

# Cash Management Service Agreement

# MultiCash Schedule

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SMBC Bank EU AG

Between <Customer Name>

- hereinafter referred to as, 'the Customer'-

and SMBC BANK EU AG  
Neue Mainzer Straße 52-58, 60311 Frankfurt am Main, Germany

- hereinafter referred to as, 'the Bank'-

## 1) General Terms


- i. This Schedule describes the terms applicable to the use of the MultiCash Service between 'the Customer' and 'the Bank'. The 'Service' is communicated by means of long distance data transmission between 'the Bank' and 'the Customer' which supports the following cash management products in the context of its business relation to the Customer:
  - Account Information
  - Payment Submission
  - Payment Approval
- ii. This Schedule is concluded on the basis of the RDT conditions, its annex(es) and the procedure instruction.
- iii. The communication takes place on the basis of the software module BCS (Banking Communication Standard) in the version last made available to the Customer, with the conditions for remote data transmission (hereinafter referred to as „RDT conditions“) as specified in said RDT conditions being applied according to section 1 no. 3 thereof. The Customer represents and warrants that the software module BCS as provided has no functional deficiencies.
- iv. Unless stipulated otherwise in this Schedule, the Cash Management Services Agreement entered between the Customer and the Bank on [●], which this Schedule supplements and which incorporates the terms of this Schedule by reference, shall apply in addition to this Schedule.
- v. This Schedule can be terminated by either party giving thirty (30) days notice. The right to terminate is excluded during the first year following the conclusion of this Schedule.

## 2) Fees

- i. A monthly participation fee may apply for use of 'the service' the exact amount of which shall be determined by the Bank using equitable discretion pursuant to § 315 of the German Civil Code and will be agreed between 'the Customer' and 'the Bank' prior to execution. The Bank reserves the right to increase the fee at any given time. In case of an increase, the Customer has the right to terminate this Schedule giving thirty (30) days notice. In this case the Bank shall charge the old fee until the date of termination of this Schedule. The Bank is authorized to collect the billed amount by debiting the Customer's account with the Bank.

Annex1 – Authorised Representative Access

\*sample template

 <span style="float: right; font-size: small;">SUMITOMO MITSUI BANKING CORPORATION</span>									
Firmenname <i>Company Name</i>							Kontonummer <i>Account Number</i>		
<b>Nutzungsberechtigte für MultiCash</b>									
<i>Users for MultiCash</i>									
Status <small>A=Add, D=Delete, C=Change</small>	Vor- / Zuname <small>First- / Last name</small>	Unterschrift <small>Signature User</small>	STA <small>Daily Statement</small>	XXX <small>Payment Type</small>	XXX <small>Payment Type</small>	XXX <small>Payment Type</small>	PTK <small>Protocol</small>	EU* <small>Electronic Signature</small>	LIMIT <small>for Signature Classes</small>
<b>Zutreffendes bitte ankreuzen !</b> <i>Please tick appropriate !</i>									
*für EU bitte eintragen: <i>for electronic signature please enter:</i>									
E: single									
A: A-level (authority with another person A or B)									
B: B-level (authority with another person A)									
H: A- or B-level (dependent on limit)									
I: E- or A-level (dependent on limit)									
T: for transport				Datum <i>Date</i>		Unterschrift(en) <i>Signature(s)</i>			