

FRENCH REPUBLIC

IN THE NAME OF THE FRENCH PEOPLE

PARIS COURT OF APPEAL**Pole 4 - Room 8****STOP OF JUNE 29, 2021**

(n °, 11 pages)

Registration number in the general directory: N ° **RG 17/05678** - N ° **Portalis****35L7-V-B7B-B24A3**

Decision referred to the Court: Judgment of February 16, 2017 -Tribunal de Commerce de PARIS - RG n ° 2014048537

CALLING**SOCIETE GENERALE, SA, a public limited company registered with the RCS of Paris under the N ° 552 120 222, acting prosecution and due diligence of Mr. Jonathan Whitehead, duly authorized for the purposes hereof**

29, boulevard Haussmann

75009 PARIS

Represented by Me Marie-Catherine VIGNES from SCP GRV ASSOCIES, lawyer at PARIS bar, toque: L0010

Assisted at the hearing by Me Dominique SANTACRU, lawyer at the PARIS bar, chef's hat: B1084 and Me Barthélémy COUSIN from the firm KL GATES, lawyer at the bar of

PARIS, chef's hat: L0010

RESPONDENTS**SA ALLIANZ IARD COMING TO EUROCOURTAGE GAN RIGHTS taken in the person of its legal representatives domiciled in this capacity at the said head office**
87 rue de Richelieu

75002 PARIS

SA AXA CORPORATE SOLUTIONS ASSURANCE taken in the person of its legal representatives domiciled in this capacity at the said headquarters

2-4, rue Jules Lefebvre

75009 PARIS

SIRET number: B39 922 735 4

CHUBB INSURANCE COMPANY OF EUROPE SE company incorporated under English law,**represented in France by its branch located at 52 rue de la Victoire 75009 PARIS**

106 Fenchurch Street

EC3M 5NB LONDON (UNITED KINGDOM)

ZURICH INSURANCE PUBLIC LIMITED COMPANY company under law Irish, represented in France by its branch located at 112 avenue de Wagram 75017 PARIS

Zurich House, Ballsbridge Park

Ballsbridge Park

DUBLIN 4 (IRELAND)

Enforceable copies
issued to the parties on

:

STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 2nd page

Company LIBERTY MUTUAL INSURANCE EUROPE LIMITED legal company English, represented in France by its branch located at 5 boulevard de la Madeleine 75001 PARIS

2 Minster Court, Mincing Lane

EC3R 7YE LONDON (UNITED KINGDOM)

ACE EUROPEAN GROUP LIMITED company incorporated under English law, represented in France by its branch located at 8 avenue de l'Arche 92419 COURBEVOIE

100 Leadenhall Street

EC3A 3BP LONDON (UK)

Represented by Me Jeanne BAECHLIN of SCP Jeanne BAECHLIN, lawyer at the bar from PARIS, toque: L0034

Assisted at the hearing by Me Matthieu PATRIMONIO from RAFFIN Associés, lawyer at the PARIS bar, toque: P133

INTERVENING PARTIES

HIS GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS, public limited company Turkish, with the international trade name GOLDAS JEWELRY

INDUSTRY IMPORT EXPORT INC., Headquartered at Keresteciler Sitesi Ihlamur Sokak No. 4-6 Merter ISTANBUL, TURKEY, taken in the person of his legal representatives domiciled in this capacity at the said headquarters

Keresteciler Sitesi Ihlamur Sokak No. 4-6 Merter

ISTANBUL - TURKEY

SA GRANAT MADENCILIK VE TICARET AS GRANAT MADENCILIK VE TICARET AS (formerly GOLDAS KIYMETLI MADENLER TICARETI AS), a public limited company under Turkish law, with registered office at Keresteciler Sitesi

Sedir Sok. Erdem Han. No. 12 Kat. 2 No. 7 Merter, Güngören, ISTANBUL, TURKEY, taken in the person of its legal representatives domiciled in this audit quality

Keresteciler Sitesi Sedir Sok. Erdem Han. No. 12 Kat. 2 No.

7 Merter, Güngören

ISTANBUL, TURKEY

SA JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS (formerly MEYDAN DOVIZ KIYMETLI MADEN TICARET AS), a public limited company incorporated under Turkish law

the registered office is located at Tekstilkent A-4 Blok No. 48/1 Esenler, ISTANBUL, TURKEY, taken in the person of its legal representatives domiciled in this audit quality

Tekstilkent A-4 Blok No. 48/1 Esenler

ISTANBUL, TURKEY

Company GOLDAS LLC GOLDAS LLC, company limited by law Emirates headquartered at 86426, Dubai, Hor Al Anz East, DUBAI, UNITED ARAB EMIRATES, taken in the person of its legal representatives domiciled in this capacity at said head office

86426, Dubai, Hor Al Anz East

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 3rd page

SA GOLDART HOLDING AS GOLDART HOLDING AS, a limited company of Turkish law, with registered office at Keresteciler Sit. Ihlamur Sok. No.4-6 Merter, ISTANBUL, TURKEY, taken in the person of its domiciled legal representatives in this capacity at the said headquarters

Keresteciler Sit. Ihlamur Sok. No.4-6 Merter
ISTANBUL, TURKEY

Represented and assisted at the hearing by Me François BERTHOD from AARPI ARTEMONT, lawyer at the PARIS bar, toque: R0289

COMPOSITION OF THE COURT:

The case was debated on April 06, 2021, in open court, before the Court made of :

Mrs Béatrice CHAMPEAU-RENAULT, President of the Chamber

Mrs Lydie PATOUKIAN, Advisor

Mr. Julien SENEL, Advisor

who deliberated on it, a report was presented at the hearing by Mrs Béatrice CHAMPEAU-RENAULT under the conditions provided for by article 804 of the French Civil Procedure.

Clerk, during the debates : Mrs Joëlle COULMANCE

STOP:

- contradictory

- by making the judgment available to the Registry of the Court scheduled for 22 June 2021 and

extended to June 29, 2021, the parties having been previously notified under the conditions provided for in the second paragraph of Article 450 of the Code of Civil Procedure.

- signed by Béatrice CHAMPEAU-RENAULT, President of the Chamber and by Joëlle COULMANCE, Clerk present during the delivery.

SOCIETE GENERALE (hereinafter referred to as SG) is a banking establishment of international scope whose activity includes in particular an activity and expertise recognized both on the world gold market and on the Turkish market.

She said she had been approached by the GOLDAS group, which brings together several companies

Turkish companies specializing in jewelry and trading (including trading) of metals precious, domiciled mainly in ISTANBUL and DUBAI.

It has thus signed several "Bullion Consignment Agreements" (hereinafter referred to as BCA), with the GOLDAS companies relating to the delivery of gold for the benefit of companies

GOLDAS with a view to their acquisition.

It benefited from annual insurance coverage called "All Risks Bank", with a global scope of 110 million euros, covering damage to property and fraud risks, made up of three successive lines, with (6) insurers SA

AXA CORPORATE SOLUTIONS ASSURANCE (hereinafter referred to as AXA), SA ALLIANZ IARD (hereinafter ALLIANZ), SA ZURICH INSURANCE IRELAND

PUBLIC LIMITED COMPANY (hereinafter ZURICH), CHUBB INSURANCE COMPANY OF EUROPE SE, (hereafter CHUBB), SA LIBERTY MUTUAL INSURANCE EUROPE LIMITED (hereinafter LIBERTY) and the ACE EUROPEAN GROUP LIMITED (hereinafter ACE).

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 4th page

Between January 3, 2008 and February 15, 2008, SG purchased over USD 326 million d'or (price on February 18, 2008).

Relations between the parties then deteriorated, as the GOLDAS group could not no longer honor the bank's payment requests.

In March and April 2008, SG lodged a complaint against the GOLDAS group, in TURKEY, in DUBAI and ENGLAND, arguing that the gold entrusted had been sold in full, mainly on ISTANBUL GOLD EXCHANGE, and diverted for a total of 15,725 tonnes of gold bars belonging to it, without any consideration, in violation of contracts BCA concluded.

There followed a long dispute between SG and the GOLDAS group and multiple proceedings before the Turkish criminal and civil courts, as well as before the English courts.

Wishing to bring into play the guarantees of the insurance policy, the SG declared the loss on May 29, 2008.

The present dispute thus arose out of the refusal of the insurers to compensate SG, under the policy

" *All Bank risks* ", the financial consequences of the damage it claims to have suffered.

Consequently, citing fraud committed by the managers of the GOLDAS companies and covered under the aforementioned policies, which would have caused it prejudice, the bank

summoned his insurers in order to obtain their condemnation to pay him a total sum of 107,000,000 euros up to their participation in the insurance program.

Considering the judgment dated February 16, 2017 of the Commercial Court of PARIS having

in particular rejected the SG of all its requests, and having ordered it to pay, on the one hand, to SA AXA the sum of 237,949 euros, on the other hand, to SA ALLIANZ, the company

under English law ACE, the company under Irish law ZURICH, the company CHUBB and the company

under English LIBERTY law the sum of 50,000 euros each;

Considering the appeal lodged by the SG by electronic declaration of March 16, 2017;

Having regard to the last writings at the bottom of the SG notified to the court by electronic means

December 2, 2019 requesting the condemnation of the insurance companies to pay him various sums in application of the guarantees subscribed in its insurance policy " *All bank risks* " ;

Having regard to the last submissions on the merits notified to the court by electronic means
on 31

January 2020, by the respondents: ALLIANZ, AXA, CHUBB, ZURICH, and LIBERTY there essentially opposing;
Having regard to the closing order of February 3, 2020 setting the date for the hearing of the pleadings at June 30, 2020 then given the health crisis due to Covid 19, the postponement of this hearing on November 3, 2020;
Considered, after the closing order, the service on September 17, 2020 by four companies of the GOLDAS group of a constitution of lawyer also bearing "summons for communication of conclusions and documents";
Considering the conclusions of voluntary intervention of the same companies on September 30, 2020 reiterating their summons to communicate and, in any event, asking them to say admissible in their accessory voluntary intervention, see rejecting the SG and confirm the judgment;

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 5th page

Having regard to the conclusions served on November 2, 2020 by the same companies for the same purposes;

Having regard to the referral of the case during the hearing on November 3, 2020, for pleadings on the merits at the hearing on April 6, 2021;

Considering the voluntary intervention of a company GOLDART HOLDING AS (another company of the group) on November 4, 2020, for the same purposes;

In view of the incident conclusions of the five companies of the GOLDAS group notified by electronic on November 5, 2020 then those notified on February 14, 2021 requesting pre-trial adviser see:

* give notice to the intervening company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS that it withdraws from its incident;

* order the SG to communicate to the four other parties intervening in the proceedings its latest writings as well as all the documents it reports within three days from the pronouncement of the order to intervene and, after this period, under penalty of 30,000 euros per day of delay for a period of three months;

* order the companies ALLIANZ, XL INSURANCE COMPANY SE, CHUBB, ZURICH AND LIBERTY to communicate to the same parties their latest submissions as well as

that the documents to which they refer within three days of the pronouncement of the order to intervene;

* judge that the order to intervene will be enforceable at the sole sight of the minute;

* order the SG to allocate to the four intervening companies a total sum of 5,000 euros for the irrecoverable costs of the incident;

- order SG to pay the costs of the incident.

In view of the incident findings notified electronically on February 11, 2021 by the SG who asks the pre-trial advisor to:

* to receive it in its writings and to say them well founded;

- * stay the decision on requests for communication of conclusions and documents of companies intervening pending a judgment from the PARIS Court of Appeal ruling on the admissibility of the voluntary interventions of these companies;
- * reserve the costs and the irrecoverable costs of article 700 of the code of civil procedure;
- * reject all other requests from said companies.

Having regard to the conclusions of the incident notified electronically on February 15, 2021 by the five

insurance companies that ask the remediation advisor to:

- * stay the decision on the request for disclosure of documents pending a court ruling on the admissibility of voluntary interventions by Turkish companies;
- * reserve the costs.

In view of the order issued on March 8, 2021 on an incident by the advisor for state having noted that the intervening company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT withdraws its incident, stay of ruling on all of the requests made in connection with the incident by other Turkish companies pending of the decision to be made before the court on the admissibility of their interventions voluntary, said to take place in application of article 700 of the code of civil procedure and reserved the costs.

On March 19, 2021, the parties were informed that the hearing on April 6, 2021 would be dedicated

the admissibility of voluntary interventions by Turkish companies.

Having regard to the conclusions notified electronically on April 2, 2021 by the five companies

Turkish people, who ask the court for the visa of articles 16, 325, 330, 554, 802 and 803 of the code

of civil procedure, Article 6.1 of the European Convention for the Protection of of man and fundamental freedoms, together article 16 of the code of procedure civil, from:

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 6th page

- rule inadmissible the conclusions and documents notified by the appellant after the order closing, and in particular its conclusions of February 11, 2021;

Subsidiarily and before saying right on the admissibility of voluntary interventions,

- order the parties: SG, ALLIANZ IARD, XL INSURANCE COMPANY SE, CHUBB INSURANCE GROUP LIMITED, ZURICH INSURANCE PUBLIC LIMITED COMPANY and LIBERTY MUTUAL INSURANCE EUROPE LIMITED to communicate to the parties intervening in the proceedings their submissions on the merits as well as the documents

produced in support of the said writings within eight days of the delivery from the stop to intervene;

Very secondarily,

- receive the additional voluntary intervention of companies intervening in support of claims of the respondent companies;

- dismiss the SG of all of its claims;

- order the companies SG, ALLIANZ IARD, XL INSURANCE COMPANY SE, CHUBB INSURANCE GROUP LIMITED, ZURICH INSURANCE PUBLIC LIMITED

COMPANY and LIBERTY MUTUAL INSURANCE EUROPE LIMITED to communicate to the parties intervening in the proceedings their latest submissions as well as the documents produced in support of these writings within eight days of the pronouncement of the stop to intervene;

- order the SG to allocate them a global sum of 5,000 euros for costs unrepeatable;

- reserve the costs.

Having regard to the conclusions notified electronically on April 1, 2021 by the company XL

INSURANCE COMPANY SE under the rights of AXA, SA ALLIANZ under the rights of GAN EUROCOURTAGE IARD, the company CHUBB EUROPEAN GROUP SE, under the rights of CHUBB EUROPEAN GROUP PLC formerly CHUBB EUROPEAN GROUP LIMITED coming with the rights of the CHUBB INSURANCE COMPANY OF EUROPE SE, the company ZURICH PUBLIC

LIMITED COMPANY and the company LIBERTY MUTUAL INSURANCE EUROPE LIMITED, who ask the court to:

- rule on the right of voluntary intervention by GRANAT companies

MADENCILIK VE TICARET AS, JAKANA TEKSIL FONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC and GOLDART HOLDING AS;

- reserve the costs.

Having regard to the conclusions of inadmissibility notified on April 6, 2021 by the SG which asks

the court, to the visa of articles 32-1, 117, 122, 330, 554 and 784 (old) of the code of procedure

civil, from:

- receive it in its present writings and say it well founded;

- say that the voluntary interventions of the companies GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS, GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING AS are motivated by an intention to harm and therefore abusive;

- say that the company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS is inadmissible for lack of the right to act;

- say that the companies GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING AS do not demonstrate the capacity to sue;

- declare inadmissible the voluntary interventions of GOLDAS companies KUYUMCULUK SANAYI ITHALAT IHRACAT AS, GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING;

JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING;

- condemn in solidum the GOLDAS KUYUMCULUK SANAYI ITHALAT COMPANIES IHRACAT AS, GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING to pay him 10,000 euros each under Article 700 of the Code of Procedure civil;

- condemn in solidum THE GOLDAS KUYUMCULUK SANAYI COMPANIES ITHALAT IHRACAT AS, GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC AND GOLDART HOLDING to bear the entire costs.

For a fuller account of the facts, claims and means of the parties, please refer to defer to their conclusions notified above in accordance with Article 455 of the Code of Civil Procedure.

REASONS FOR DECISION

On the capacity to sue the company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS in compulsory liquidation

The company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS was placed in compulsory liquidation following a judgment rendered by the court of BAKIRKOY on 27 June 2019 (case n ° 2019/153 E.-2019/697 K; extract from the Turkish official bulletin) and the

enforcement office n ° 1 of this court is now in charge of this procedure (case n ° 2019/70 Iflas).

The SG maintains that in Turkish law as in French law, the judicial liquidation of a company automatically entails divestment for the debtor of the administration and disposal of his property, his rights and actions being exercised by the judicial liquidator of so that she no longer has the capacity to sue.

Turkish society, for its part, claims its ability to act by asserting that the only effect immediately after the bankruptcy judgment is the publication of the said judgment and the establishment of the list of receivables.

Pursuant to article 226 of the Turkish Code of Enforcement and Collective Procedures, the powers of the debtor are transferred to the liquidation administrator, including the ability to initiate or participate in legal proceedings. SG also produces debates two judgments of the 3rd civil chamber dated June 10, 2020 and the 10th civil chamber dated October 6, 2020 of the Turkish Court of Cassation, including the translation

free is not contested, and from which it follows that: "*the powers of the bankrupt over his assets are*

limited from the declaration of bankruptcy by application of article 226 [of the code of execution and bankruptcy], that it follows that the legal representative of the bankruptcy is administration of the bankruptcy, that as a result of these provisions, from the declaration of bankruptcy, the ability to participate in legal proceedings and to become justice no longer belongs to the bankrupt but to the administration of the bankruptcy, that is to say the officers of

administration of bankruptcy in ordinary liquidations pursuant to Articles 226 to 229 of the Enforcement and Bankruptcy Code, in simplified liquidations, it is the Bankruptcy Office which has this power of representation (article 218) .

As a result, the former corporate officers of the company GOLDAS KUYUMCULUK

no longer have the capacity to represent her in court since June 27, 2019, the date on which she was declared bankrupt. This company is therefore inadmissible for default. capacity to act.

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° **RG 17/05678** - N ° **Portalis 35L7-V-B7B-B24A3** - 8th page

On the other hand, nothing makes it possible to identify the lack of capacity to sue invoked by

the SG of the other companies of the GOLDAS group.

On the admissibility of the SG's findings of inadmissibility

The other four Turkish companies claim the inadmissibility of the conclusions filed on February 11, 2021 by the SG on the basis of article 802 of the code of civil procedure which provides (former article 783):

" After the closing order, no conclusion can be filed nor any exhibits produced at the debates, under penalty of inadmissibility declared ex officio.

However, requests for voluntary intervention, conclusions relating to rents, arrears, interest and other accessories due and disbursements made until the opening of the debates, if their count cannot be the subject of any dispute serious, as well as requests to revoke the closure order.

Are also admissible, the conclusions which tend to the resumption of the proceedings as they stand.

where it was when it was interrupted . "

The SG, however, rightly replies that the conclusions taken by it on February 11, 2021 after the closing are perfectly admissible since they have no other purpose than to defend due to the occurrence of a post-closing event and respond to voluntary interventions and conclusions notified by Turkish companies.

On the admissibility of the voluntary interventions of the four other Turkish companies, In support of their request, the Turkish companies argue that:

- the SG requested and obtained as a precautionary measure from the British courts on March 15

and April 2, 2008 two worldwide orders for the seizure of their assets; these measures were followed by innumerable complaints and various procedures at the initiative of the SG at their against, and this in various countries; none of these complaints and proceedings were successful and

almost a decade after the events, the British justice ordered in 2017 the release of all assets seized, decision confirmed on appeal in 2018; various procedures are still pending before several courts in connection with the aforementioned facts;

- the debate relating to the admissibility of an act or a part constitutes a dispute which cannot be exempted from the principle of contradiction codified in Article 16 of the Code of Civil Procedure ; it is therefore necessary to order, before saying right on the admissibility of the

voluntary interventions, communication of documents and writings exchanged in the instance;

- their voluntary interventions formed in appeal, including after the order closing but before the opening of the debates, are admissible on the basis of Article 554 of the Code of Civil Procedure;

- they demonstrate an interest, both moral and material, for the preservation of their rights to intervene as an accessory to this procedure in order to support the companies insurance whose claims they support;

- consequently, they request on the basis of the principle of contradiction provided for in Article 16 of the Code of Civil Procedure that an injunction be made to the parties to the proceedings to communicate to him their latest writings as well as all the documents to which they refer within 8 days from the delivery of the judgment.

SG claims inadmissibility of the accessory voluntary interventions of the five companies Turkish people mainly arguing that:

- carried out in the last days of a procedure that stretched over more than six years, these voluntary interventions are a diversion from adversarial proceedings and civil procedure French;

- the objective displayed by the GOLDAS group is unambiguous: it is not a question of support in good faith the arguments of insurers, but to draw information from documents produced by SG to initiate actions against it judicial outside FRANCE and thus attempt to harm it, thus characterizing an abuse of the right to go to court; the GOLDAS group has indeed set up a website entirely

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 9th page

devoted to his fight against SG including many untruths and disparaging remarks against the bank; the objective is to damage its image and more generally, to damage to any person who is closely or remotely related to him;

- it is not justified in what its voluntary interventions work for the conservation of its rights or in support of the claims of insurers;

- in any event, failing to have requested the revocation of the closure, GOLDAS is inadmissible to use documents in the context of these proceedings;

Insurance companies go to court on the admissibility of the intervention voluntary from GOLDAS companies. They specify, however, that the SG has always shown reluctant to disclose the information and acts corresponding to the procedures opposing him to GOLDAS and that his communication remained fragmentary. They add to be

unrelated to the ongoing civil and commercial litigation between the GOLDAS companies and the SG, the only debate opposing them to the SG being a debate on the dispute of the meeting the conditions of the insurance contract taken out by the bank (and the failure of this in the burden of proof as such).

So,

Under the terms of Article 802 of the Code of Civil Procedure, requests for intervention volunteers formed after the end of the investigation but before the opening of the debates are admissible.

Article 554 of the Code of Civil Procedure provides that: "Can intervene in question of appeal when they have an interest in it the persons who were neither parties nor represented

in the first place (...)". The admissibility of voluntary intervention is not subject to the evolution of the dispute.

Under the terms of Article 325 of the Code of Civil Procedure: "Intervention is not admissible only if it is linked to the claims of the parties by a sufficient link "and article 330 specifies that: "*Intervention is incidental when it supports the claims of a party. It is admissible if its author has an interest, for the preservation of his rights, to support this part.*"

It follows that the voluntary intervention of a third party in the proceedings is admissible from the moment where the intervener has the quality of third party, that is to say that he is neither a party nor represented, where he has capacity and power to sue, and where he avails himself of a legitimate, personal and sufficient, direct or indirect, material or moral, justifying its participation in the procedure. In this particular case, SG has subscribed to an "All Risks Banks" insurance program which includes a "Fraud" component which implies for the insured to demonstrate the meeting of conditions setting the object of the guarantee, namely in particular: the existence of a "*Fraud*", Which implies the commission of an intentional act qualified as a criminal matter, of which he would result for its author (s) a profit and the fact that this related to the goods insured.

It is common ground that the Turkish companies were neither parties nor represented in the first instance.

It is established that they are at the heart of the legal fact that is the subject of the dispute and that they justify of a moral as well as material interest in supporting the claims of insurance companies respondents.

Indeed, when the accusation of having committed acts is brought against them seriously prejudicial of a penal nature, within the meaning of French law as of Turkish law, they have the greatest moral interest in intervening in the proceedings and supporting the companies insurance respondents.

They also justify a material interest. Indeed, they ignore both materiality and the characterization of the facts presented by the bank in the present proceedings and the sole fact

that they plan to seek the responsibility of the SG who would have deliberately caused harm by bringing countless legal actions around the world abusively, or by concealing certain information is not necessarily such as to demonstrate an abuse of rights.

At the stage of voluntary intervention by Turkish companies, SG shows no abuse of law in supporting the claims of respondent parties whose legitimacy has been recognized by the court of first degree.

Moreover, if the exercise of any legal action can degenerate into abuse, this hypothesis constitutes, where applicable, an event giving rise to civil liability that may give rise to repair.

It is inferred from this that the Turkish companies justify an interest in the conservation of their rights, to support the respondent insurance companies and their voluntary interventions linking the claims of the parties by a sufficient link, they will be declared admissible.

On the request for disclosure of documents and conclusions
Voluntary intervention in a proceeding being a legal claim, its author becomes a party to this proceeding.

The judge must, in all circumstances, himself observe and observe the principle of contradiction enacted in article 16 of the code of civil procedure. He cannot hold back, in his decision, means, explanations and documents relied on or produced by the parties only if they were able to debate it contradictorily. This requirement follows also the right for everyone to have their cause heard fairly within the meaning of Article 6.1 of the European Convention for the Protection of Human Rights and fundamental liberties.

Article 132 of the Code of Civil Procedure provides that: "*The part which refers to a document undertakes to communicate it to any other party to the proceedings. must be spontaneous*" and article 133 of the same code provides that: "*If the communication of documents is not made, the judge may be asked, without form, to order this communication*".

It is therefore up to the parties to communicate "to any other party to the proceeding" the documents they report as well as their writings through spontaneous communication. Otherwise, it will be up to them to refer an incident to the pre-trial advisor alone. competent to exercise the powers necessary to communicate, obtain and production of parts.

It is therefore appropriate as it stands to revoke the closing order and to refer the matter back to

the pre-trial hearing on October 11, 2021 at 1 p.m. so that the parties can communicate their documents and exchange their conclusions under the supervision of the pre-trial advisor.

The parties' claims based on the provisions of article 700 of the code of civil procedure.

The costs will be reserved.

Paris Court of Appeal
STOP OF JUNE 29, 2021

Pole 4 - Room 8

N ° RG 17/05678 - N ° Portalis 35L7-V-B7B-B24A3 - 11th page

FOR THESE REASONS

The court, ruling in the last resort by contradictory judgment rendered by making available to the graft,

Declares the company GOLDAS KUYUMCULUK SANAYI ITHALAT IHRACAT AS inadmissible in its voluntary intervention for lack of capacity to act;

Declares admissible the conclusions of SOCIETE GENERALE dated February 11 2021;

Declares the companies GRANAT MADENCILIK VE TICARET AS, JAKANA TEKSTIL

KONFEKSIYON URETIM VE TICARET AS, GOLDAS LLC and GOLDART HOLDING AS admissible in their voluntary interventions;

Orders the revocation of the closing order and remits the matter to the setting hearing as of October 11, 2021 at 1 p.m. so that the parties can proceed to the communication of their documents and the exchange of their conclusions under the control of the

pre-trial adviser;

Rejects the parties of their requests based on the provisions of article 700 of the code of civil procedure.

Reserve costs.

The clerk,

President,