

Cash Management Services Agreement - Legal and Regulatory Provisions Schedule

Sumitomo Mitsui Banking Corporation DIFC Branch - Dubai

This Schedule is supplemental to the Cash Management Services Agreement (the “Agreement”) between Sumitomo Mitsui Banking Corporation DIFC Branch - Dubai and the Customer. It sets out additional terms and conditions that we need to include in order to comply with legal and regulatory provisions that apply in the DIFC. Expressions defined in the Agreement have the same meanings in this Schedule.

1. Regulations

Sumitomo Mitsui Banking Corporation DIFC Branch – Dubai (‘SMBC DIFC Branch – Dubai’) is licensed by the Dubai International Financial Centre Authority (Registered No. 185) and regulated by the Dubai Financial Services Authority (‘DFSA’) (Reference No. F000223) to carry out certain Financial Services.

In connection with the provision by SMBC DIFC Branch - Dubai of any product or service, SMBC DIFC Branch – Dubai may take or omit to take any action it considers necessary or desirable to ensure compliance by any SMFG Group company (meaning, (i) Sumitomo Mitsui Financial Group, Inc., (ii) Sumitomo Mitsui Banking Corporation and (iii) any of their respective subsidiaries and affiliates (including SMBC DIFC Branch - Dubai)) with the rules and guidance contained in the DFSA Rulebook, and any other relevant laws, rules, regulations, sanctions, procedures, notices, directions, policies and guidance.

The services contained in the Agreement will be provided by SMBC DIFC Branch - Dubai in the DIFC pursuant to its DFSA license to accept deposits.

2. Exceptions to Limitation of Liability

Nothing in Clause 12 of the General Terms of Use Schedule or otherwise in the Agreement shall exclude or in any way limit any person's liability to you for (i) fraud, (ii) death or personal injury caused by its negligence (including negligence as defined in the DIFC Unfair Terms Law (DIFC Law No.6 of 2015) (as amended from time to time)), (iii) gross negligence or (iv) any liability to the extent the same may not be excluded or limited as a matter of law or regulation.

3. Third Party Rights

No third party shall have any rights or claims against us under this Agreement including under Part 10 of the DIFC Contract Law (DIFC Law No.6 of 2004).