

# Cash Management Services Agreement

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## SMBC Bank International plc

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 BI" refer to the SMBC Bank International plc. 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. Ebics
- 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. Legal and Regulatory Provisions Schedule  
This sets out additional terms and conditions that apply as a result of providing the Services to you from our office in France.
- iii. 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.
- iv. E-Moneyger® Schedule  
This sets out additional terms and conditions that apply when you use our "E-Moneyger®" Service.
- v. Ebics Schedule  
This sets out additional terms and conditions that apply when you use the "Ebics" 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 Legal and Regulatory Provisions Schedule has priority over the other Schedules.
- iii. 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

- (a) Mediation. Should any dispute arise between you and us relating to this Agreement, you may submit a complaint to SMBC BI by letter, telephone, email or in person. The claim can be addressed to the Relationship Manager in the normal way .
- (b) Court proceedings. 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 Tribunal de Commerce of Paris. Subject to the provisions above, the Tribunal de Commerce of Paris has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).

### 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 France.

### 6) Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between SMBC BI and Customer, Customer acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of SMBC BI to Customer under this agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
- i. the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

- ii. the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of SMBC BI or another person, and the issue to or conferral on Customer of such shares, securities or obligations;
  - iii. the cancellation of the UK Bail-in Liability;
  - iv. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

In this Clause 6):

**“UK Bail-in Legislation”** means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**“UK Bail-in Liability”** means a liability in respect of which the UK Bail-in Powers may be exercised.

**“UK Bail-in Powers”** means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

**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®			
Host-to-Host			
Ebics			

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

**Name: SMBC Bank International plc, Paris Branch**  
Address: 1/3/5 rue Paul Cezanne, 75008 Paris, France

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:

Print name:  
Title:

Date:

*(2<sup>nd</sup> Authorised Signature, if required)*

Print Name:  
Title:

Date: