

Cash Management Services Agreement

General Terms of Use

Schedule

Sumitomo Mitsui Banking Corporation DIFC Branch - Dubai

This Schedule is supplemental to the Cash Management Services Agreement (the “Agreement”) between the Bank and the Customer. Expressions defined in the Agreement have the same meanings in this Schedule.

1) Use of Services

- (a) You access and use our various Cash Management Services (“Services”) through a number of gateways including our corporate Internet site, www.smbcgroup.com. When you begin to use a particular Service, you also agree to be legally bound by all of the terms and conditions stated in the Agreement applicable to that Service. You may select additional Services or delete existing Services in the future by informing us in writing. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to process or facilitate “Instructions” for or on behalf of any third party without obtaining our prior written consent.
- (b) By using our Cash Management Services, you agree to the terms and conditions set forth in the Agreement. You understand and acknowledge that the Services are accessed through the use of various Identifying Information, Authentication Passcodes, Digital Tokens or other Security Devices and that we are entitled to rely upon any “Instructions” provided or initiated by anyone using these Identifying Information, Authentication Passcodes, Digital Tokens or other Security Devices and treat such “Instructions” as having been authorised and approved by you.

2) Instructions

- (a) Reliance. We will rely on the information and “Instructions” you transmit to us (collectively, “Instructions”) provided in connection with your use and access of the Services. In connection therewith we will assume that any “Authorised Representative” or otherwise using these Identifying Information, Authentication Passcodes, Digital Tokens or other Security Devices has been authorized to provide “Instructions” to us.
- (b) Use of Account or Other Identifying Number. You understand that we routinely rely on account numbers or other identifying numbers in executing payment orders. If you issue “Instructions” containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely on such number without inquiry of you or other verification, even if such “Instructions” contain a name or other information that may be inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a payment or transfer order. Similarly, we may rely on the identifying or account number as the correct identification of the beneficiary when we receive incoming payment orders. You agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

- (c) Cancellation or Amendment. If you ask us to amend or cancel any “Instruction” and your request complies with our internal procedures as in effect from time to time, we will use reasonable efforts to comply with your request prior to executing your Instruction. We will not be liable to you, however, if we fail for any reason to amend or cancel your Instruction.
- (d) No Action on Instruction. We shall not be obligated to act upon any “Instruction”:
- i. which is not in accordance with our internal procedures (or those of any Related Bank, defined below), as in effect from time to time;
 - ii. for which we are not able to obtain any necessary authentication;
 - iii. which would result in a debit to any of your accounts with us or any Related Bank, defined below, exceeding the available funds in such account and any pre-established credit limit;
 - iv. which would exceed any credit or other limit established for you by us from time to time;
 - v. which is incomplete or ambiguous;
 - vi. which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; or
 - vii. if, in our sole judgment, your financial condition is impaired or we suspect fraud or an unlawful activity may occur in connection with any Service.
- (e) Notice. If we reject or do not act upon your Instruction, we shall notify you within a reasonable time by telephone, facsimile, electronic transmission or overnight mail, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice or the requested transaction.
- (f) Verification. You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which is not received by us.
- (g) Instructions Received After Cut-Off Time. If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Business Day, then the Instruction shall be deemed to have been received on the next Business Day.
- (h) Unauthorised Transactions and Breaches of Security Procedures. If at any time, you become aware of any unauthorized transactions being made and/or any breach of any security procedures, you must notify us immediately and without undue delay and in any event no later than thirteen (13) months after the transaction date.
- (i) Changes. From time to time, you may change information you have provided to us in connection with the Services. We may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us, signed by your authorized representative and have had a reasonable opportunity to act on such notice(s).

3) **Statements, Notices, Confirmations**

- (a) Statements. We shall provide you with periodic statements and notices and, as applicable, transaction confirmations for the Services you use. You will be deemed to have received information made electronically available on the date the information is available for access by you.
- (b) Your Obligation. You agree to examine promptly all statements, transaction confirmations and other notices, which we or other banks send or make available to you. If there is a discrepancy or error (“Error”) reflected in any statement, notice or transaction confirmation produced by us and you fail to notify us of the Error, (i) in the case of any statement or notice, within sixty (60) calendar days of your receipt of such statement or notice or, (ii) in the case of a transaction confirmation, by the next Business Day after receipt

of such transaction confirmation, we shall have no liability to you for any additional loss including, without limitation, any loss of interest, resulting from your failure timely to report such Error. If you notify us orally, you shall promptly confirm the notification in writing.

- (c) **Limitation of Liability.** You shall be entirely precluded from asserting any Error against us, and we shall have no liability to you of any kind for any Error, if you fail to notify us of such Error within sixty (60) calendar days after you receive the statement, notice, or transaction confirmation produced by us reflecting such Error.
- (d) **Multi-Bank Statement Services.** Periodically other third party banks or financial institutions may provide balance and statement reports to you and we may arrange for these reports to be made available to you through our Cash Management Services. By signing the Agreement, you agree that the Bank and its affiliates shall not be liable or responsible for, and makes no representation as to the accuracy, reliability or completeness of, any information contained in any such multi-bank statement reports provided by a third party bank or financial institution. The terms and conditions of the Agreement apply without limitation to the provision of such multi-bank statement services, including (for the avoidance of doubt) the right of the Bank to terminate such service at any time at its discretion as contemplated by paragraph (b) of Clause 9.

4) **Our Retention of Records**

We may, but are not required by the Agreement to, maintain records, including computer files and other electronic records, of any transactions, Instructions, communications or other acts or omissions relating to the Services provided to you and may retain such records for so long as we deem appropriate. Any such records retained by us may be made available to you, at our discretion, subject to payment by you of any costs and expenses reasonably incurred by us in doing so.

5) **No Extension of Credit; Fund Transfer; Set-off**

- (a) **Your Obligation.** If a Service involves a debit to any of your accounts with us (a “Fund Transfer”), you shall have in your deposit account the required amount of available funds to enable us to make the debit. Nothing in the Agreement shall constitute, or shall be deemed to constitute, a commitment by us to extend credit or grant overdraft privileges to you or any other person, nor shall any course of dealing between you and us constitute, or be deemed to constitute, any such commitment or grant. We shall have no obligation to make any funds available to effect any payment being made by or to you in utilizing any of the Services. At no time shall we be required to overdraw your account, even if we have allowed you to do so on one or more prior occasions.
- (b) **All Items Subject to Final Payment.** All non-cash deposits are posted to your account subject to our receipt of “final payment” from the bank or other person on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned “insufficient funds” or “account closed”; or if an item is returned after final payment, we will charge your account for the amount of the item, for any interest earned on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the chargeback of a returned item or a bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your account a service charge for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. If we must pay any fees to collect an item you have deposited, we will charge the fees to your account and we may impose a service charge for the collection. We may immediately, but shall not be obligated to, charge-back to any of your accounts the amount of any returned item or debit or credit entry, and you shall be liable to us for such amount

until paid to us. If we credit your account for any Fund Transfer, the credit we give you is provisional until we receive final credit for the Fund Transfer through our Correspondent Bank or other applicable payment system. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the Fund Transfer, and we may charge any account you have with us for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the Fund Transfer.

- (c) Set-off. We shall have a contractual right of set-off against your deposits and other property, now or in the future in our possession, for your obligations to us under the Agreement. We may exercise our right of set-off without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the set-off on our books and records at a later time. Any exercise by us of our rights under this Clause shall be without prejudice to any other rights or remedies available to us under the Agreement or otherwise.

6) Accounts

In performance of the Services it may be necessary for us to establish accounts on your behalf at other banking institutions with whom we have established a contractual relationship. Unless otherwise indicated in the Agreement, any reference to an "Account" in the Agreement shall refer to any of your accounts at the "Bank" or any accounts we have established at any other banking institution (each a "Related Party") for the purpose of providing the services.

7) Confidentiality

- (a) Your Confidentiality Obligations. All computer programs, data bases, equipment, trade secrets, processes, proprietary data, documentation, user manuals and related materials or information provided by us to you in connection with the Agreement are confidential and are owned exclusively by us or by the third parties from whom we have secured the right to use such items (collectively, "Confidential Information"). You shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to your employees on a need-to-know basis. Upon termination of the Agreement, you shall return all Confidential Information to us.
- (b) Breach. Any breach or threatened breach of this Clause will cause immediate irreparable injury to us and you agree that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy such breach without limiting our right to other remedies available in the case of such a breach. We may apply to a court for preliminary injunctive relief, permanent injunctive relief and/or specific performance but such application shall not abrogate our right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.
- (c) Our Confidentiality Obligations.

We will treat personal and business information which you provide to us, and information concerning the accounts held with us, in the course of the Services as private and confidential. We may share this information with our affiliated companies. We may share necessary information with our service providers in order to carry out transactions initiated by you. We will restrict their use of such information for any purpose other than carrying out these transactions and providing the services requested by us. We may share this information when we are legally required to do so, such as with law enforcement authorities, or as directed by court order. We may also share this information to prevent fraud, with our accountants and lawyers as required for them to carry out their responsibilities to us, with our regulators as requested by them and for other similar purposes. We will not sell or transmit this information to third parties to allow them to solicit you or provide the information to them for their own independent use. We

may, however, share selected information with our business partners in order to deliver products and services you have requested and in order to communicate with you about us, our products and services.

8) Taxes

You are responsible for paying all taxes, however designated, levied or based upon the Services, but excluding taxes based upon our net income or assets.

9) Termination

- (a) Your Right to Terminate. You may terminate the Agreement at any time by providing notice to us specifying an effective date and time of termination (which must be not less than 30 days after the date of the notice). You will be obligated for all fees and charges associated with your use of the Services up to and including the effective date and time of termination. You may not use the Services after the effective date and time of termination.
- (b) Our Right to Terminate. We may terminate the Agreement, or any specific Service provided by us hereunder, at any time by providing notice to you specifying an effective date and time of termination (which must be not less than 30 days after the date of the notice). We may also terminate the Agreement, or any Service provided by us hereunder, immediately in the event you fail to fulfill any covenant or obligation required of you hereunder or under any other agreement you have with us or with any of our affiliated companies or if we determine that your financial condition has deteriorated or if required by law, or when your company is or becomes insolvent, commences negotiations with any of its creditors as a result of any financial difficulties, is unable to pay its debts as they fall due, presents or has presented against it in any court or before any relevant authority any petition, application or order for receivership, liquidation, administration or any similar procedure in any jurisdiction or an insolvency official (public or private) is appointed or becomes responsible for managing the affairs of your company. We may terminate the Agreement when all the accounts you have with us which use the Services have been closed. You will be obligated for all fees and charges associated with your use of the Services up to and including the effective date and time of termination. You may not use the Services after the effective date and time of termination.
- (c) Certain Continuing Obligations. Notwithstanding any such termination, the Agreement shall continue in full force and effect as to all transactions for which processing has been commenced by us and all rights and liabilities arising prior to such termination. This Clause and Clauses 3(c), 4, 5, 7(a), 11, 12, 14, 15, and 16 of this Schedule, and Clauses 4 and 5 of the Agreement shall survive termination. Save as otherwise provided by this Clause, all rights and obligations of the parties shall cease to have effect immediately upon termination of the Agreement.

10) Amendment

- (a) From time to time we may change the Services that we make available to you under the Agreement, including adding new or withdrawing any existing Services. We will provide you with written notice of any such changes to the available Services. Any withdrawal of a Service which we are already providing to you shall be governed by Clause 9 (*Termination*) of this Schedule.
- (b) You agree that we may modify the terms and conditions set out in the Agreement, including in any addenda, documentation and specifications relating to any specific Service, from time to time at our discretion. We will provide you with notice of any such modifications and a date (which will be a date not earlier than thirty days from the date of the notice we provide) when they will become effective (the "Effective Date"). You may elect not to accept the modifications, and in such event (unless we agree otherwise), you must terminate the Agreement or, in the case of any amendments to any applicable addenda, documentation and/or specifications, your use of the specific Service to which the modifications

relate, and notify us accordingly. Your continued use of any Service we provide to you after the Effective Date will constitute your consent and agreement to the relevant modifications.

11) Limitation of Liability

- (a) Unauthorized Transactions. We shall have no liability to you for any unauthorized transfer made using the SCA and/or security procedures that occurs before you have notified us of possible unauthorized use. You may be responsible for losses resulting from any unauthorized use of the Services if you have acted fraudulently, failed to notify us of any suspected breach or if you act without reasonable care (which may apply if you do not comply with your obligations under Clause 2 (*Instructions*)).
- (b) Altered Transactions. We shall incur no liability for acting upon and carrying out the Funds Transfer Instructions we receive, even if the information we receive has been altered during transmission, regardless of the events or circumstances leading to the alteration, including without limitation, your failure (1) to access our online corporate banking Services using a personal computer on which virus protection software has been installed, (2) to update virus signature files promptly when updates become available from the manufacturer of the virus protection software, and (3) to immediately install updates to browser software as such updates become available from the manufacturer.
- (c) General Limitations on our Liability. You agree that the Bank, any of its parents, subsidiaries or affiliates, and any third party providers engaged by the Bank to perform any of the Services connected with the Agreement shall have no liability to you under or in connection with the Agreement, or any collateral agreement, whether arising in or caused by a breach of contract, tort (including negligence), breach of statutory duty or otherwise, save as expressly provided or contemplated in paragraph (d) of this Clause.
- (d) Indirect and consequential losses. In no event shall we (or any other party with whom we may be claimed to be jointly liable) be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including, without limitation attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (including, without limitation, dishonor of checks or other items), whether or not the possibility or likelihood of such damage was known or contemplated by us.
- (e) No representations. We make no representations or warranties of any kind, express or implied, in connection with any of the Services or any software or equipment we may supply to you; any condition, warranty, representation or other term which might otherwise be implied into or incorporated in the Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby expressly excluded.
- (f) Third Party Rights. No third party shall have any rights or claims against us under the Agreement.

12) Indemnification

- (a) Indemnity. You agree to indemnify us and each of our respective shareholders, directors, officers, and employees, and the shareholders, directors, officers and employees of our affiliated companies (the "Indemnified Parties") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all legal fees) which any Indemnified Party may incur or which may be asserted against any Indemnified Party in connection with or arising out of the matters referred to in the Agreement (including, but not limited to, our taking actions, carrying out transactions or relying upon information initiated or provided by you) by any person, entity or governmental authority (including any person or entity claiming derivatively on your behalf).

- (b) Exception. You shall have no obligation or liability under this Clause for any loss of profit or consequential loss or damage of any kind suffered by an Indemnified Party, or to the extent that any losses, damages, liabilities, costs or expenses suffered or incurred by an Indemnified Party arise out of or result from any gross negligent, fraudulent or willful act or omission of or by the Indemnified Party or its employees.

13) Force Majeure

We shall have no responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of our obligations under the Agreement resulting from acts, omissions, or inaccuracies of third parties not under our reasonable control, acts of God (including, but not limited to, fire, floods, or adverse weather conditions), labour disputes, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond our reasonable control.

14) Notices

Unless otherwise stated in the Agreement, all notices required by the Agreement or by law to be given by you or us shall be sent by first class mail, overnight courier service, hand delivery, fax, electronically, or other agreed-on means, and will be effective upon delivery. All such notices shall be delivered to the address shown at the end of the Agreement. We may provide notice electronically to you by fax or secure email to your "Authorised Representative". Either you or we may change addresses by written notice to the other. Any notice provided as set forth above shall be conclusively presumed to have been received by the party to which it is sent: on the next following Business Day, if sent by overnight courier; on the fourth Business Day after the day sent by mail; when received in legible form, if sent by fax; or, on the Business Day of delivery, if sent by hand delivery or electronic transmission.

15) Assignment; Successors

Neither party may assign any of its rights or delegate any of its obligations hereunder without prior written consent of the other party, except we may assign the Agreement or any part of it to any of our affiliates upon written notice to you, and we may contract with others to provide all or any part of the Services. The Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

16) Miscellaneous Provisions

- (a) Entire Agreement. The Agreement (together with the various addenda and schedules referred to herein) constitutes your and our entire agreement with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements, either oral or in writing. Your account and other services you obtain from us will be subject to the account agreement and the other agreements relating thereto.
- (b) Writing. The Agreement, together with the various addenda, schedules or notices provided hereunder may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically.
- (c) Defined Terms and Interpretation. Terms defined in the Agreement shall, unless otherwise defined therein, have the same meaning in any addenda, documentation or specifications. Any reference to the Agreement includes the relevant addenda, documentation and/or specifications provided by us in connection with the Agreement. "Business Day" for the purposes of the Agreement includes any day (other than a Saturday or Sunday) when we are open for general business in Dubai. Any reference to a "party" is to a party to the Agreement and also includes a reference to that party's successors and permitted assigns. A "person" includes a natural person, corporate or unincorporated body (whether or

not having separate legal personality). A reference to any party shall include that party's successors or permitted assigns. A provision of law is a reference to that provision as amended or re-enacted.

- (d) Headings. The headings in the Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.
- (e) Severability. In the event that any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall not be affected or impaired thereby.
- (f) No Waiver. Except for changes made in accordance with the Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of the Agreement, and no such deviation shall constitute a waiver of any of either our or your rights or obligations. Any waiver by either you or us of any provision of the Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.
- (g) Counterparts. The Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of the Agreement but all of which together constitute one and the same instrument. The Agreement shall not be effective until each party has executed at least one counterpart.

APPENDIX 1. DEFINITIONS AND INTERPRETATION

Term	Description
Agreement	The “Agreement” or “Cash Management Services Agreement” governs the use of the Corporate Cash Management Services provided by “The Bank” to its Corporate Customers
Authentication Passcode	“Authentication Passcode” means the unique password, PIN or other identifier which helps to confirm the identity of the Customers “Authorised Representative” to the “Service”
Authorised Representative	“Authorised Representative” refers to the corporate customer employee who has been delegated authority to use the “Service”
Bank	“Bank” or “The Bank” refers to the SMBC Group Branch, Subsidiary or affiliate namely SMBC, SMBC Bank International plc (SMBC BI), and SMBC Bank EU AG where the Customer’s Accounts are held in EMEA.
BCSA	“BCSA” or “Bank Created System Administrator” is a role delegated by the “Customer” to one or more of their “Authorised Representatives” who accepts receipt of the security devices and Authentication Passcodes from the Bank, and is responsible for performing the initial and on-going user access management to the Service by its Company’s Authorised Representatives.
Confidential Information	“Confidentiality Information” includes all computer programs, databases, Digital Tokens, equipment, trade secrets, processes, proprietary data, documentation, user guides, user manuals and related materials and information provided by the “Bank” to the “Customer” in connection with the “Agreement”
Consent	“Consent” refers to the authority given from one party to another. This is typically referred to in the “Agreement” as Consent being provided by the “Customer” to the “Bank” to access their accounts using a specific “Cash Management Service” or is implied when the “Customer” delegates authority to an “Authorised Representative” who will actually use the “Service”.
CSA	“CSA” or “Company System Administrator” is a role delegated by the “Customer” to one or more of their “Authorised Representatives” who is responsible for performing the initial and on-going user access management to the Service by its Company’s Authorised Representatives.
Customer	The Corporate Customer who holds at least one Deposit Account with “The Bank” and who wishes to access that account using one or more Cash Management Services.
DFSA	Dubai Financial Services Authority – The independent regulator of financial services conducted in or from the DIFC.
DIFC	Dubai International Financial Centre - The Dubai International Financial Centre is an independent jurisdiction under the UAE Constitution, with its own civil and commercial laws distinct from those of the wider UAE.
Digital Tokens	“Digital Tokens” refer to the Mobile Authenticator App or the Hardware Token supported by the “Bank” which the “Customer” must use as part of the “SCA” “Service” when accessing or using specific “Cash Management Services”
Effective Date	“Effective Date” is the date when an “instruction” alteration, modification or cancellation will apply.
E-Moneyger®	“E-Moneyger®” is the Cash Management Service provided by “The Bank” to its Customers to access their accounts with “The Bank”

Error	“Error” means any discrepancy, inaccuracy or activity which is believed to be incorrect on the customer account as represented on any statement, transaction confirmation, or report via the “Service”
Fund Transfer	“Fund Transfer” refers to any payment initiated from your account held with the “Bank”
Hardware Token	“Hardware Token” is the physical version of the “Digital Token” which is used to perform “SCA”
Identifying Information	“Identifying Information” are the credentials, user ID, or user name which helps to confirm the identity of the Customers “Authorised Representative” to the “Service”
Indemnified Parties	“Indemnified Parties” are the shareholders, directors, officers and employees of the “Bank” and the shareholders, directors, officers and employees of our affiliated companies.
Instructions	“Instructions” refer to any form of information or request submitted by the “Customer” electronically via a Cash Management Service. This can include Login, Consent, Approvals, information requests and payment submissions and approvals.
Mobile Authenticator App	“Mobile Authenticator App” is the mobile phone application version of the “Digital Token” which is used to perform “SCA”
Primary Contact	“Primary Contact” person means the person at the Customer side who is primarily responsible for receiving service related notifications from the Bank and communicating such changes to its “Authorised Representatives”.
Related Bank	“Related Bank” applies when the “Customer” has provided the “Bank” with authority to create accounts in their name with other Financial Institutions in order to support a specific Cash Management product.
SCA	“SCA” or “Strong Customer Authentication” refers to the Service provided by the Bank for Customers to correctly identify themselves and their “Authorised Representative” when accessing or using particular Cash Management Services.
Schedule	The “Schedule” is supplementary to The “Agreement” and governs the use of a specific “Service” or defines specific terms or legal context as part of the “Agreement”
Services	“Services” or “Cash Management Services” refers to the electronic means by which an account can be accessed by the “Customer” which is supported by “The Bank”