Cash Management Services Agreement

Sumitomo Mitsui Banking Corporation Düsseldorf Branch

This Agreement is entered into between the Bank 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 Düsseldorf 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. Multicash
 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. 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.

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

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

 v. Supplemental Agreement in respect of "Multicash On" Schedule
  This sets out term and conditions that apply when you use the addon tool "Multicash On", for token-based authentication, which is supplemental to the Multicash 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 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

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 Germany.

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 Germany.

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®		Multicash	
Host-to-Host		Multicash On	

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

Name: Sumitomo Mitsui Banking Corporation Düsseldorf Branch
Address: Prinzenallee 7 , 40549 Düsseldorf, Germany

Signature of Authorised Signatory:

Print name:
Title:

Date:

Print Name:
Title:

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:

Title:

Date:

Print Name:

Title:

Date: