender must be paid into a pension fund before 31 December that same year.

Income from the various Contract premiums is eligible for exemption under the priority rules described in article 1.2.3.2 above.

Article 1.2.3.4 PFL and PFU declaration and payment obligations

The declaration obligations for the payment of PFL, PFNL and social security contributions must be carried out by:

- the Policyholders in case of partial or total surrender,
- the Policyholder Beneficiaries upon expiry of the Contract if the Insured Party is still alive (only for contracts with a fixed term), for which they are solely responsible, via a declaration no. 2778 which must be submitted within the first fifteen days of the month following that in which the income is collected or credited to the account.

If the PFL declaration and payment are not received by the fifteenth of the month following the payment of the income, the income will be subject to income tax under the conditions of common law.

However, the PFL and PFU declaration and payment obligations may be delegated to the Company (via the methods communicated by the Company), which will then intervene as a representative of the Policyholders or Beneficiaries. In this case:

- the Policyholder(s) or the Beneficiary(ies) must have entered into a Mandate with the Company covering the tax obligations, and this Mandate must be effective as of the date of the option for the PLF or the application of the PFNL (also see the provisions of Article 2 of III./ of this Memorandum),
- according to the terms of Article 41 sexdecies K of Appendix III of the CGI, the Company is obliged to send declaration no. 2778 to the French tax administration, containing the following information:
  - the type and amount of revenue, income and gains for which the option is exercised,
  - the amount of the deduction due,
  - the amount of the social security contributions and deductions due,
  - the name and address of the person in IV of Article 125 D of the above-mentioned CGI who is mandated by the taxpayer to carry out, in their name and on their behalf, all declaration and payment formalities for said deduction, as well as their identification number in the event of the conclusion of the agreement

with the French tax administration provided for in VI of the same Article 125 D of the CGI.

These obligations may be sub-delegated by the Company to a third-party representative that it designates, an option that the Policyholders or the Beneficiaries expressly and irrevocably accept.

Article 1.2.3.5 Information communicated by the Company:

The Company communicates to the Policyholder(s) in case of surrender or to the Beneficiary(ies) upon expiry of the Contract if the Insured Party is still alive all information and documents allowing them to declare the income, where applicable surrendered, according to the applicable French taxation system.

Article 1.3 Liability for social security contributions for income from the Instrument expressed in euros

The share of income (interest paid at the guaranteed interest rate and any participation in the profits) attached to an Instrument expressed in euros under the Contract, is liable for social security contributions for which the rates are stated in 1.2.3.1 above when it is credited to the account.

Article 1.3.1 Collection procedures

Article 1.3.1.1 Declaration made by the Policyholder(s)

Subject to international tax agreements, the social security contributions due by Policyholders are declared and paid through declaration n°2778 (with only the lines relative to social security deductions having to be completed) by the Policyholders and must be presented by the Policyholders to the corporate tax department of the place of their residence within fifteen days of the month following the income related to the Instrument expressed in euros in the Contract being credited to the account.

Article 1.3.1.2 Restitution by the Company on behalf of the Policyholder(s)

These declaration and payment obligations covered by article 1.3.1.1 above may be delegated to the Company (via the forms communicated by the Company), which will then intervene as representative of the Policyholders.

In this case:

- Policyholder(s) must have signed the Mandate with the Company for the tax obligations (see also the provisions of Article 2 of III./ of this Memorandum).
- The Company must send to the tax administration declaration no. 2778 completed in the name of and on behalf of the Policyholder(s) on receipt of the income tax of non-residents from the Direction des Résidents à l'étranger et des Services Généraux DRESG).

These obligations may be sub-delegated by the Company to a third-party representative that it designates, an option that the Policyholders expressly and irrevocably accept.

Article 1.3.2 Restitution mechanism

In the case where, at the time of the total or partial withdrawal of the Contract or at maturity of the Contract when the Insured Party is alive or deceased, the amount of social security contributions paid on the income attached to the Instrument expressed in euros is greater than the amount of the social security contributions calculated at that date on all of the income from the Contract, the excess social security contributions paid may be claimed from the tax administration.

Article 1.3.2.1 Restitution claimed by Policyholder(s)

In the case where the Policyholders themselves made the declaration according to the procedures described in Article 1.3.1.1, they must claim the reimbursement of the excess social security contributions paid to the tax administration by making an administrative appeal. These administrative appeals must be submitted, according to the case, by the Policyholders or the Beneficiaries of the Contract at the corporate tax departments of their place of domicile.

Article 1.3.2.2 Restitution by the Company

In the case where the Company has made the declaration and payment of the social-security contributions as representative of the Policyholders according to the procedures described in article 1.3.1.2, the excess social-security contributions paid, ascertained at the time of the total or partial withdrawal of the Contract or at maturity of the Contract when the Life assured Party is alive or deceased, is re-paid by the Company directly to the Contract by crediting the amount corresponding to the outstanding amount relating to the Instrument expressed in euros.

However, the Company will have the option to make this repayment by direct payment to the Policyholders or Beneficiaries, subsequent to the payment of benefits pursuant to the Contract. The sum thus returned is considered as the restitution of an excess payment and does not constitute a taxable base.

Article 1.4 Taxation in the event of the death of the Life Assured

Article 1.4.1 Applicable tax regime

The taxation of the capital paid in case of the death of the Life assured Party entailing the maturity of the Contract depends, for the application of the life-insurance tax regime, on whether or not a beneficiary clause exists. Based on Article L. 132-11 of the Insurance Code, when the compensation is stipulated for the benefit of a non-determined Beneficiary (no designated beneficiary) or the Policyholder when he/she is the Insured Party, it forms part of the estate of the latter and is taxed under the conditions of common law. However, when the amounts are stipulated as payable, upon death of the Life assured Party entailing Contract maturity, to determined Beneficiaries or their heirs, they do not form part of the estate of the Life assured Party.

The designated Beneficiaries, in the case of the death of the Insured Party entailing Contract maturity, will, subject to the exemptions below, be taxed according to the age of the Insured Party at the time of the remittance of the initial Premium or the remittance of each supplementary Premium under the following conditions:

Premiums remitted before the Insured Party reaches the age of 70 (Article 990 I of the CGI):

When the Beneficiary has their tax residence in France on the day the Insured Party dies, as meant by Article 4 B of the CGI as noted in Article 2.1 of this Memorandum, and that it has been in France for at least six of the ten years preceding the death of the Insured Party or the Insured Party had their tax residence in France at the time of their death, as meant by Article 4 B of the CGI, the capital payable upon death (or the equivalent value in euros of securities presented to the Beneficiaries in case of settlement in securities), is subject, up to the share payable to each Beneficiary exceeding €152,500 (for all contracts for the same Insured Party, each Beneficiary will have to provide the Company with a signed statement stating the amount of the allowances already applied to the sums, annuities or securities received from one or more insurance and similar companies as a result of the death of the Insured) to:

- a deduction equal to 20% for the portion less than or equal to €700,000 and
- a deduction equal to 31.25% for the portion above that threshold.

The basis for the withholding tax consists of:

- for redeemable contracts, of the amounts, annuities and securities cor responding to the redeemable portion (surrender value on the day the Insured Party dies or, if it is a fixed- term contract, the surrender value on the day the amounts are paid) and of the premiums for the non-redeemable portion;
- for non-redeemable contracts, of the annual premium or of the premium paid on signature of the Contract in the case of a single premium.

In case the beneficiary clause is divided, the allowance and the amount of the outright deduction apply between the bare owner and the usufructuary, prorated to their share, based on the scale of Article 669 of the CGI. As many allowances should be applied as there are usufructuary/ bare-owner pairs.

If there are several bare owners, each one shares an allowance with the usufructuary based on the taxes of each in application of the scale provided for in the above-mentioned Article 669. In this situation, the usufructuary can, however, only benefit from a maximum allowance of €152,500 euros on all of the capital payable at death received pursuant to life insurance contracts on the death of a given Insured Party. When one of the Beneficiaries listed in the contract is exempt (see below), the fraction of the allowance not used by the exempt Beneficiary does not benefit the other Beneficiaries designated in the Contract.

Premiums remitted after the Insured Party reaches the age of 70 (Article 757 B of the CGI):

The capital payable upon death (or the equivalent value in euros of securities presented to the Beneficiaries in case of settlement in securities) corresponding to the fraction of premiums remitted after the Insured Party reached seventy (70) years of age is subject to inheritance tax according to the relationship of the Beneficiary with the Insured Party after an allowance of €30,500. This is a global allowance, regardless of the number of Beneficiaries or the number of contracts concluded on a given Insured Party and it is divided, if applicable, in proportion to the share coming to each Beneficiary in the taxable premiums. In case there is more than one Beneficiary, the share going to exempt persons (see above) is not taken into account in dividing the allowance of 30,500 euros between the different Beneficiaries. In the event of a divided beneficiary clause, the allowance (or portion of the allowance, in the presence of other beneficiaries and/or other contracts) is shared between the usufructuary and the bare owner based on the scale in Article 669 of the CGI.

Other than donations and legacies covered by Articles 795 and 795-0 A of the CGI, which are exempt, the capital payable upon death paid to the following Beneficiaries is also exempt:

- the surviving spouse of the Insured Party (Article 796-0 bis of the CGI
- a partner bound to the Insured Party by a French civil partnership contract (PACS) (Article 796-0 a of the CGI),
- the brother/sister of the Insured Party, who is single, widowed, divorced or separated and living apart, on the dual condition that (i) they are over 50 years old at the time of the opening of the succession procedure and suffer from a disability which makes it impossible for them to earn enough to meet their daily needs, and (ii) they have lived continuously with the Insured Party for the five years preceding the latter's death (Article 769-0 ter of the CGI).

Liability of capital gains from the Contract to social security contributions:

The social-security contributions covered by article 1.2.3.1 of the present Memorandum are applicable in case of the death of the Life assured Party entailing Contract maturity when the Beneficiaries are resident for tax purposes in France.

Article 1.4.2 Information communicated directly by the Company or via the third-party representative designated by it (Article 990 I of the CGI)

The Company, either directly or indirectly, via the authorised representative it has designated, is bound to pay the outright deduction of 20% and of 31.25% specified in article 990 I of the General Tax Code (Code général des impôts - "CGI").

Prior to the payment of benefits by the Company to the Beneficiaries and the settlement of the aforementioned outright deduction, the Company, directly or indirectly via the representative that it designates, is bound to send the following information to the French tax Administration according to the terms of articles 806 IV of the CGI, 306-0F and 370 C of appendix II of the CGI using form n° 2739:

A. General Information relating to the Contract:

- the registered address of the Company,
- the type of Contract,
- the Date of conclusion of the Contract,
- the Contract number,
- the last names, first names, dates and places of birth and home addresses of the Policyholder(s) who are natural persons and the company name, head office address and SIREN or RNA number of Policyholder(s) who are legal entities,
- the last names, first names, dates and places of birth, and home addresses of the Insured Party(ies),
- the date of death of the Insured Party resulting in the maturity of the Contract,
- in the event of the Policyholder's death not resulting in the maturity of the Contract, the date of death and last names, first names, dates and places of birth, and home addresses of the assign(s),
- the last names, first names, dates and places of birth, and home addresses of the natural person Beneficiaries,
- the company name, head office address and SIREN or RNA number of Beneficiaries who are legal entities,
- the total of all amounts, annuities and assets due to be paid to each Beneficiary,
- in the event of the division of the beneficiary clause, the status of bare owner or usufructuary of the Beneficiaries concerned and the share of any amounts, annuities and assets payable to them.

B. The following must be communicated for each Beneficiary:

- the calculation basis for the withholding tax,
- the amount of the various allowances applied,
- the amount of withholding tax deducted in respect of amounts, annuities and assets payable to each Beneficiary,
- the Conclusion Date and number of the Contract and any rider(s) with an economic impact on the Contract,
- for the redeemable portion of each Contract, the share of the surrender value on the date of the Insured Party's death resulting in maturity of the Contract corresponding to amounts, annuities and assets payable in respect of premiums paid from 13 October 1998; for the redeemable fraction of each contract containing a clause stipulating deferred payment of the capital by the insurer to the Beneficiary, the surrender value determined on the date of payment of any amounts, annuities and assets payable,
- for the non-redeemable portion of each Contract, the proceeds resulting from multiplication of the amount of death benefit due, reduced by the amount of the surrender value on the date of death of the Insured Party, for the mortality rate corresponding to the age of the Insured Party at the time of death in the mortality table applicable on that date, the annual premium or amount of the single premium paid at the time of subscription of the Contract, if this occurred on or after 13 October 1998.

The aforementioned obligations may, as specified, be sub-delegated by the Company to a third-party representative that it designates, an option that the Policyholders or the Beneficiaries expressly and irrevocably accept.

Article 1.4.3 Information communicated by the Company and by the Beneficiary(ies) in case of the death of the Insured Party (Article 757 B of the CGI)

Declaration obligations incumbent on the Beneficiary(ies)

Under the terms and conditions of Article 292 A of Appendix II of the CGI, the Beneficiary(ies) of life insurance contracts must declare, under the conditions set for succession declarations, all contracts taken out for an insured person by virtue of which premiums have been paid after their 70th birthday. The Company is thus bound to communicate to the Beneficiaries, upon request from them, this information in relation to the Contract (the date of subscription and the amount of premiums remitted after the seventieth birthday of the Life assured Party).

If the Beneficiary of the Contract has the capacity of heir, legatee or donee, this information must be shown on the detailed declaration that he/she must file in application of the provisions of article 800 of the CGI for all of the hereditary assets that he/she receives. Certain persons are exempt from this detailed declaration (see I, 1° and 2° of article 800 of the CGI).

If the Beneficiary of the Contract is not an heir, donee or legatee of the deceased, he/she must file a declaration of inheritance under the conditions and deadlines of general law.

A form n° 2705-A for the partial declaration of inheritance can be used to declare life-insurance contracts for which premiums were paid after the 70th birthday of the Life assured Party. This partial declaration of inheritance includes the date of subscription of the contracts, the designation of the beneficiaries, the indication of their relationship with the deceased and the amount of capital paid. Returning this partial declaration of inheritance authorises the Company to proceed with payment of the capital due upon death if the other conditions are satisfied.

Declaration obligations incumbent on the Company

According to the terms of II of Article 292 B of Appendix II of the CGI, the Company must, within sixty days following the day when it became aware of the death of the Insured Party, send the French tax authorities the information specified in A. of Article 1.4.2 also indicating the amount of premiums paid after the 70th birthday of the Insured Party and their distribution between each of the Beneficiary(ies) for each Contract.

Except when they are payable to the surviving spouse or surviving civil partner, the Company may pay any amounts, annuities or emoluments whatsoever only under the conditions specified in paragraph III of article 806 of the CGI, namely:

- upon presentation by a Beneficiary of a certificate delivered cost-free by the tax accountant certifying that inheritance tax has been paid or is not payable,
- by paying, upon written request from the Beneficiary(ies), all or part of the amounts due by them to pay inheritance tax, at no charge. Under this assumption, it should be ensured that: the amount of the taxable sums corresponding to the premiums paid after the 70th birthday of the Insured Party, after deducting the €30,500 allowance, is shown in the inheritance declaration, on production of a certificate delivered by the tax officer certifying that a declaration has been filed containing the references of the life insurance contract(s) and the information specified by Article 292 A of Appendix II of the CGI and after having satisfied the obligations specified by I. of Article 292 B of Appendix II of the CGI (see above), when the amount payable by the Company does not exceed €7,600, that it must be paid to the surviving spouse or to the direct heirs who do not have their actual or legal residence in another country and a written request from the Beneficiary(ies) declaring that the total benefits do not exceed €7.600.

The tax officer competent to deliver the aforementioned certificates is the one in the tax service where the declaration of inheritance must be filed (at the tax office of the domicile of the deceased, whatever the situation of the securities or property to be declared).

So as not to delay the payment of compensation to the Beneficiaries, the certificate of payment of taxes is delivered, if applicable, covering a partial inheritance declaration including only the insurance compensation, the payment being temporarily limited to the taxes due on the taxable fraction of this compensation.

The aforementioned obligations may be sub-delegated by the Company to a third-party representative that it designates, an option that the Policyholders or the Beneficiaries expressly and irrevocably accept.

Article 1.4.4 Communication procedures for information from the Company (Articles 757 B and 990 I of the CGI)

The declaration of the information specified in articles 1.4.2 and 1.4.3 above is done by the Company, within sixty days of the date of when the Company learns of the Insured Party's death resulting in the expiry of the Contract.

If some items cannot be declared within sixty days of the date on which the death of the Insured Party is known, resulting in the maturity of the Contract, or in the event of a change in the items which must be declared to the Company, a new declaration with the changed items must be prepared under the same conditions as described above within sixty days of the Company being informed of the new items or changes.

Article 1.4.5 Declaration and payment obligations of the Beneficiary(ies) in case of the death of the Insured Party (in relation to social security contributions in case of the death of the Insured Party)

The social-security contributions due in case of the death of the Life assured Party entailing Contract maturity must be declared and paid by any Beneficiary resident for tax purposes in France using form n°2778 (only the lines of the form relevant to social-security contributions should be filled in) at the corporate tax department of the place of their domicile within fifteen days of the month following notification to the persons concerned of their capacity of Beneficiary by the Company, or of the payment of the amounts by the Company.

Article 1.5 Property wealth tax ("IFI")

For Policyholders who are residents of France for tax purposes as of 1 January of the year of taxation and subject to the IFI, the surrender value of the Contract as of 1 January of the year of taxation must be reported on their IFI declaration for the fraction of its value representative of account units made up of real estate assets located in France or outside France within the scope of the IFI and mentioned in Article 965 of the CGI, assessed under the conditions of the same Article 965 and Article 972 bis of the CGI.

ARTICLE 2 TAX REGIME APPLICABLE WHEN THE POLICYHOLDER, THE INSURED PARTY OR THE BENEFICIARY IS NOT RESIDENT IN FRANCE FOR TAX PURPOSES

The general principles given within the present Memorandum do not cover the tax regime applicable to the Contract according to the location of the tax residence during the Contract, in a given State, of the Policyholders, the Life assured Party or Life assured Parties in the case where there is more than one Life assured Party (if they differ from the Policyholders and designated Beneficiaries).

When changing the tax residence to a location outside France, for the Policyholders, the Life assured Party or Life assured Parties in case there is more than one Life assured Party (if they differ from the Policyholders), or the designated Beneficiaries during the Contract, we recommend that the Policyholders seek specific information, from a qualified and authorised tax adviser, on the tax regime applicable to the Contract resulting from changing the tax residence to a location outside France.

Article 2.1 Concept of tax domicile under French law

The conditions for liability for taxation of an individual in France depend firstly on his/her tax domicile and secondly on the source of his/her income. They are independent of the nationality of the individual concerned.

If a taxpayer is resident in France, he/she is subject to taxation on his/her worldwide income, whatever the source and independently of the place of collection, except in the case of contrary provisions in an international tax agreement concluded with the French Republic.

Based on article 4 B of the CGI, a person has his/her tax domicile in France if he/she fulfils at least one of the following three alternative conditions:

- Persons who have their home or main place of residence in France;
- Persons working in France, whether on salary or otherwise, unless they can prove that their activity is carried out on an incidental basis;

Directors of companies whose registered office is in France and whose annual turnover is greater than one billion euros are classed as having their primary professional activity in France. For companies that control other companies as per Article L. 233-16 of the French Commercial Code, turnover means the company's own turnover plus that of the companies it controls. Director means the chairman of the board, the managing director, deputy managing directors, the chairman of the supervisory committee, the chairman and members of the management board, managers and any other directors with comparable roles.

Persons whose financial interests are based in France.

Article 2.2 Tax on insurance agreements

Life insurance and similar contracts, including annuity contracts, with the exception of death insurance contracts taken out as cover for the repayment of a loan, are exempted from the tax on insurance agreements in accordance with the provisions of Article 995-5° of the General Tax Code (CGI).

Article 2.3 Taxation of withdrawals/maturity of the policy if still alive

Upon expiry of the Contract when the Insured Party is still alive or in case of partial or total surrender following a change of residence for tax purposes outside France by the Policyholders during the Contract, French taxation is no longer applicable to this transaction as long as neither the Company nor the Beneficiary is a resident of France for tax purposes, subject to the application of bilateral agreements entered into by the French Republic. If taxation is due in application of bilateral agreements, only the PFL regime should be implemented at the rate specified by the agreement, and except in the case of contrary provisions. Social security contributions are also not due.

Depending on the new country of residence of the Policyholder(s), any switch resulting in disinvestment of the euro-denominated Fund could be viewed from a tax perspective as a surrender with taxation of the capital gains realised from this switch.

Article 2.4 Social-security contributions for income from the Instrument expressed in euros

Subsequent to the Policyholders changing tax residence outside France during the Contract, the income from the Instrument expressed in euros will no longer be subject to social-security contributions when it is booked to the account.

Article 2.5 Taxation in the event of the death of the Life Assured

Premiums paid before the Insured Party reaches 70 years of age:

Subject to the exemptions specified in articles 795, 795-0A, 796-0 a and 796-0 b of the CGI mentioned in article 1.4.1 above and in application of the international agreements concluded by the French Republic, the tax regime of article 990 I of the CGI as described in article 1.4.1 above remains applicable if:

- the Beneficiary, on the day of death of the Insured Party, has their tax domicile in France according to the meaning of Article 4 B of the CGI as mentioned in Article 2.1 herein and this has been the case for at least six years during the ten years preceding the death of the Insured Party,
- if the Insured Party had their tax residence in France at the time of their death, as meant by Article 4 B of the CGI.

Premiums paid after the Insured Party reaches 70 years of age:

As long as neither the Policyholder(s), nor the Insured Party(ies), nor the Beneficiary(ies) are tax residents in France on the day of death of the Insured Party, the tax regime of Article 757 B of the CGI will not be applicable, subject to the application of the bilateral agreements concluded by the French Republic.

However, the tax regime of Article 757 B of the CGI will apply in the case where one of the aforementioned persons has their tax residence in France on the day of death of the Insured Party, nevertheless subject to the exemptions specified in Articles 795, 795-0A, 796-0 bis and 796-0 ter of the CGI mentioned in Article 1.5.1 above and in application of the international agreements concluded by the French Republic.

When the beneficiary(ies) has/have their tax residence in France, application of the tax regime of Article 757 B of the CGI is subject to the fact that they had their tax residence in France for at least six years during the last ten years preceding the year in which they received the benefit of the Contract, nevertheless subject to the exemptions specified in Articles 795, 795-0A, 796-0 bis and 796-0 ter of the CGI mentioned in Article 1.5.1 above and in application of the international agreements concluded by the French Republic.

Liability of capital gains from the Policy for social security contributions:

The social security contributions specified in Article 1.2.3.1 are not due in case of the death of the Insured Party entailing contract maturity if the Beneficiary(ies) is/are not tax resident(s) in France.

Article 2.6 Property wealth tax ("IFI")

For Policyholders who are no longer residents of France for tax purposes (particularly in case of a change of main domicile during the Contract) and subject to the IFI, the surrender value of the Contract as of 1 January of each year of taxation must be reported on their IFI declaration for the fraction of its value representative of account units made up of real estate assets located in France within the scope of the IFI and mentioned in article 965 of the CGI, assessed under the conditions of the same article 965 and Article 972 bis of the CGI.

Policyholders who become residents of France for tax purposes again after not having this status for the last five years preceding the year during which they have their domicile for tax purposes in France are subject to taxation only for the fraction of the value of the Contract representative of the Unit-Linked Funds made up of real estate assets located in France within the scope of the IFI and mentioned in article 965 of the CGI, assessed under the conditions of the same article 965 and article 972 bis of the CGI. This provision is applicable to each year during which the Policyholder(s) have their tax residence in France through 31 December of the fifth year after the year in which the tax residence was again established in France.

2. TAXATION APPLICABLE TO THE INDIVIDUAL CAPITAL WITHDRAWAL CONTRACT DENOMINATED IN ACCOUNT UNITS AND/OR EUROS

ARTICLE 1 FRENCH TAX REGIME APPLICABLE TO ENDOWMENT BONDS OR CONTRACTS

Life insurance and similar contracts, including annuity contracts, with the exception of death insurance policies taken out as a guarantee for the repayment of a loan, are exempted from the tax on insurance agreements in accordance with the provisions of Article 995-5° of the General Tax Code (CGI). (Insurance agreement tax also applies to life insurance contracts that are renewed or renegotiated resulting in an extension, increase or reduction in the premium or amount of cover).

Article 1.1 Taxation of the capitalisation contract of a natural person

Article 1.1.1 Tax regime applicable for the duration of the Contract

Partial surrender: in the event of the partial surrender of the Contract, income may be subject to income tax under the conditions described in Article 1/ 1.2 of this Memorandum.

Social security contribution taxation of income from the Instrument expressed in euros: when it is credited to the account, the income from the Instrument expressed in euros is taxable for social security contributions under the conditions described in Article 1/ 1.3 of this Memorandum.

Switch between Instruments: there is no tax impact from switching between the reference Instruments of the Contract.

Property wealth tax ("IFI"): the surrender value of the Contract at 1 January of the tax year must be entered by the Policyholder(s) on their IFI declaration in the amount of its fraction of the representative value of the account units consisting of the real assets located in France and outside of France and this, under the same terms and conditions as described in Article I./1.5 of this Memorandum.

Donation before the term of the Contract: the Contract can be donated before the term of the Contract. The benefit for the donee is that they retain the tax anteriority of the Contract (it is not settled as a result of the donation and continues until its planned maturity in the name of the new holder). The donation will entail taxation of the surrender value of the Contract on the day of donation according to the common law rules covering donations. The donee will benefit from the allowances and tax reductions of general law. In addition, the donee will benefit from all the attributes of the Policyholder on the day of the donation, subject to notifying the Company of said donation.

Article 1.1.2 Tax regime applicable in case of conclusion of the Contract

Article 1.1.2.1 Taxation in case of the full surrender of the Contract

In the event of full surrender of the Contract, any income may be subject to income tax under the conditions described in Article 1/ 1.2 of this Memorandum.

Article 1.1.2.2 Taxation at Contract maturity

At Contract maturity, any income may be subject to income tax under the conditions described in Article 1/ 1.2 of this Memorandum.

Article 1.1.2.3 Taxation in the case of the death of the Policyholder

No application of the preferential life insurance tax regime:
the Contract does not benefit from the tax regime applicable to life insurance contracts in case of the death of the Insured Party entailing Contract maturity (no application of Articles 757 B and 990 I of the CGI).

Inheritance declaration:
in case of the death of the Policyholder, the surrender value of the Contract on the day of the death of the Policyholder must be declared as part of the Policyholder's inheritance declaration. The scales for inheritance taxes under common law apply.
The Policyholder's assigns are taxable in this respect, regardless of the maturity date of the Contract. The Contract is not concluded due to the death of the Policyholder. The Policyholder's assigns may decide to keep the Contract, benefiting from the tax anteriority acquired or request partial or total surrender (in which case they will benefit from all of the prerogatives of the Policyholder). In the event of total or partial surrender, the assigns benefit from the same terms and conditions as those described in Article 1/ 1.2 of this Memorandum. The result is that subjection of the surrender value of the Contract on the date of the death of the Policyholder to the inheritance tax does not purge the taxes on the income in the event of surrender or at Contract maturity, given that all income will be subject to income tax.

Effect of the death of the Policyholder on the Contract:
the Company makes no payment due to the event of the death of the Policyholder.

Article 1.1.3 Common clauses

In all cases of transmission of the Contract (by donation or by inheritance in the case of the death of the Policyholder), the transmission in question must be declared to the tax Administration.

Article 1.2 Taxation of the capitalisation contract of a natural person

Article 1.2.1 Tax regime applicable to a legal entity subject to income tax

The taxes of partners pursuant to the Contract are assessed in proportion to their investment in the legal entity subject to income tax.

All the provisions of Article 1.1 of II./ above apply to partners who are natural persons residents of the French Republic within the meaning of Article 4 B of the CGI and partner(s) who are legal entities subject to income tax and which have their head office in the French Republic.

Pursuant to Article 75 4° of Appendix II of the CGI, the Policyholder is defined as the paying establishment and must therefore make all declarations and payments in the name of and on behalf of its taxable partners (natural person partners who are residents of the French Republic and legal entities subject to income tax which have their head office in the French Republic).

The Policyholder may opt for the PFL subject to having (i) first obtained the unanimous agreement of the partners to exercise that option, (ii) the express prior agreement of the Company in the event it requests the exercise of said option, without the Company being obliged to provide any reasons in the event it refuses to be delegated the aforementioned obligations.

Equivalently, the Policyholder must obtain the prior express approval of the Company in case of a request to the Company to make PFNL declarations and payments in place of, in the name of, and on behalf of the Policyholder, without the Company being obliged to provide any reasons in the event it refuses to be delegated the aforementioned obligations.

Considering the obligations concerning professional secrecy under Luxembourg law as well as the specific characteristics of the tax regime applicable to the Contract if the subscribing legal entity is subject to income tax, the Policyholder must have entered into a special Mandate with the Company in respect of tax obligations and that Mandate must be effective on the date of the option for the PFL or on the date of surrender or expiry of the Contract resulting in liability for the PFU.

Article 1.2.2 Tax regime applicable to a legal entity (non-profit)

If the Contract is taken out by a non-profit association, the association is subject to an annual tax declaration obligation (form no. 2070).
The declaration must be sent within three months of the closure of each financial year or, if the financial period does not end during the year, no later than 30 April of the following year. This declaration is not obligatory if the association has not received taxable income from the Contract. Also, the capital gain from the Contract is taxed at an outright corporation tax rate of 24%.

Article 1.2.3 Tax regime applicable to legal entities subject to corporation tax

The capital gains from the Contract will also be considered as accrued interest defined according to the specific provisions of Article 238 septies E of the CGI. The company will be taxable each year, in an outright manner, according to the annual tax base as defined below. This annual tax base will be considered as a "withdrawal premium".

Determination of the annual tax base: this is determined by revaluing the investment at a rate of 105% of the average long-term government bond rate in force at the time of subscription to the Contract.

Determination of the tax base for surrender: the tax base is equal to the difference between the surrender value of the Contract and the annual tax base of the Contract revalued on an outright basis at a rate of 105% of the average long-term government bond rate.

ARTICLE 2 TAX REGIME APPLICABLE WHEN THE POLICYHOLDER IS NOT A FRENCH TAX RESIDENT

The general principles as shown below do not cover the tax regime applicable to the Contract according to the location of the tax residence in a given State, during the Contract, of the Policyholders or the Policyholders' legal claimants in the case of the death of the latter before the maturity of the Contract.

If a Policyholder changes their tax residence to outside France during the Contract, they are recommended to seek specific information from a qualified and authorised tax adviser about the tax regime applicable to the Contract resulting from this change of residence outside of France.

The concept of tax domicile under French law is mentioned in article 2.1 of 1/ above.

Article 2.1 Tax on insurance agreements

Whatever the place of tax residence of the Company, the Policyholders or the Beneficiaries, the Contract is exempt from the French tax on insurance agreements.

Article 2.2 Taxation of surrenders

All provisions of article 2.3 of I./ are applicable at maturity of the Contract or in case of partial or total withdrawal.

Article 2.3 Social-security contributions of income from the Instrument expressed in euros

All provisions of Article 2.4 of I./ are applicable.

Article 2.4 Taxation in the event of the death of the Policyholder

The legal claimants of the Policyholder in case he/she dies before maturity of the Contract should contact a qualified and authorised tax adviser to request specific information on the tax regime applicable to the Contract resulting from their tax residence outside France on the date of death of the Policyholder.

Article 2.5 Property wealth tax ("IFI")

All provisions of Article 2.6 of I./ are applicable.

1. COMMON CLAUSES:
to the individual life insurance Contract denominated in account units and/or euros and the individual endowment contract denominated in account units and/or euros

ARTICLE 1 OBLIGATION TO DECLARE THE CONTRACT TO THE FRENCH TAX ADMINISTRATION

As required under Article 1649 AA of the CGI, when Policyholders subscribe to a Contract with the Company, they are obliged to attach to their annual declaration of income no. 2042 (if the Policyholder makes an annual declaration of income no. 2042 in France), a special declaration noting the following:

- the address of the registered office of the Company;
- the identification of the Policyholder of the Contract: last name, first name, date and place of birth, address;
- the name of the Contract, its references and main characteristics (type of risks covered: life, death, combined, premium payment procedures and services provided by the insurer);
- the effective date of the Contract;
- the duration of the Contract. It should be noted that, with respect to

the contracts with a cash guarantee in the event of life, this is the effective duration of the Contract. For contracts guaranteeing an annuity, the vesting date of the annuity must be provided;
- the reference and type of riders to the Contract;
- the total and partial surrender transactions carried out during the previous calendar year;
- the premium payment transactions carried out during the previous calendar year;
- the surrender value or the amount of guaranteed capital, including in the form of an annuity at 1 January of the tax year.

The Policyholder(s) is/are responsible for making the declaration and for its content.

These declaration obligations also apply when the Policyholder is a dependent of the taxpayer who is subject to the obligation to declare income annually, according to articles 196 to 196 B of the CGI (in particular minor children).

Notwithstanding the obligations for declaration and payment resulting from the tax regime applicable to the Contract, as mentioned in the present Memorandum, the Company is obliged to comply with the rules relative to professional confidentiality in force in the Grand Duchy of Luxembourg pursuant to article 300 of the law dated 7 December 2015.

Thus, the information collected in relation to the Contract must be kept secret, subject to the penalties specified in article 458 of the Luxembourg criminal code in case the law is broken. Based on these provisions, the Company is only authorised to communicate the confidential information that it holds concerning the Contract to any third party after formal and prior instruction from the person concerned. Failing this, the Company is liable in the case of a breach of its obligations for professional confidentiality, to the penalties specified in Article 458 of the Luxembourg Criminal Code.

Nevertheless, the Company may, pursuant to a law or international agreements, be obliged to disregard the rules on professional confidentiality and may have to communicate confidential information that it holds concerning the Contract, following a formal and prior instruction. Thus, for example, according to the Agreements to avoid double taxation concluded by Luxembourg according to OECD standards, tax administrations are authorised to require information in the context of the exchange of intelligence.

Given the obligations relating to professional confidentiality resulting from Luxembourg law, and in order to allow the Company to satisfy its obligations resulting from the tax regime applicable to the Contract, each:

- Policyholder in case there is more than one Policyholder,
- Insured Party if there is more than one Insured Party (if they differ from the Policyholders), (only applicable to life-insurance contracts),
- Beneficiary accepting during the life of the Contract (only applicable to the life insurance contract),
- Beneficiary at maturity in the event of the death of the Insured Party (only applicable to a life insurance contract),
- Beneficiary at maturity in the event that the Insured Party is still alive (only applicable to the life insurance contract if the person is not the Policyholder),
- assignee of the Policyholder in the event of their death before the end of the Contract (only applicable to an endowment contract),

must authorise and give express, special and irrevocable mandate to the Company, (i) to make any tax declaration and any payment to the French tax administration or any other competent tax administration in application of the Contract, (ii) to communicate to the Beneficiaries or legal claimants of the Policyholder in the case of the death of the latter before maturity of the individual capital endowment Contract, all the information required by the applicable tax regime so that they can meet their tax obligations resulting from the Contract, all directly or indirectly via a third-party agent designated by the Company.

After the Date of conclusion, the Company will communicate the Mandate pursuant to tax obligations:

concerning the individual life insurance Contract denominated in account units and/or in euros:
to any Beneficiary accepting, to any Beneficiary at maturity in case of the death of the Insured Party, to any Beneficiary at maturity in case the Insured Party lives (if this person is different from the Policyholder),

concerning the individual capital withdrawal policy denominated in account units and/or in euros:
to any legal claimants of the Policyholder in case of the death of the latter before the maturity of the Contract

ARTICLE 3 CHARGING OF ANY TAX OR DUTY PURSUANT TO THE CONTRACT

Any tax or duty to which the Contract may be subject and for which charging by the Company is not prohibited shall be deducted from the benefits due pursuant to the Contract.

ARTICLE 4 GUARANTEES OF THE CONTRACT BEFORE TAKING INTO ACCOUNT TAX AND STATUTORY SOCIAL SECURITY DEDUCTIONS

The Company's guarantees at Contract

maturity are expressed before taking into account tax deductions or statutory social-security deductions, which will be made according to the applicable regulatory framework, either to the individual life-insurance contract denominated in account Units or in euros, or to the individual capital withdrawal policy denominated in account Units and/or euros, it being understood that these deductions are not limited in number of account Units or in euros.

ARTICLE 5 DECLARATION FORMS/ GENERAL INFORMATION

The declaration forms pursuant to the various tax obligations resulting from the CGI are available on the Internet site of the Financial and Economic Ministry: www.impots.gouv.fr together with general information concerning their tax treatment.

I, the undersigned ____recognise that I have read the above clauses.

Executed in ________________________________ on ____ / ____ / ________

First Policyholder or sole Policyholder	Second Policyholder
Signature	Signature

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