

Notice to Customers of Sumitomo Mitsui Banking Corporation

For the purposes of this Notice to Customer (hereafter “this Notice”), all Branches, representative offices and subsidiaries of Sumitomo Mitsui Banking Corporation (“**SMBC**”) (including SMBC Brussels Branch, SMBC Dusseldorf Branch, SMBC London Branch, DIFC Branch – Dubai, (“**SMBC DIFC Branch**”)), SMBC Bank EU AG & Branches (including in Amsterdam, Dublin, Frankfurt, Madrid, Milan, Paris and Prague) and SMBC Bank International plc (“**SMBC BI**”) (including SMBC BI London and SMBC BI Paris), operating in the Europe, Middle East and Africa (“**EMEA**”) region are collectively referred to as the Bank. Please refer to [Appendix A](#) for the regulatory and registration information for each SMBC entity.

This Notice is given to each person (a “**Customer**”) to whom the Bank provides any product or service and/or with whom the Bank enters into any transaction.

Unless otherwise explicitly noted, the use of the term Bank throughout this Notice will be understood and taken to mean the SMBC entity providing the customer with the relevant product and/or service.

In the event of any conflict between a provision of this Notice and an express term of any other agreement between the Bank and the Customer, the relevant term in that other agreement shall prevail unless legally unenforceable.

Applicable only to Customers of SMBC BI Paris – This Notice is an integral part of the terms and conditions for the opening of the client’s account. Therefore, the Customer is deemed to consent to the general notices and additional notices for investment business as provided in the present Notice.

Applicable only to Customers of SMBC Brussels Branch – The provisions of this Notice govern the entire business relationship between the Customer and the Bank. In addition, particular business relations (such as payments, accounts) are governed by special provisions which contain deviations from or complement the provisions of this Notice. The Customer opts for the English language for the purposes of pursuing the business relationship with the Bank and for any correspondence between the Customer and the Bank.

Applicable only to Customers of SMBC DIFC Branch – Capitalised terms referenced in sections specific to SMBC DIFC Branch not otherwise defined in this Notice are used in the context as defined in the Glossary Module of the Dubai Financial Service Authority (“**DFSA**”) Rulebook.

GENERAL NOTICE

1. Regulations

In connection with the provision by the Bank of any product or service, the Bank may take or omit to take any action that it reasonably considers necessary or desirable to ensure compliance by any SMFG group company, meaning, (i) Sumitomo Mitsui Financial Group, Inc., (“**SMFG**”) (ii) Sumitomo Mitsui Banking Corporation and (iii) any of their respective subsidiaries and affiliates, with all relevant laws, rules, regulations, notices, procedures, policies and guidance (together “**Regulations**”).¹ For example:

- SMBC BI London, SMBC London Branch – the rules and guidance in the Financial Conduct Authority (“**FCA**”) and Prudential Regulatory Authority (“**PRA**”) handbooks;

¹ The ultimate parent entity for SMBC

- SMBC Paris BI – the rules and guidance in the FCA and PRA handbooks, the Autorité des Marchés Financiers (“AMF”), the Autorité de Contrôle Prudentiel et de (“ACPR”), and the Financial Services Agency of Japan (“FSA”);
- SMBC Brussels Branch – the rules and guidance of the Banque Nationale de Belgique (“NBB”) and FSMA (“Financial Services and Markets Act”); and
- SMBC DIFC Branch – The rules and guidance contained in the DFSA Rulebook (the “DFSA Rules”)

Applicable only to Customers of SMBC Brussels Branch – The Customer confirms that it is not a consumer in the sense of article I.1,2° of the Belgian Code of Economic Law. The Customer hereby agrees that the contractual opt-outs referred to in articles VII.26 and VII. 54 of the Belgian Code of Economic Law will be exercised to the fullest extent and hence, that the provisions applicable to consumers in the Belgian Code of Economic Law of 28 February 2013, such as, but not limited to, Title 3 of Book VII (“Payment Services and Credit”), do not apply.

2. Prevention and Detection of Financial Crime

The Customer shall provide the Bank with any information it may reasonably request for any SMFG group company to undertake action considered necessary to comply with any Regulations relating to the prevention or detection of financial crime (including, but not limited to, Anti-Money Laundering, Counter Terrorism Financing, Sanctions, Tax Evasion, Fraud, and Anti-Bribery and Corruption). If such information relates to the Customer’s own due diligence on a third party, the Bank may decide to rely on such due diligence and requests that the Customer notifies the Bank if it does not consent to such reliance. The Bank further requests that the Customer notifies it of any failure to comply with any applicable anti-bribery and corruption laws and regulations and of any conviction or charge relating to financial crime committed or in formal proceedings substantially alleged to be committed by it or its officers.²

Applicable only to Customers of SMBC Brussels Branch – The Customer has, when applicable, obtained, verified, and recorded identification information about each person or underlying Customer on whose behalf the Customer is acting, in accordance with Regulations, EU Directives and Financial Action Task Force (“FATF”) standards concerning “Know Your Customer” and the prevention of money laundering and the financing of terrorism.

SMBC shall not accept any liability for the transmission of information of whatever nature to the Belgian Financial Intelligence Processing Unit or to any competent and authorised private individual or organisation working in connection with combating money laundering or the financing of terrorism, nor as regards the direct or indirect consequences of the provision of such information, for example following opposition to such a transaction by the persons mentioned above.

Applicable only to Customers of SMBC Paris BI – The Bank is committed to the highest ethical standards in terms of Anti-Money Laundering, Counter Terrorism Financing, Sanctions, Tax Evasion, Fraud, Anti-Bribery and Corruption and Financial Crime in general. The Customer commits to take all necessary measures to comply at all times with all laws and regulations applicable in France with regards to these matters. The Customer commits not to associate the Bank with any business related to countries to which FATF calls for countermeasures. The Customer shall provide the Bank with any information the Bank may request for SMFG group to comply with any laws and regulations relating to the prevention or detection of Financial Crime (including but not limited to Fraud, Money Laundering, Sanctions and Tax Evasion).

² For SMBC BI London and SMBC London Branch this includes the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977. For SMBC Brussels Branch this includes the Belgian law of 18 September 2017 preventing money laundering and financing of terrorism and limiting the use of cash.

The Bank further requests that the Customer notifies the Bank of any failure to comply with any applicable laws and regulations related to Financial Crime and of any conviction or charge relating to Financial Crime committed or alleged to be committed by the Customer or its employees.

Applicable only to Customers of SMBC DIFC Branch – The Customer agrees that they shall immediately notify SMBC DIFC Branch of any failure by them to comply with any applicable sanctions regime as well as fraud, money laundering, terrorist financing, bribery and corruption laws and regulations, (including, but not limited to, relevant UAE Federal anti-money laundering, counter terrorist financing and anti-bribery laws, their implementing regulations and the Anti-Money Laundering Module of the DFSA Rules). The Customer also agrees that they shall immediately notify SMBC DIFC Branch of any conviction or charge relating to financial crime committed or in formal proceedings substantially alleged to have been or being committed by it or its officers.

3. Information Sharing

The Bank may transmit to any SMFG group company any information regarding the Customer's accounts, or any product or service provided to the Customer, or the Customer's business, if the Bank reasonably thinks it necessary to do so to comply with its contractual and legal obligations and in accordance with applicable data protection laws in each jurisdiction of operations and the Data Privacy Notice for Customers, Suppliers and Agents ("**Data Privacy Notice**") available on the [SMBC website](#).

The Bank may disclose any information regarding the Customer's accounts, or any product or service provided to the Customer, or the Customer's business, including confidential and price-sensitive information, to its professional advisers, auditors, service providers and to any person to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, provided that any person receiving the information is either informed in writing by the Bank that the information is confidential and/or price-sensitive where applicable or the recipient is subject to professional obligations or otherwise bound to maintain the confidentiality of the information.

Applicable only to Customers of SMBC Brussels Branch and SMBC EU AG & Branches – Such information may be used for credit assessment, market research, product analysis, audit, sanctions screening, "know-your-customer" checks or detection of crime (in particular anti-money laundering) and if required by law or for the performance of the contractual relationship. In addition, the Bank may disclose such information to its regulators and other public authorities if so required or (to the extent permitted by law) requested to do so.

Applicable only to Customers of SMBC Paris BI – Banking Secrecy rules

Pursuant to article L.511-33 of the French *Code monétaire et financier*, the Bank (including any of its employees, directors, or any member of its boards of directors) is bound by banking secrecy rules, which means that the Bank is prohibited from disclosing to any third party all confidential information which it is privy to in their professional capacity.

However, article L.511-33 of the French *Code monétaire et financier* provides for exceptions to the banking secrecy, inter alia:

- (i) disclosure to, inter alia, the ACPR, the Bank of France, judicial authorities acting in the course of criminal proceedings (the "Authorized Persons");
- (ii) disclosure to certain recipients listed in article L.511-33 of the French *Code monétaire et financier*, such as rating agencies for the purpose of rating financial products, or persons

with which the Bank negotiate, enter into, or carry out the transactions specifically listed hereafter (provided that such information is necessary for the purpose of such transactions):

- (A) credit transactions carried out, directly or indirectly, by one or more credit institutions or financing companies;
 - (B) transactions involving financial instruments, guarantees or insurance, for the purpose of hedging a credit risk; (C) the acquisition of a stake in, or of control over, a credit institution, an investment firm or financing company; (D) sales of assets or of a business;
 - (E) assignments or transfers of receivables or contracts;
 - (F) services provision agreements entered into with a third party in order to entrust such party with significant operational tasks;
 - (G) in the course of reviewing or drawing up any type of contracts or transactions, provided that the entities concerned belong to same group as the author of the disclosure;
- (iii) disclosure on a case-by-case basis and subject to the express consent of the persons concerned.

Therefore, the Bank is released from this duty, either at the Customer's request or if provided so by law, in particular with regard to the ACPR, the Banque de France, the European Central Bank ("ECB"), the judicial authority acting in criminal proceedings or committees of inquiry or pursuant to any applicable law or regulation or legal authorities.

In addition, the Bank can be compelled to request authorization from the Authorized Persons before completing a Customer's transaction with regards to any legislative or regulatory provision which is in force relating to the fight against Money Laundering or to counter Terrorism Financing.

The Customer hereby expressly authorizes the Bank, for the purposes of Customer's management, prospection or implementation of outsourcing project, to disclose information regarding the Customer's bank accounts provided to the Bank through its bank account, or the Customer's business, including confidential and price-sensitive information, to its affiliates, professional advisers, auditors and sub-contractors within the limits necessary for the performance of the outsourced services, whether or not a resident in a Member State of the European Union or party to the agreement on the European Economic Area, provided that any person receiving the information is either informed in writing by the Bank that the information is confidential and/or price-sensitive where applicable or the recipient is subject to professional obligations or otherwise bound to maintain the confidentiality of the information. The said communications may involve a transfer of data to Japan or to any other State, whether or not the same is a member of the European Community.

Applicable only to Customers of SMBC DIFC Branch –The Customer agrees to the terms of the Data Privacy Notice. A copy of the Data Privacy Note can be located on the [SMBC website](#).

4. Data Protection

Any information relating to identifiable natural individuals ("**Personal Data**") the Bank holds will be used in accordance with applicable data protection laws in each jurisdiction of operation and the Data Privacy Notice. Before providing the Bank with Personal Data, the Customer should ensure that those individuals concerned are provided with a copy of the Data Privacy Notice and are particularly made aware:

- (i) of the Bank's identity as a data controller,

- (ii) that the Bank may use Personal Data as set out in the Data Privacy Notice and as part of its administration and operation of the Customer's account and that this may involve disclosure of the Personal Data and its transfer to countries outside the EEA, subject to suitable safeguards for such transfers, and
- (iii) that the data subject(s) concerned may have rights under applicable data protection laws.
- (iv) the Bank accepts Personal Data from the Customer on the express understanding that the Customer has advised the individual(s) concerned of points (i) - (iii) above and the Customer undertakes to provide a copy of the Data Privacy Notice to individuals.

The Bank ensures compliance with the principles of the General Data Protection Regulation (EU 2016/679) by setting out the obligations of the Bank and the rights of data subjects in the Data Privacy Notice on the [SMBC website](#). Before providing the Bank with Personal Data, the Customer should guarantee that those individuals concerned expressly agreed to their data being used and held by the Bank for the above purposes.

Applicable only to Customers of SMBC EU AG & Branches – The Bank will use Personal Data in performing its contractual obligations, functions and services and as required by the Regulations, in particular in respect of important public interest grounds such as the prevention or detection of crime (including, but not limited to, financial crime). The Bank may also, in connection with the above purposes, transfer Personal Data to any SMFG group company inside EEA and outside the EEA under and in accordance with applicable data protection laws and may be required to send to SMBC in Japan the names of directors, officers, board members, staff members or shareholders of its corporate Customers who are Japanese nationals or non-Japanese nationals (in the latter case, whether residing in Japan or otherwise) for screening checks.

Applicable only to Customers of SMBC Paris BI – Any information relating to identifiable natural persons ("**Personal Data**") the Bank holds will be processed in accordance with local applicable data protection laws and the Data Privacy Notice on the [SMBC website](#) for Customers, Suppliers and Agents ("**Data Privacy Notice**") as per GDPR (General Data Protection Regulation). Before providing the Bank with Personal Data, the Customer should ensure that the relevant individuals concerned have been provided with a copy of the Data Privacy Notice and have particularly been made aware:

- (i) of the Bank's identity as a data controller;
- (ii) that the Bank may use Personal Data as set out in the Data Privacy Notice and as part of its administration and operation of the Customer's account or the monitoring as mentioned under the article Monitoring of Telephone and Electronic Communication of this Notice and that this may involve disclosure of the Personal Data and its transfer to any country, including countries outside the EEA; and
- (iii) that the individual(s) concerned may have rights under applicable data protection laws, including the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object to the processing, which they may exercise as set out in the Data Privacy Notice.

The Bank collects Personal Data from the Customer on the express understanding that the Customer has advised the individual(s) concerned of points (i) – (iii) above and that the Customer undertakes to provide a copy of the Data Privacy Notice to individuals.

For Customers of SMBC DIFC Branch, points (ii) and (iii) above should be taken as follows:

- (ii) that SMBC DIFC Branch may use their Personal Data as set out in the Data Privacy Notice and as part of its administration and operation of the Customer's account, and that this may involve disclosure of the Personal Data and its transfer to any country, including countries outside the DIFC, the UAE and the EEA, subject to suitable safeguards for such transfers; and

(iii) that the individuals(s) concerned may have rights under applicable data protection laws to access some or all of their Personal Data SMBC DIFC Branch holds, and/or to have their Personal Data corrected if found to be inaccurate.

5. Settlement/Administration of Accounts

The Bank shall be entitled to process credits and debits to any account in such order and at such time of day as it shall determine.

Applicable only to Customers of SMBC Bank EU AG & Branches and SMBC Dusseldorf Branch – The Bank will process credits and debits to any account without undue delay in accordance with the law if not agreed otherwise with the Customer. For SMBC Dusseldorf Branch, this is normally on the same day.

6. Conflicts of Interest

The Bank maintains a Conflicts of Interest policy and has implemented procedures to identify, prevent, and manage any actual or potential Conflicts of Interest that may arise between the Bank, its managers, employees, other SMFG group companies and its Customers, or between one Customer and another (each, a “**Conflict**”). Where a Conflict is identified, the Bank will take appropriate steps to remove, prevent or manage such Conflict in order to prevent it from adversely affecting the interests of the Bank’s Customers and to ensure that Customers are fairly treated and not prejudiced by any such Conflicts of Interest. Where the Bank’s arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the Customer’s interests will not be prevented, the Bank shall clearly disclose on a durable medium the general nature and/or sources of the Conflict and the steps taken to mitigate those risks before undertaking business on the Customer’s behalf. The Bank’s Conflicts of Interest policy sets out the types of Conflicts which affect the Bank’s business and provides details of how these are identified, prevented or managed. A summary of the Bank’s Conflicts of Interest policy is available on SMBC’s website. No Conflict shall prevent any SMFG group company from being remunerated for the provision of any product or service or give rise to any liability of any SMFG group company provided that the nature and/or sources of Conflicts of Interest have been clearly disclosed to the customer and steps have been taken to mitigate any risk of damage to the Customer’s interests.

Applicable only to Customers of SMBC DIFC Branch – The Customer agrees and understands that SMBC DIFC Branch may have in place arrangements, which involve the payment or receipt by it of any fee, commission, or nonmonetary benefit to or from any person other than the Customer in connection with any product or service provided by SMBC DIFC Branch. To the extent permitted by the DFSA Rules and relevant laws, no Conflict shall prevent any SMFG Group company from being remunerated for the provision of any product or service or give rise to any liability for any SMFG Group company provided that the Conflict has been prevented or managed in accordance with any requirements under the DFSA Rules.

7. Monitoring of Telephone and Electronic Communications

The Customer acknowledges, expressly agrees, and authorises the Bank to record or monitor (mobile) telephone calls and electronic communications (including emails) for the purposes of training, quality assurance, confirming trades and complying with regulatory requirements and internal policies. The Customer is advised that the Bank may record telephone conversations without the use of a warning tone or other explicit notification. The Customer is further advised that all calls to and from the Bank’s Treasury Department, front office departments, settlement departments and the Business Operations department are recorded. Any recordings shall remain

the Bank's sole property. A copy of any recordings will be made available free of charge to the Customer, and the relevant regulatory authorities in accordance with the Regulations in each jurisdiction of operations, or to individuals in accordance with applicable local data protection laws.

Applicable only to Customers of SMBC DIFC Branch – The Customer acknowledges and expressly agrees that SMBC DIFC Branch may record and/or monitor telephone calls and electronic communications (including e-mails) for the purposes of training, quality assurance, confirming trades and complying with legal and regulatory requirements and internal policies. The Customer is advised that all calls to and from SMBC DIFC Branch are recorded. The Customer acknowledges and expressly agrees that SMBC DIFC Branch may record telephone conversations without the use of a warning tone or other explicit notification. Call recordings may be used as evidence of conversations held between the Customer and/or counterparties and SMBC DIFC Branch. Any recordings shall remain SMBC DIFC Branch's sole property. A copy of any recordings may be made available free of charge to the Customer, other relevant regulatory or supervisory authority in accordance with the Regulations, or to individuals in accordance with applicable data protection laws in the DIFC.

Applicable only to Customers of SMBC Bank EU AG & Branches and SMBC Dusseldorf Branch – Irrespective of other existing regulatory requirements for recordings, the Bank is obliged to arrange for recordings of telephone conversations or electronic communications (including email communication) involving investment services and the reception, transmission, and execution of client orders. This obligation of recording also applies if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. In any case the Customer will be informed before the recording about the recording and the possibility to object. If the Customer objects to the recording of telephone conversations or electronic communications where such investment services and activities relate to the reception, transmission, and execution of client orders, the Bank may not provide such services via telephone calls and electronic communication. Any recordings shall remain the Bank's sole property. The Bank will store the recordings for a period of five years; where requested by the competent authority for a period of up to seven years. A copy of any recordings will be available free of charge upon request of the Customer in accordance with the Regulations.

8. Complaints

The Bank is required to put in place internal procedures for handling complaints fairly and promptly, this being free of charge. A copy of the Bank's complaint handling procedure is available upon request. The Customer may submit a complaint to the Bank by letter, telephone, email or in person. The Bank will work with the Customer to resolve complaints in a timely manner. If requested, the Bank will provide the Customer with details of its complaints procedures, including when and how the Customer may be able to refer a complaint to the external Ombudsman (e.g., the Financial Ombudsman Service in the United Kingdom, *Médiateur de l'Autorité des Marchés Financiers* or *L'Autorité des Marchés Financiers* for investment services in France).

Applicable only to Customers of SMBC Brussels Branch – The Customer may submit a complaint to the Bank by letter sent to Rue Montoyer 51, box 6, 1000 Brussels, by email sent to the address compliance@be.smbcgroup.com or in person. In the event that the Customer is not satisfied with the Bank's handling of the complaint, it is entitled to refer its complaint to the independent Belgian Financial Ombudsman (<http://www.ombudsfin.be>).

9. Record Keeping

The Bank's records, unless shown to be manifestly wrong, will be conclusive evidence of the Customer's dealings with the Bank. The Customer shall not object to the admission of the Bank's records as evidence in any legal proceedings.

Applicable only to Customers of SMBC DIFC Branch – SMBC DIFC Branch maintains its records in line with applicable laws and regulation on record keeping.

10. Compensation

Applicable only to Customers of SMBC BI London and SMBC London Branch – The Bank is covered by the Financial Services Compensation Scheme (the "FSCS"), which is the compensation scheme for Customers of UK authorised financial services firms. Certain Customers may have the right to claim compensation from the FSCS in the event that they suffer a financial loss as a direct consequence of the inability of the firm to satisfy a claim made against it. This depends on the type of business and the circumstances of the claim. Subject to the terms of the FSCS, there are limits on the maximum compensation payable by the FSCS in relation to investment business or deposits. Further information is available from the FCA, PRA and the Financial Services Compensation Scheme at 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU or from the Scheme's official website at www.fscs.org.uk.

Applicable only to Customers of SMBC Dusseldorf Branch – SMBC is covered by the deposit protection scheme (Entschädigungseinrichtung deutscher Banken) which is the compensation scheme for customers of private commercial banks. The protection provided by the deposit protection scheme is limited to EUR 100,000 per eligible depositor per bank. Furthermore, SMBC is member of the Deposit Protection Fund (Einlagensicherungsfonds) of the Association of German Banks (Bankenverband) which secures the deposits of customers at the private commercial banks up to a ceiling of 20% of the relevant liable capital of the respective bank as at the date of the last published annual financial statements. The Deposit Protection Fund only covers deposits and depositors if and to the extent that these are not already covered by the deposit protection scheme. Further information is available from the website "einlagensicherungsfonds.de".

Applicable only to Customers of SMBC Brussels Branch – The Bank is covered by the Belgian Deposit Guarantee Scheme ("BDGS") (Fonds de garantie - Garantiefonds), which is the compensation scheme for customers of authorised financial services firms in Belgium. Certain Customers may have the right to claim compensation from the BDGS in the event that they suffer a financial loss as a direct consequence of the inability of the firm to satisfy a claim made against it. This depends on the type of business and the circumstances of the claim. Subject to the terms of the BDGS there are limits on the maximum compensation payable by the BDGS in relation to investment business or deposits. Further information is available from the Fonds de garantie - Garantiefonds at Avenue des Arts 30, 1000 Brussels or from the Scheme's official website at <https://www.fondsdegarantie.belgium.be>.

Applicable only to Customers of SMBC Paris BI – The Bank is covered by the French guarantee scheme, Fonds de Garantie des Dépôts et de Résolution (the "FGDR"), which is the compensation scheme for customers of France authorised financial services firms. Certain Customers may have the right to claim compensation from the FGDR in the event that they suffer a financial loss as a direct consequence of the inability of the Bank to satisfy a claim made against it. This depends on the type of business and the circumstances of the claim. Subject to the terms of the FGDR, there are limits on the maximum compensation payable by the FGDR in relation to investment business or deposits. Further information is available from the Fonds de Garantie des Dépôts et de Résolution, 65 rue de la victoire 75009 Paris France or from the Scheme's official website at <https://www.garantiedesdepots.fr>.

11. Updates to Notice

This Notice may be amended by the Bank from time to time by publishing a notice on SMBC's website. Amendments shall take effect on the date specified in the relevant notice.

Applicable only to Customers of SMBC DIFC Branch – This Notice may be amended by SMBC DIFC Branch from time to time. Amended Notices will be issued to Customers. Amendments shall take effect on the date specified in the relevant Notice.

Applicable only to Customers of SMBC Paris BI – In case of material changes, SMBC BI Paris may communicate by email to Customers any subsequent material changes to this Notice. Such material changes will take effect upon notification to the Customer.

Applicable only to Customers of SMBC Brussels Branch – Any material amendments to the provisions of this Notice will be notified to the Customer in writing and no later than 6 weeks before their entry into effect. The Customer's continued use of the Bank's services after entry into effect of the amendments to the provisions of this Notice constitutes acceptance of the relevant amendments with respect to this Notice.

12. Governing Law

Applicable only to Customers of SMBC BI London and SMBC London Branch – This Notice shall be governed by and construed in accordance with English Law.

Applicable only to Customers of SMBC DIFC Branch – This Notice shall be governed by and construed in accordance with the Laws of the Dubai International Financial Centre and SMBC DIFC Branch and the Client both submit to the non-exclusive jurisdiction of the DIFC courts.

Applicable only to Customers of SMBC BI Paris – This Notice shall be governed by and construed in accordance with French Law.

The Commercial Court (Tribunal de Commerce) of Paris has exclusive jurisdiction to settle any dispute arising out of or in connection with this Notice, relating to the validity, interpretation or execution of this Notice, where it cannot be resolved amicably between the Bank and the Customer.

Applicable only to Customers of SMBC Brussels Branch – This Notice shall be governed by and construed in accordance with Belgian Law.

Applicable only to Customers of SMBC EU AG & Branches and SMBC Dusseldorf Branch – This Notice shall be governed by and construed in accordance with German Law.

13. Inactive accounts – applicable only to Customers of SMBC BI Paris

The Bank identifies yearly the inactive accounts opened in its books as per French Eckert Law. When an account is considered as inactive, the Bank will inform by any means the account holder or its legal representative of the inactive account and the consequences of the inactivity. In the absence of response from the account holder, the Bank will send annually a letter to the account holder or its legal representative. After 10 years of inactivity the funds deposited on the account will be transferred to the Caisse des Dépôts et de Consignations (CDC).

The Bank publishes annually the total amount held on inactive accounts and the number of inactive accounts, along with total amount of funds transferred to the CDC and the number of related accounts.

14. Force Majeure – applicable only to Customers of SMBC Brussels Branch

Under no circumstances shall the Bank be held responsible or liable for any delay or failure in the performance or execution of its obligations towards the Customer in events of acts of God, acts of war or terrorism, civil unrest, strikes or labour disputes, embargoes, government or competent authorities' orders or a similar unforeseen occurrence or condition beyond our reasonable control.

15. Termination of relationship – applicable only to Customers of SMBC Brussels Branch

The Customer and the Bank may terminate their relationship at any time by mutual agreement. Either the Customer or the Bank may, at any time and without giving any reason, terminate some or all of the agreements concluded between them for an indefinite term by registered mail and with immediate effect. When exercising this right of termination, the Bank will give due consideration to the legitimate concerns of the Customer.

Notwithstanding the above, the Bank may, in the event the Customer does not respect its obligations in good faith or does so in such a way that the Bank's confidence in the Customer is threatened, decide to end the relationship immediately by registered mail. These reasons include, without being limited thereto: breach of contract, fraud or gross negligence on the part of the Customer, insolvency, bankruptcy, seizure, deterioration of financial situation, reasonable suspicion of fraud and summons for payment.

Fees and commissions charged in advance shall be repaid to Customers on a pro rata temporis basis.

16. Intellectual Property – applicable only to Customers of SMBC Brussels Branch

SMBC Group company names, tradenames, logos, all related trademarks and other intellectual property (including, but not limited to, communications and presentation/marketing material) are the property of respective SMBC Group companies and may not be reproduced, republished, distributed, transmitted, displayed, broadcast or otherwise exploited in any manner without express prior written permission.

17. Central Point of Contact – applicable only to Customers of SMBC Brussels Branch

The National Bank of Belgium ("NBB") is entrusted by law with the task of maintaining a Central Point of Contact ("CPC") to which financial institutions must communicate a list of their clients and proxy holders, the identification of the bank accounts owned or co-owned by their clients, and the types of contracts these clients have concluded. Under the Royal Decree of 6 June 2021, the information to disclose to the CPC has been extended to also include the balance of any bank or payment account and the aggregated balance of financial (investment) contracts twice a year, as of 30 June and as of 31 December.

The following information is disclosed to the CPC:

- The opening or closing of any bank or payment account;
- The IBAN-number and balance of any bank or payment account;
- Types of financial contracts, including the start date and end date of the contract.
- The aggregated balance of financial (investment) contracts;

- The granting or withdrawal of a proxy to one or more proxy holder, including the identity of the proxy holder;
- For legal persons: Crossroads Bank for Enterprises Enterprise number or, in case the former is not available: full name, legal entity form and country of incorporation; and
- For natural persons: identification number in the National Register of Natural Persons or, if the former is not available, the name, first name, place of birth (or, if not available, country of birth) and date of birth.

The CPC is mandated to process your information for the purpose of: (i) fiscal investigations, (ii) investigation of criminal violations, (iii) combatting money laundering, terrorism financing, and serious crimes, (iv) scientific and/or statistical purposes, and (v) to perform its tasks and obligations to serve the public interest in line with the law of February 22, 1998, provided that the conditions imposed by law are complied with.

The information disclosed will be stored at the CPC for ten years, and the NBB will maintain a list of information requests made to the CPC, for a period of two years.

You have the right to request to the CPC to review the data held in your name. In case the information held with the CPC appears to be incorrect or wrongly registered, you have the right to request SMBC Brussels Branch to make an appropriate correction or deletion. Should you require further clarification, please contact us at BEBRFCPC2@be.smbcgroup.com.

ADDITIONAL NOTICES FOR INVESTMENT BUSINESS

The additional notices below are defined in accordance with the relevant laws and regulations applicable to each jurisdiction in which the bank operates (e.g., FCA and PRA handbook, the French Financial and Monetary Code, etc.)

18. Customer Categorisation

Applicable only to Customers of SMBC BI London, SMBC London Branch and SMBC BI Paris The Bank will treat the Customer as either a professional client or an eligible counterparty. SMBC BI London, SMBC London Branch and SMBC BI Paris do not provide investment business products and/or services to Retail Clients. SMBC will notify the Customer of which categorisation it has attributed to the Customer by a separate client categorisation letter. The Customer is entitled to request a different categorisation.

Applicable only to Customers of SMBC Brussels Branch – For the purpose of investment services and products, the Bank will treat the Customer as either a retail, professional client, or an eligible counterparty. SMBC will notify the Customer of which categorisation it has attributed to the Customer by a separate client categorisation letter. The Customer is entitled to request a different categorisation.

Applicable only to Customers of SMBC EU AG & Branches and SMBC Dusseldorf Branch – The Bank will notify the Customer of which MiFID categorisation (retail or professional client or eligible counterparty) it has attributed to the Customer and the right that client has to request a different categorisation and about any limitations to the level of client protection that a different categorisation would entail by a separate client categorisation letter.

Applicable only to Customers of SMBC DIFC Branch – SMBC DIFC Branch will classify a Customer as either a ‘Professional Client’ or a ‘Market Counterparty’ (both as defined in the DFSA Rules). SMBC DIFC Branch does not provide products and/or services to Retail Clients. SMBC DIFC Branch will notify the Customer of its classification by a separate Customer classification letter. The Customer is entitled to request a different classification within 14 days of the date of the classification letter.

19. No Advice and Own Judgement

Unless otherwise agreed, the Bank shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to financial instruments. The Bank does not accept liability for any adverse tax implications of any product or service. The Customer represents that it has been solely responsible for making its own investigations into the risks associated with the Customer’s orders in relation to financial instruments and that it has sufficient knowledge, market sophistication, professional advice, and experience to evaluate those risks.

Applicable only to Customers of SMBC Brussels Branch and SMBC Dusseldorf Branch – Unless otherwise agreed or derived from the contractual relationship or stipulated by law, SMBC Bank shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to financial instruments. If such advice or recommendations were not agreed explicitly, derived from the contractual relationship, or stipulated by law SMBC Bank does not accept liability for any adverse tax implications of any product or service.

Applicable only to Customers of SMBC DIFC Branch – Unless otherwise expressly agreed, SMBC DIFC Branch shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to any financial product or financial service. To the extent permitted by the DFSA Rules and relevant laws, SMBC DIFC Branch does not accept liability for any adverse implications (including tax implications) of any of its products or services. The Customer warrants and represents that it is solely responsible for making its own investigations into risks associated with its own decisions or investments, that it has sufficient knowledge, market sophistication, experience, and that it has separately received professional advice in order to evaluate such risks. Accordingly, SMBC DIFC Branch gives no warranty as to any decisions made by the Customer or to the performance or profitability of their investments or in relation to any investment objectives that the Customer may have. Additionally, SMBC DIFC Branch shall not be liable for any error of judgement, or any loss suffered by the Customer in connection with any of their decisions or investments.

20. Instructions

The Customer may instruct the Bank by any means agreed from time to time, in each case via an officer of the Bank authorised to receive such instructions. The Bank shall be entitled to rely upon any instruction from the Customer which the Bank reasonably believes in good faith to be from a person authorised to act on the Customer's behalf. Instructions given by the Customer via email or other electronic means will constitute evidence of the orders and instructions.

Applicable only to Customers of SMBC Brussels Branch – Instructions given by the Customer via telephone, email or other electronic means will constitute evidence of the orders and instructions. The transmission of orders through electronic systems approved by the Bank are subject to specific agreements.

Applicable only to Customers of SMBC DIFC Branch – SMBC DIFC Branch will only receive instructions or orders from those persons authorised to communicate with SMBC DIFC Branch in accordance with existing written arrangements, which will remain effective until such time as SMBC DIFC Branch receives written cancellation of such persons' authority, regardless of entries to the contrary in any public register or otherwise. Where more than one person has been authorised in writing to provide instructions, orders or to communicate on the Customer's behalf, SMBC DIFC Branch will assume that each such person can exercise such authority alone, unless the Customer has provided written instructions to the contrary.

21. Best Execution

Applicable only to Customers of SMBC Brussels Branch – If the Bank has categorised the Customer as a professional client, or a retail client for SMBC Brussels Branch, the Bank will take all sufficient steps to provide best execution in relation to the Customer's orders in financial instruments in accordance with the Bank's order execution policy ("SMBC Group Order Execution Policy"). The Bank will need consent from the Customer who is classified as a professional client, or prior express consent from the Customer who is classified as a retail client, to the Bank order execution policy and to execute the Customer's orders in financial instruments outside of regulated markets, multilateral trading facilities and organised trading facilities in the European Economic Area (together "Trading Venues"). The Bank will seek this consent from such Customer through a separate side letter.

Applicable only to Customers of SMBC BI London, SMBC London Branch and SMBC BI Paris – If the Bank has categorised the Customer as a professional client, the Bank will take all sufficient steps to provide best execution in relation to the Customer's orders in financial instruments in accordance with the Bank's order execution policy. The Bank will need consent from the Customer who is classified as a professional client to the Bank's order execution policy and to execute the Customer's

orders in financial instruments outside of regulated markets, multilateral trading facilities and organised trading facilities in the European Economic Area (together “Trading Venues”). SMBC will seek this consent from such Customer through a separate side letter.

Applicable only to Customers of SMBC EU AG & Branches and SMBC Dusseldorf Branch– The Bank will take all sufficient steps to provide best execution in relation to the Customer’s orders in financial instruments in accordance with the Bank’s order execution policy. The Bank will provide appropriate information to the Customer on the Bank’s order execution policy and need prior consent from the Customer to the order execution policy and to execute the Customer’s orders in financial instruments outside of regulated markets, multilateral trading facilities and organised trading facilities in the European Economic Area. The Bank will seek this consent from such Customer through a separate side letter.

22. Confirmations and Periodic Reports

The Bank will provide the Customer with confirmations setting out the principal terms of each transaction in a financial instrument. Further information as required by regulations will be provided by the end of the following business day. The Bank will also send the Customer periodic reports on the services that the Bank provides where required by Laws and Regulations and taking into account the type and the complexity of the financial instruments involved and the nature of the services provided to the Customer.

23. Trade and Transaction Reporting

Under the Regulations, the Bank may be obliged to make information about certain transactions in financial instruments public and to report the details of transactions to the relevant competent authority in each jurisdiction of operations. The Customer acknowledges that it is responsible for making public any information relating to transactions which is the Customer’s obligation under the Laws and Regulations. If necessary, the Customer undertakes to provide in a timely fashion all such information (including, but not limited to, the Customer’s Legal Entity Identifier) and documentation and to promptly take all such action as the Bank may from time to time reasonably require to enable the Bank to fulfil any reporting requirement under this paragraph.

24. Charges

The Customer shall pay the Bank’s charges as agreed from time to time at the rates set out on its website. The Customer is also informed that the fees and charges applied by SMBC may be amended by SMBC from time to time if permissible under the relevant agreement.

25. Money received in the course of providing Investment Business to a customer

Applicable only to Customers of SMBC BI London, SMBC BI Paris and SMBC London Branch – In the event that the Bank receives and holds money from a Customer whilst providing designated investment business to that Customer, the Customer should be aware that (1) the money held for that Customer is held by the Bank as banker and not as trustee under the client money rules; and (2) if the Bank fails, the client money distribution and transfer rules will not apply to these sums and so the Customer will not be entitled to share in any distribution under the client money distribution and transfer rules.

Applicable only to Customers of SMBC DIFC Branch – Where SMBC DIFC Branch holds any money on behalf of the Customer in the course of, or in connection with, the carrying on of Investment Business (as defined in the Conduct of Business Module of the DFSA Rules), SMBC DIFC Branch will hold any such money as a bank, rather than as a trustee. Therefore, the Customer acknowledges

and agrees that any such Customer money will not be held in accordance with the DFSA's Client Money provisions.

SMBC Order Execution Policy

For customers receiving investment products and/or services only – please find the appropriate Order Execution Policy on the SMBC website in the ‘Order Execution’ section of the following page:

<https://www.smbcgroup.com/emea/notices-reporting/mifid-ii>

The order execution policy applies to business conducted with Professional and Retail clients of SMBC Group in the EEA. Please note that this policy does not apply to Eligible Counterparties unless agreed otherwise. It is designed to inform SMBC Group's clients on how transactions are executed to provide a general understanding of SMBC Group's dealing arrangements by product type in line with the best execution requirements as defined under the European Union Second Markets in Financial Instruments Directive and United Kingdom Second Markets in Financial Instruments Directive.

SMBC Group will need to obtain your prior consent to the policy and your express consent to executing any orders outside of a trading venue. This will be done via a separate consent pack. The policy is reviewed on an annual basis or where there is a material change that affects our ability to obtain best execution.

Summary of Conflicts of Interest Policy

SMBC Group, together with other SMBC entities operating in the EMEA region, is required to maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage conflicts of interest.

For customers receiving investment products and/or services only – please find the appropriate summary of the Conflicts of Interest Policy on the SMBC website in the ‘Conflicts of Interest’ section of the following page:
<https://www.smbcgroup.com/emea/notices-reporting/mifid-ii>

General Description of the Nature and Risks of Financial Instruments

For customers receiving investment products and/or services only – please find the General Description of the Nature and Risks of Financial Instruments on the SMBC website:

<https://www.smbcgroup.com/emea/images/SMBC/media/SMBC/pdf/mifidii-fi-risks.pdf>

Letter to Dealers/Brokers/Investors of SMBC

The following applies only to customers (Dealers/Brokers/Investors of SMBC) for SMBC BI London, SMBC Paris BI, SMBC London Branch, SMBC Brussels Branch and SMBC Dusseldorf Branch in regard to issued certificates of deposit and/or commercial paper.

SMBC is writing to confirm our arrangements for the investment business we carry out with you when we issue certificates of deposit and/or commercial paper.

Solely for the purposes of our product approval process in respect of any certificates of deposit and/or commercial paper (the “**Instruments**”) which are issued by us, the target market assessment in respect of such Instruments has led us to the conclusion that:

- i. the target market for such Instruments is eligible counterparties and professional clients only,
 - For customers of SMBC Brussels branch only – each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”)
 - For customers of SMBC London branch only – each as defined in the Glossary to the FCA Handbook;³ and
- ii. all channels for distribution of such instruments to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending such instruments (a “**distributor**”) should take into consideration our target market assessment; however,

- For customers of SMBC Brussels branch only – a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining our target market assessment) and determining appropriate distribution channels.
- For customers of SMBC London branch and SMBC BI only – a distributor subject to Chapter 3 of the Product Intervention and Product Governance Sourcebook (“**PROD**”) of the FCA Handbook⁴ (or equivalent regulatory requirements, such as those existing under the EU’s MiFID II) is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining our target market assessment) and determining appropriate distribution channels.

Please note that any Instruments will be issued by us on the above basis.

³ The FCA Handbook is available at: <https://www.handbook.fca.org.uk/handbook>.

⁴ Relevant types of distributors are described in PROD 1.3.1R.

Appendix A – Registry and contact information for SMBC EMEA entities

SMBC BI London

100 Liverpool Street, London EC2M 2AT, United Kingdom

Tel: +44 (0)20 4507 1000

Fax: +44 (0)20 4507 1500

SMBC Bank International plc. Registered in England and Wales under number 04684034. The above stated address is the registered office. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register number 223304).

SMBC BI Paris Branch

1/3/5 Rue Paul Cézanne, 75008 Paris, France

Tel: +33 (0)1 44 90 48 00

Fax: +33 (0)1 44 90 48 01

SMBC Bank International plc, Paris Branch, a public limited company incorporated under English Law, acting in the person of its Paris Branch, located at 1-3-5 Rue Paul Cézanne, 75008 Paris, France, registered at the Trade and Companies Registry of Paris under n° 480 353 010 (hereinafter the “Bank”).

SMBC BI plc, Paris Branch is an authorized bank by “Autorité de Contrôle Prudentiel et de Résolution” identified by Bank Code 15250 and LEI 549007H11SP7GCXGN21, along with Swift Identifier (BIC) SMB CFRPP

SMBC London Branch

100 Liverpool Street, London EC2M 2AT, United Kingdom

Tel: +44 (0)20 4507 1000

SMBC Brussels Branch

Neo Building, Rue Montoyer 51, Box 6, 1000 Brussels, Belgium

Tel: +32 (0)2 551 50 00

Fax: +32 (0)2 513 41 00

SMBC Bank EU AG & Branches and SMBC Dusseldorf Branch

SMBC is regulated by the Germany Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht - BaFin) and the German Central Bank (Deutsche Bundesbank). BaFin's address is: Graurheindorfer Str. 108, 53117 Bonn. The address of Deutsche Bundesbank is: Berliner Allee 14, 40212 Düsseldorf

SMBC DIFC Branch

Regulated by the Dubai Financial Services Authority