Cash Management Services Agreement

Sumitomo Mitsui Banking Corporation Brussels Branch

This Agreement is entered into between Sumitomo Mitsui Banking Corporation Brussels Branch and the company ("Customer") whose details are set out on the Execution page at the end of this Agreement. It takes effect from the last date of signature set out on the Execution page. As used in this Agreement, the terms "we", "us", "our", "Bank" and "SMBC" refer to the Sumitomo Mitsui Banking Corporation Brussels Branch. The terms "you" and "your" refer to the Customer. Defined expressions used in the Agreement shall be interpreted in accordance with Appendix 1 of the General Terms of Use Schedule.

1)   Scope of this Agreement

This Agreement governs the corporate "Cash Management Services" (the "Services") that we provide to you, including:

  i.   Strong Customer Authentication
 ii.   E-Moneyger®
iii.   Isabel
iv.   Host-to-Host

2)   Additional terms in Schedules to this Agreement

  (a)   The terms and conditions set out in the following schedules ("Schedules") are incorporated by reference in this Agreement:

  i.   General Terms of Use Schedule
        This sets out terms and conditions that apply generally to your use of the Service.

 ii.   Legal and Regulatory Provisions Schedule
        This sets out additional terms and conditions that apply as a result of providing the Services to you from our office in Belgium.

iii.   Strong Customer Authentication Schedule
        This sets out additional terms and conditions that apply where you use specific Cash Management Services where SCA must be applied.

iv.   E-Moneyger® Schedule
        This sets out additional terms and conditions that apply when you use our "E-Moneyger®" Service.

 v.   Isabel Schedule
        This sets out additional terms and conditions that apply when you use the "Isabel" Service.

vi.   Host-to-Host Schedule
        This sets out additional terms and conditions that apply when you use our "Host-to-Host" Service.

(b) Any inconsistency between this Agreement and the Schedules, or among the Schedules, will be resolved in accordance with the following priorities:

i.   Each Schedule has priority over the terms set out in this Agreement.
ii. The Legal and Regulatory Provisions Schedule has priority over the other Schedules.
iii. The Strong Customer Authentication Schedule has priority over the E-Moneyger® Schedule, and both have priority over the General Terms of Use Schedule.

3) Fees

The Customer shall pay fees to the Bank for the provision of Cash Management Services in accordance with the terms defined in this Agreement and the associated Schedules. The Bank may debit the account specified in the Service Schedule or, if no such account is specified, any account of the Customer with such fees when they are due. This Agreement does not affect any rights or obligations of any party arising under any other Agreements in relation to the payment of interest, fees, costs, expenses or other amounts.

4) Dispute Resolution

(a) <u>Mediation</u>. Should any dispute arise between you and us relating to this Agreement and if, following the good faith negotiation of the dispute, it cannot be resolved, the parties will consider using mediation to settle such dispute.

(b) <u>Court proceedings</u>. Should we be unable to resolve the dispute following mediation, or if we do not wish to use, or continue to use, mediation to resolve a dispute, either you or we may bring suit with respect thereto in the Courts of Brussels. You agree that such courts have exclusive jurisdiction to hear the dispute, and agree not to file any motion or pleading seeking to dismiss the suit on the grounds that such courts do not provide an appropriate or convenient forum for hearing the dispute. This Clause is for our benefit only. To the extent allowed by law, we may take proceedings in any other court and concurrent proceedings in any number of jurisdictions.

(c) <u>Agent for Service</u>. If you do not have a registered office in Belgium, you hereby irrevocably appoint the person named as Process Agent on the Execution page below as your agent to receive and acknowledge service on your behalf of any claim form, application notice, order, judgment or other notice of legal process in Belgium. If for any reason that agent (or its successor) no longer serves as your agent for this purpose, you shall promptly appoint a successor agent and notify us thereof. Until we receive such notification we shall be entitled to treat the agent named below (or its said successor) as your agent for the purposes of this Clause 4). You agree that any such legal process shall be sufficiently served on you if delivered to your agent at its address for the time being in Belgium whether or not such agent gives notice thereof to you.

5) Governing Law

This Agreement (including any non-contractual disputes and claims that arise out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the laws of Belgium.

Execution Page

Your execution of this Agreement must comply with the execution formalities required by law for your entity type. You should let us know if your execution block below could be adapted for this purpose. Each authorised signatory signs as agent for you and thus not in a personal capacity.

In addition to your execution of this Agreement, we ask that you tick the box next to each Service you want us to provide to you. The terms of the Schedule which is relevant to that Service, as selected below (and, where requested by that Schedule, as duly executed) are incorporated by reference in this Agreement.

E-Moneyger®		Isabel	
Host-to-Host			

(Please add 'X' next to the Service you wish to use)

Name: Sumitomo Mitsui Banking Corporation Brussels Branch
Address: Rue Montoyer 51 Box 6, 1000 Brussels, Belgium

Signature of Authorised Signatory:

Print name: Print Name:
Title: Title:

Date: Date:

Please sign below to confirm your acceptance of this Agreement.

Company name:

Company Address:

Signature of Authorised Signatory: *(2nd Authorised Signature, if required)*

Print name: Print Name:
Title: Title:

Date: Date:

Process Agent (if required)

Name of Agent:

Signature of Authorised Signatory:

Address:

Print name: Fax:
Title: Email:
Date: Attn: