

Cash Management Services Agreement

Belgium Legal and Regulatory Provisions Schedule

Sumitomo Mitsui Banking Corporation Brussels Branch

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

1. Derogations from the CEL

The Code of Economic Law (“CEL”) will apply to the Agreement, except for the following provisions which shall not apply to the Agreement: (i) pursuant to Article VII.5, the second chapter of Title 3, Book 7, the parties agree not to apply the provisions of the chapter on information and conditions governing payment transactions and framework contracts and (ii) the Articles VII.30 § 1 (cost allocation), VII.32 § 3 (form of consent of the user), VII.33 (conditions for making a domiciliation), VII.42 (burden of proof when the user denies having authorized a transaction of payment that has been executed), VII.44 (cost in case of loss of the payment method), VII.46 (refund of transaction) and VII.47 (refunds of transaction), VII.50 (revoke a payment order), VII.55/3 to VII.55/7 (responsibility for the proper execution of the payment transaction).

2. Exceptions to Limitation of Liability

Nothing in Clause 12 of the General Terms of Use Schedule or otherwise in the Agreement shall exclude or in any way limit any person's liability to you for (i) fraud, (ii) death or personal injury caused by its negligence.