

Cash Management Service Agreement

Isabel Schedule

Sumitomo Mitsui Banking Corporation Brussels Branch

Between the parties:

Sumitomo Mitsui Banking Corporation, Brussels Branch

having its office at: Neo Building, Rue Montoyer 51, Box 6, 1000 Brussels, Belgium

hereinafter designated as “the Bank”

And the Customer

Company name

having its registered office at:

Post code / Town

VAT N°

hereinafter designated as “the Customer”

1) Object of the schedule

- a. This Schedule (the "Schedule") is made between ‘the Customer’ and ‘the Bank’, which, subject to the terms of this Schedule, undertakes to make every effort to ensure the availability and due performance of the Isabel services ‘the Isabel Service’. This Schedule is referred to as "Isabel" in the cash management services agreement entered between ‘the Bank’ and ‘the Customer’ on [●] (the "Cash Management Services Agreement"), which this Schedule supplements and which incorporates the terms of this Schedule by reference.
- b. The Customer wishes to make use of the services offered by ‘the Bank’ via Isabel.
- c. The said services are offered only insofar ‘the Customer’ has concluded an Isabel-contract with Isabel SA having its office at Keizerinlaan 13-15 Boulevard de l’Impératrice, 1000 Brussels, Belgium and has complied with the conditions thereof.
- d. The Customer releases ‘the Bank’ from any liability for prejudice that it might suffer because of incorrect or incomplete information on its part.
- e. The appendix concerning ‘authorised representatives’ and powers of attorney is attached to the Schedule. The Schedule is established in two originals. Each party acknowledges having received one original.

2) Object

The Schedule is made between 'the Customer' and 'the Bank' with respect to the Isabel Service. The Bank provides for the possibility to exchange of payment orders and/or information between the Bank's systems and the connected Customer's systems. The said exchange occurs by way of the Isabel system that is provided by a third party, called Isabel SA, and under the conditions agreed by 'the Customer' with Isabel SA.

3) Use conditions

3.1) Allocation of Isabel Service

- a. Joining in the services that 'the Bank' offers via the Isabel Service occurs by signature of the Cash Management Services Agreement between 'the Bank' and 'the Customer' and indicating the intention to use the Isabel Service.
- b. Under this Schedule, 'the Customer' may use the Isabel Service to access the account(s) that are held with 'the Bank' which belong to 'the Customer' and listed in annex2.
- c. The Customer is to indicate via Annex2 the IBAN numbers and Account Currencies that it chooses to access via the Isabel Service. If the Account Currency is not illustrated then 'the Bank' will select all currencies which are available under that IBAN.
- d. All additional IBAN numbers and Account Currencies opened after the date the Schedule is executed and belong to 'the Customer' which are required to be accessed via the Isabel Service will require 'the Customer' to provide an amended Annex2 certified by an authorized signatory.

3.2) Authorised representatives

- a. The Customer is to indicate via Annex2 the persons (the 'Authorised Representatives') authorised to use the Isabel Service for Payment Entry and/or Payment Approval and/or Account Information View. The 'Authorised Representatives' are known as 'Users' in Isabel-contract.
- b. The Customer may revoke, in full or in part, the authorisations that it has granted to its 'Authorised Representatives'. It shall inform 'the Bank' of that fact by means of an amended Annex2 certified by an authorised signatory.
- c. The Bank is to make every effort to take each revocation of powers into account as of the time of receipt thereof. However, it is liable in this connection only starting on the third banking day after receipt of the said notice of revocation.
- d. Orders that are given under cover of the electronic signature of persons that, at the time of the calculation or of the notice thereof to 'the Bank', are still empowered are always carried out in principle. If the power of attorney issued to those persons has been effectively withdrawn at the time of execution, then 'the Bank' is to carry out the said orders unless 'the Customer' has cancelled the orders and as long as 'the Bank' has been reasonably able to comply with the cancellation.
- e. The Bank may request 'the Customer' to withdraw the power of attorney issued to one or several 'Authorised Representatives' on the basis of a breach of trust on the part of such 'Authorised Representatives'.

3.3) Installation and technical requirements

- a. The software is made available to 'the Customer' by Isabel SA in accordance with the Isabel contract between 'the Customer' and Isabel SA. The necessary support is provided to 'the Customer' via the Isabel User Help Desk.
- b. All the IT equipment necessary to use Isabel is indicated in the contract concluded between Isabel SA and 'the Customer'. The installation, maintenance, required adaptations and other costs connected with the computer installation are for the Customer's account.

3.4) Use of the service

- a. The Customer undertakes to use the service prudently. With an eye on proper operation of the service, it must regularly consult the service and clear its electronic mail boxes at set intervals.
- b. The Customer is the only beneficiary of the services that 'the Bank' offers via the Isabel Service. It may not transfer either the contract or the information delivered within the framework thereof to third parties.
- c. The Customer undertakes to inform its 'Authorised Representatives' about all obligations that incur within the framework of the Schedule and to require them to comply with the said obligations.
- d. The Customer undertakes not to issue any payment orders without having sufficient funds in the related account(s). The Bank may not be held liable if an order is not carried out due to lack of funds on the account. If 'the Bank' processes the payments in any such case, 'the Customer' shall cover its excess O/D limit immediately.
- e. Without departure from the usual requirements affecting the execution of orders, execution may occur only if 'the Bank' has received the required approvals from the 'Authorised Representative' presented by the Isabel Service.
- f. Each part of the Service shall be accessible at such times (the "Accessible Times") as may be stipulated by 'the Bank' in its sole discretion from time to time. The Bank will notify 'the Customer' of the Accessible Times for each part of the Service; provided, however that 'the Bank' shall not be liable to 'the Customer' for negligence in any way whatsoever for any failure by 'the Bank' to so notify 'the Customer'. The Customer understands that because of hardware or telecommunication limitations, any or all parts of the Service may be unavailable from time to time.

4) Security

4.1) Admission procedure

- a. The Customer obtains admission to the service once the standardised identification procedure described in the Isabel contract concluded between Isabel SA and 'the Customer' is taken into account.
- b. The Customer undertakes to adopt all necessary measures in order to prevent unauthorised persons from obtaining knowledge of the Isabel admission and signature means and procedures. Hence it must keep its personal code secret and keep the smart card it possesses, if any, in a safe place.
- c. The Customer shall inform 'the Bank' and Isabel SA immediately in case of loss, theft or any serious risk of irregular use.

- d. The Customer agrees to follow all security measures and advice provided by 'the Bank' through <https://www.smbcgroup.com/emea/about-us/customer-information-and-notice/> where relevant to the Isabel service.

4.2) Check of valid instruction

- a. The Bank agrees to carry out instructions under the cover of an electronic signature instead of an original signature, and following successful electronic transmission between Isabel SA and 'the Bank' over SWIFTNetFileAct.
- b. The Customer acknowledges the legal validity of execution of such transactions by 'the Bank'.
- c. The authenticity of the electronic signature is to be verified by Isabel SA.

5) Introduction, transmission and execution of orders

- a. The Bank shall carry out the orders that are received and approved, saving indication of a later execution date, on the same business day if the orders in question are presented to 'the Bank' within the currency cutoff's as defined in Annex 1.
- b. The Bank shall carry out the 'Memo Date' as a Value Date of the orders. The Customer is required to complete the beneficiary bank field, with the IBAN of the beneficiary in the case of a domestic payment, or with the BIC code of beneficiary bank and the Account N° of beneficiary customer in case of a foreign payment (or IBAN if applicable).
- c. It is highly preferable to complete the "memo date" for any payment (domestic or foreign). This will ensure you that the payment will be done under the value date you wish, provided however that your payment instructions have been received in accordance with the cut-off time rules described in Annex 1.
- d. If the "memo date" does not enable an executable value date payment (e.g. a same-day value JPY payment instruction), the payment will be delayed and processed only on the next business day. Therefore, whilst completing the "memo date", it is compulsory to strictly refer to the cut-off timetable in Annex 1.
- e. Orders that reach 'the Bank' after those currency cutoff times shall be carried out on the next bank business day. In case the memo date would not be completed, the bank would execute the payment on a best efforts basis.
- f. If you wish to make a payment in currency A by debiting your account in currency B, explicit instructions should be provided and a spot exchange contract (agreement on applicable exchange rate) may be required.
- g. Commission may be charged for payments initiated via the Isabel Service from your accounts held with 'the Bank' the terms of which will be agreed prior to execution of the Service.
- h. The execution of the orders sent by 'the Customer' is confirmed by 'the Bank' by means of account statement via the Isabel Service.
- i. The statement and related documents concerning the accounts in question are to be made available to the Customer involved on each Bank business day via the Isabel Service.

- j. The Bank cannot be held liable if, due to circumstances beyond its control, the account extracts are not made available to 'the Customer' or not made available in good time.
- k. The Bank can also not be held liable if issues occur with the technical solutions supported and maintained by 'the Customer' in order to access and use the Isabel Service.
- l. In case the Customer wishes to make confidential payments related to salaries, a special sub-account can be arranged with 'the Bank' and opened and used for that purpose. The access to the movements of this sub-account will be defined as to authorize limited access only and statements will bear a special attention of an authorized person. It should be highlighted that this special sub-account will not be authorized to show any debit balance and that consequently, prior to execute payment of salaries from that special sub-account, a compulsory transfer from the main account (to that special sub-account) can be originated by 'the Customer' via the Isabel Service. In case 'the Customer' would not make the transfer,' the bank' shall not be liable for lack or delayed execution of payment of salaries ordered by 'the Customer'.
- m. The Bank shall be entitled to refuse or disregard any order or to request any necessary change or changes of any order without any liability for negligence or for any other reason to 'the Customer', if 'the Bank,' in its sole discretion, decides any of the following is applicable (provided that 'the Bank' shall dispatch notice within a reasonable time that such order is refused or disregarded):
 - i. such order may not be genuine or may not be authorized by 'the Customer';
 - ii. such order and/or any act of 'the Bank' in carrying out such order may be in violation of any law, rule, judgement, order, or regulation of any relevant jurisdiction including the rule of the Clearing House and applicable banking practice (as per example any payment instructions in relation with money laundering respect and OFAC and GAFI lists);
 - iii. such order may be incomplete, unclear or insufficient for 'the Bank' to follow;
 - iv. such refusal, disregard or request may be made according to any provision of this Schedule;
 - v. the Bank decides such refusal, disregard or request may be appropriate, necessary, or suitable under the circumstance; or
 - vi. such order is made in such manner that 'the Bank' does not have sufficient time to carry out such order on the Memo date designated by 'the Customer'.
 - vii. The Request is sent from 'the Customer' to 'the Bank' before cut-off time as may be determined and informed by 'the Bank' in its sole discretion from time to time.

6) Service availability

- a. Availability of the service is assured by Isabel SA
- b. The Bank cannot be held liable for the direct or indirect prejudice resulting from non-functioning or poor functioning of the equipment used from the combination of software with the hardware, or from modifications made in the software by a user.
- c. The Bank cannot be held liable for the failure to operate or poor operation of the Isabel service due to non-operation or poor operation of the Isabel tele-transmission. It can also not be held liable for temporary interruptions of the service resulting from events beyond its control (for instance, defects, interruptions of the Belgacom network, strike) or other circumstances justifying such interruption (for instance, maintenance and adaptation work).
- d. The Customer shall not be entitled to any compensation for such possible temporary unavailability of the system.

7) Retention of Customer's Information

- a. Any kind of ledger, data, record or information of the Customer and/or of any kind of transaction or communication (the "Customer's Information") between the Bank and the Customer may be kept in the computer(s) of the Bank in a confidential manner.
- b. The Bank shall hold such Customer's Information in confidence pursuant to the Bank's security rules, which may be decided and amended by the Bank from time to time in its sole discretion, unless such Customer's Information was known to the Bank prior to the disclosure by the Customer or is or becomes available to the public other than by breach of this Schedule by the Bank, or the Bank is required to disclose such Customer's information by any law, rule or order.
- c. Upon termination of this Schedule, the Bank may keep as its own internal records, or may dispose of, the Customer's Information in any manner deemed to be appropriate by the Bank or the Law.

8) Liability and Responsibility

- a. Notwithstanding any provision of this Schedule, 'the Bank' shall not be liable for any losses, damages, or costs incurred by 'the Customer' relating to or in connection with any Request, which 'the Bank' refused, disregarded, or not acknowledged.
- b. Notwithstanding any provision of this Schedule, 'the Bank' shall not be liable if any delay, failure or omission occurs due to any cause arising from or attributable to acts, events, non-events, omissions, accidents or acts of God beyond the reasonable control of 'the Bank', including but not limited to strikes, lockouts, shortage of labor or other labor troubles, riots, invasion, war, fire, explosion, sabotage, storm, flood, earthquake, epidemics, inability to obtain fuel, electricity, power or transportation, any misconduct of a network provider or any third party including the Clearing House and the Payee's Bank.

9) Personal information

- a. Where the Bank processes personal data of the Customer, the bank undertakes, in processing the data, to comply with all legal provisions connected with protection of personal data.
- b. In application of the law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, the Bank informs its customers that any personal data in its files would be recorded in the interest of management of the contractual relationships, prevention of misuse and of irregular use, development of statistics and for commercial prospecting in connection with bank products or other products promoted by the Bank.
- c. The Customer may oppose the use of the data for one or more of the indicated business purposes. Customers may consult their personal data, and if appropriate have them modified by writing to the Bank and Isabel.
- d. The Customer shall inform the Bank in writing of any changes in the matters previously reported to the Bank immediately when such changes occur. The Bank shall assume no responsibility for any losses or damages incurred by the Customer which may arise prior to the Bank's acceptance of such information due to the Customer's delay in providing such information.

10) Proof

- a. Joint use of the personal code and of the smart card of one of the authorised representatives constitutes, both for the Bank and for the Customer, incontrovertible proof of the identity of the authorised person. The Customer is warned that the Bank is entitled to rely upon joint use of the personal code and of the smart card of one of the authorised representatives, and treat such joint use as having been authorised and approved by the Customer.
- b. The Customer and the Bank also agree that the electronic signature for both parties found to be proper should constitute incontrovertible proof of the identity of the principal. At the same time it constitutes proof of the agreement between the orders sent by the ones received by the Bank.

11) Duration

- a. This Schedule is terminated in case of cancellation of the Isabel contract between 'the Customer' and Isabel SA.
- b. The Schedule is concluded for an indefinite duration. This Schedule may be terminated by either party hereto at any time by giving sixty (60) days prior written notice to the other party.
- c. In addition, each of the parties may put an end to the agreement contained in this Schedule without notice, by means of registered mail or a letter with receipt, if the other party is known to be insolvent, in a state of suspension of payments, bankrupt or the object of creditors' proceedings or liquidation and if 'the Customer' and/or the 'Authorised Representatives' do not meet the obligation resulting from the said rules and/or do not comply with the admission and security procedure.
- d. The same measure may be applied in case of suspicion of misuse or of illegal or fraudulent use. In addition, 'the Bank' may put an end in the same way to the agreement contained in this Schedule if 'the Customer' does not comply with the obligations arising under the said agreement.
- e. The Customer shall not be entitled to demand any compensation in case of termination of the agreement contained in this Schedule or of the service.

12) Rates

Fees may be applicable for use of the Isabel Service between 'the Customer' and Isabel SA which should be indicated within the related agreement.

Any costs associated with the procurement, installation and operating cost of technology required by the Customer to use the Isabel Service are to be paid by 'the Customer'

Fees may be applicable for use of the Isabel Service between 'the Customer' and 'the Bank' in order to access accounts held with 'the Bank' the exact amount of which shall be determined by 'the Bank' and agreed between 'the Customer' and 'the Bank' prior to execution.

13) Disputes

- a. No rights or claims arising out of this Schedule may be transferred, assigned, negotiated or pledged by 'the Customer' to any third party in any event or in any manner.

- b. This Schedule shall be governed by and construed in accordance with the laws of Belgium. The Customer hereby submits to the non-exclusive jurisdiction of the Courts of Belgium.
- c. Any notice in writing required hereunder other than the notice dispatched from 'the Bank' to 'the Customer' shall be sent by mail (airmail in the case of international mail) to such addresses as shown or such other address as may be subsequently notified in writing to and received by the other party, and shall be deemed to be made when actually received.
- d. This Schedule, including any Schedules annexed hereto, constitutes the entire agreement and supersedes all other prior agreements and understandings between the parties concerning the subject matter of this Schedule.

Annex 1 – Isabel Service Currency Cut-Off Times

- a. The Bank shall carry out the orders if the ‘Memo date’ or Value date is clearly indicated and if the orders reach the Bank system as per the hereunder Cut-Off-Time list.
- b. Currency cut-off time may be subject to change. Upon a change, ‘the Bank’ will notify ‘the Customer’ with sufficient notice.
- c. Orders that reach the Bank system after those times shall be carried out on the next bank business day. In case the memo date is not completed, the bank will execute the payment on the best effort’s basis.

Payment instructions must be applied taking into consideration:

1. The increment day, i.e. the minimum number of days needed to remit your transfer
2. The cut off time, representing the latest time of the related increment day.
3. These conditions apply to mail, fax, and Isabel instructions.

Currency	Beneficiary bank in Us, Uk, Eurozone	Other destinations
AED	1 Day before value date - 15:00	1 Day before value date - 15:00
AUD	1 Day before value date - 15:00	1 Day before value date - 15:00
CAD	1 Day before value date - 15:00	1 Day before value date - 15:00
CHF	1 Day before value date - 15:00	1 Day before value date - 15:00
CNY	2 Days before value date - 15:00	2 Days before value date - 15:00
CZK	1 Day before value date - 15:00	1 Day before value date - 15:00
DKK	1 Day before value date - 15:00	1 Day before value date - 15:00
EUR	0 Day before value date - 15:00	1 Day before value date - 15:00
GBP	0 Day before value date - 15:00	1 Day before value date - 15:00
HKD	1 Day before value date - 15:00	1 Day before value date - 15:00
HUF	1 Day before value date - 15:00	1 Day before value date - 15:00
JPY	1 Day before value date - 15:00	1 Day before value date - 15:00
NOK	1 Day before value date - 15:00	1 Day before value date - 15:00
NZD	1 Day before value date - 15:00	1 Day before value date - 15:00
PLN	1 Day before value date - 15:00	1 Day before value date - 15:00
RON	1 Day before value date - 15:00	1 Day before value date - 15:00
RUB	2 Days before value date - 11:00	2 Days before value date - 11:00
SEK	1 Day before value date - 15:00	1 Day before value date - 15:00
SGD	1 Day before value date - 15:00	1 Day before value date - 15:00
THB	2 Days before value date - 15:00	2 Days before value date - 15:00
TRY	1 Day before value date - 15:00	1 Day before value date - 15:00
USD	0 Day before value date - 15:00	1 Day before value date - 15:00
ZAR	1 Day before value date - 15:00	1 Day before value date - 15:00

Annex 2 – Isabel Service Customer Subscription

1. The Customer information for Isabel subscription

Company Name					
Address					
Isabel Contact Person(s)			VAT n°		
IBAN n°	BE	Account reporting	x	MT 940	
Currencies				CODA	

2. Do you already have an Isabel subscription?

No

Yes PKI Contract #

SMBC eBanking contract #

Date : _____

3. Users

Stamp of Company + Authorized Signature _____

User Name	PKI User #	Power to Sign			For bank Use : User Profile P2S	M2v 1/3/4* *see below details
		Yes /No	Single / Jointly	unlimited / up to amount ...		
						3

This document replaces all previous Annex 2

* M2V / Details for mandates to view

- 1- which user(s) can have mandate to view the account balance?
- 3- which user(s) can have mandate to view both account balance and transactions?
- 4- who are the users who can have NO mandates to view?