

# Notice to Customers of Sumitomo Mitsui Banking Corporation Brussels Branch (“SMBC”)

This Notice to Customer (hereunder “this **Notice**”) is given to each person (a “**Customer**”) to whom SMBC provides any product or service and/or with whom SMBC enters into any transaction.

The provisions of this Notice govern the entire business relationship between the Customer and the Bank. In addition particular business relations (such as payments, accounts,...) are governed by special provisions which contain deviations from, or complement the provisions of this Notice.

**In the event of any conflict between any provision of this Notice and any express term of any other agreement entered into between SMBC and the Customer, the relevant term in such agreement shall prevail, unless legally unenforceable.**

The Customer opts for the English language for the purposes of pursuing the business relationship with the Bank and for any correspondence between the Customer and the Bank.

## 1. Regulations

- 1.1. The Customer confirms that it is not a consumer in the sense of article I.1,2° of the Belgian Code of Economic Law. The Customer hereby agrees that the contractual opt-outs referred to in articles VII.26 and VII. 54 of the Belgian Code of Economic Law will be exercised to the fullest extent and hence, that the provisions applicable to consumers in the Belgian Code of Economic Law of 28 February 2013, such as, but not limited to, Title 3 of Book VII (“Payment Services and Credit”), do not apply.
- 1.2. In connection with the provision by SMBC of any product or service, SMBC may take or omit to take any action that it reasonably considers necessary or desirable to ensure compliance by any SMBC Group company (meaning, (i) Sumitomo Mitsui Financial Group, Inc., (ii) Sumitomo Mitsui Banking Corporation (“SMBC”) and (iii) any of their respective subsidiaries and affiliates (including SMBCE)) with the NBB’s and the FSMA’s rules and guidance and any other relevant laws, rules, regulations, procedures, policies and guidance (together “**Regulations**”).

## 2. Instructions

- 2.1. The Customer may instruct SMBC by any means agreed from time to time, in each case via an officer of SMBC authorised to receive such instructions. SMBC shall be entitled to rely upon any instruction from the Customer which SMBC reasonably believes in good faith to be from a person authorised to act in the Customer’s name on the Customer’s behalf.
- 2.2. Instructions given by the Customer via telephone, email or other electronic means will constitute evidence of the orders and instructions.
- 2.3. The transmission of orders through electronic systems approved by the Bank are subject to specific agreements.

## 3. Fees and Charges

- 3.1. The Customer shall pay SMBC’s fees and charges as agreed and notified in writing.
- 3.2. The Customer is also informed that the fees and charges applied by SMBC may be amended by SMBC from time to time if permissible under the relevant agreement.

## 4. Force Majeure

Under no circumstances shall SMBC be held responsible or liable for any delay or failure in the performance or execution of its obligations towards the Customer in events of acts of God, acts of war or terrorism, civil unrest, strikes or labour disputes, embargoes, government or competent authorities’ orders or a similar unforeseen occurrence or condition beyond our reasonable control.

## 5. Monitoring of Telephone and Electronic Communications

- 5.1. The Customer authorises SMBC to record or monitor (mobile) telephone calls and electronic communications (including e-mails) for the purposes of training, quality assurance, confirming trades and complying with regulatory requirements. The Customer is advised that SMBC records telephone conversations without the use of a warning tone or other explicit notification.
- 5.2. The Customer is advised that all calls to and from SMBC Treasury Department, Front Office Departments, Business Operations Department and SMBC Group company Settlement Departments are recorded.
- 5.3. Any recordings shall remain SMBC’s sole property.
- 5.4. A copy of any recordings will be made available free of charge to the Customer, the NBB, the FSMA, other relevant regulatory authority in accordance with the Regulations, or to individuals in accordance with applicable data protection regulation in Belgium.

SMBC is a credit institution organised under Japanese law acting through its branch in Brussels, Belgium. SMBC Brussels branch is subject to the prudential supervision by the National Bank of Belgium and supervised by the Financial Services and Markets Authority with regards to market integrity and honest and equitable treatment of financial consumers.

## 6. No Advice

- 6.1. Unless otherwise agreed, SMBC shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to financial instruments. SMBC does not accept liability for any adverse tax implications of any product or service.

## 7. MiFID

### 7.1. Categorisation

- 7.1.1. For the purpose of investment services and products, SMBC will treat the Customer as either a retail, professional client, or an eligible counterparty. SMBC will notify the Customer of which categorisation it has attributed to the Customer by a separate client categorisation letter. The Customer is entitled to request a different categorisation.

### 7.2. Best Execution

- 7.2.1. If SMBC has categorised the Customer as a retail or professional client, SMBC will take all sufficient steps to provide best execution in relation to the Customer's orders in financial instruments in accordance with SMBC's Group Order Execution Policy.
- 7.2.2. SMBC will need prior express consent from the Customer who is classified as a retail or professional client to SMBC's Group Order Execution Policy and to execute the Customer's orders in financial instruments outside of regulated markets, multilateral trading facilities and organised trading facilities in the European Economic Area (together "Trading Venues").

### 7.3. Confirmations and Periodic Reports

- 7.3.1. SMBC will provide the Customer with confirmations setting out the principal terms of each transaction in a financial instrument. Further information as required by Regulations will be provided by the end of the following business day. SMBC will also send the Customer periodic reports on the services that SMBC provides where required by the Regulations and taking into account the type and the complexity of the financial instruments involved and the nature of the services provided to the Customer.

### 7.4. Trade and Transaction Reporting

- 7.4.1. Under the Regulations, SMBC may be obliged to make information about certain transactions in financial instruments public and to report the details of transactions to the FSMA or other competent authority. The Customer acknowledges that it is responsible for making public any information relating to transactions which is the Customer's obligation under the Regulations. If necessary, the Customer undertakes to provide in a timely fashion all such information (including, but not limited to, the Customer's Legal Entity Identifier) and documentation and to promptly take all such action as SMBC may from time to time reasonably require to enable SMBC to fulfil any reporting requirement under this paragraph.

## 8. Conflicts of Interest

- 8.1. SMBC maintains a conflicts of interest policy and has implemented procedures to identify, prevent, and manage any actual or potential conflicts of interest that may arise between SMBC, its managers, employees, other SMBC Group companies and its Customers, or between one Customer and another (each, a "Conflict").
- 8.2. Where a Conflict is identified, SMBC will take appropriate steps to prevent or manage such Conflict in order to prevent it from adversely affecting the interests of SMBC's Customers. Where SMBC's arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the Customer's interests will not be prevented, SMBC shall disclose the general nature and/or sources of the Conflict and the steps taken to mitigate those risks before undertaking business on the Customer's behalf.
- 8.3. SMBC's conflicts of interest policy sets out the types of Conflicts which affect SMBC's business and provides details of how these are identified, prevented or managed. A summary of SMBC Group's conflicts of interest policy is available on SMBC's website.
- 8.4. No conflict shall prevent any SMBC Group company from being remunerated for the provision of any product or service or give rise to any liability of any SMBC Group company provided that the nature and/or sources of conflicts of interest have been clearly disclosed to the Customer and steps have been taken to mitigate any risk of damage to the Customer's interests.

## 9. Prevention and Detection of Financial Crime

- 9.1. The Customer has, when applicable, obtained, verified and recorded identification information about each person or underlying Customer on whose behalf the Customer is acting, in accordance with Regulations, EU Directives and Financial Action Task Force ("FATF") standards concerning "Know Your Customer" and the prevention of money laundering and the financing of terrorism.
- 9.2. The Customer shall provide SMBC with any information it may reasonably request for any SMBC Group company to undertake action considered necessary to comply with any regulations relating to the prevention or detection of financial crime (including fraud, tax evasion, money laundering, terrorism financing and/or sanctions). If such information relates to the Customer's own due diligence on a third party, SMBC may decide to rely on such due diligence and requests that the Customer notifies SMBC if it does not consent to such reliance.
- 9.3. SMBC further requests that the Customer notifies it of any failure to comply with any applicable anti-bribery and corruption laws and regulations (including, but not limited to, the Belgian law of 18 September 2017 preventing money laundering and financing of terrorism and

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limiting the use of cash, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977) and of any conviction or charge relating to financial crime committed or in formal proceedings substantially alleged to be committed by it or its officers.

- 9.4. SMBC shall not accept any liability for the transmission of information of whatever nature to the Belgian Financial Intelligence Processing Unit or to any competent and authorised private individual or organisation working in connection with combating money laundering or the financing of terrorism, nor as regards the direct or indirect consequences of the provision of such information, for example following opposition to such a transaction by the persons mentioned above.

## 10. Information Sharing

- 10.1. SMBC may transmit to any SMBC Group company any information regarding the Customer's accounts, or any product or service provided to the Customer, or the Customer's business, if SMBC reasonably thinks it necessary or desirable to do so. Such information may be used for credit assessment, market research, product analysis, audit, sanctions screening, "know-your-customer" checks or other purposes as SMBC reasonably considers necessary or desirable.
- 10.2. SMBC may disclose any information regarding the Customer's accounts, or any product or service provided to the Customer, or the Customer's business, including confidential and price-sensitive information, to its professional advisers, auditors, service providers and to any person to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, provided that any person receiving the information is either informed in writing by SMBC that the information is confidential and/or price-sensitive where applicable or the recipient is subject to professional obligations or otherwise bound to maintain the confidentiality of the information.

## 11. Data Protection

- 11.1. SMBC ensures compliance with the principles of the General Data Protection Regulation (EU 2016/679) by setting out the obligations of SMBC and the rights of data subjects in the Data Privacy Notice in annex to this Notice.
- 11.2. Before providing SMBC with Personal Data, the Customer should guarantee that those individuals concerned expressly agreed to their data being used and held by SMBC for the below purposes and that they are aware (i) of SMBC's identity, (ii) that SMBC may use Personal Data as set out in this Notice and as part of its administration and operation of the Customer's account and that this may involve disclosure of the Personal Data and its transfer to any country, including countries outside the EEA and (iii) that the person(s) concerned may have a right under applicable data protection laws to access some or all of the Personal Data that SMBC holds and/or to have any inaccurate Personal Data corrected.
- 11.3. SMBC accepts Personal Data from the Customer on the express understanding that the Customer has advised the person(s) concerned of points (i) – (iii) contained in paragraph 11.2 above.

## 12. Settlement/Administration of Cash accounts

- 12.1. SMBC shall, when applicable, be entitled to process credits and debits to any account in such order and at such time of day as it shall determine.

## 13. Compensation

- 13.1. SMBC is covered by the Belgian Deposit Guarantee Scheme ("BDGS") (Fonds de garantie - Garantiefonds), which is the compensation scheme for customers of authorised financial services firms in Belgium. Certain Customers may have the right to claim compensation from the BDGS in the event that they suffer a financial loss as a direct consequence of the inability of the firm to satisfy a claim made against it. This depends on the type of business and the circumstances of the claim. Subject to the terms of the BDGS there are limits on the maximum compensation payable by the BDGS in relation to investment business or deposits. Further information is available from the Fonds de garantie - Garantiefonds at Avenue des Arts 30, 1000 Brussels or from the Scheme's official website at <https://www.fondsdegarantie.belgium.be>.

## 14. Complaints

- 14.1. SMBC is required to put in place internal procedures for handling complaints fairly and promptly. A copy of SMBC's complaint handling procedure is available upon request.
- 14.2. The Customer may submit a complaint to SMBC by letter sent to Rue Montoyer 51, box 6, 1000 Brussels, by email sent to the address [compliance@be.smbcgroup.com](mailto:compliance@be.smbcgroup.com) or in person. SMBC will work with the Customer to resolve complaints in a timely manner.
- 14.3. In the event that the Customer is not satisfied with SMBC's handling of the complaint, it is entitled to refer its complaint to the independent Belgian Financial Ombudsman (<http://www.ombudsfin.be>).

## 15. Updates to Notice

- 15.1. This Notice is made available on SMBC's website and may be amended by SMBC from time to time. Any material amendments to the provisions of this Notice will be notified to the Customer in writing and no later than 6 weeks before their entry into effect.
- 15.2. The Customer's continued use of SMBC's services after entry into effect of the amendments to the provisions of this Notice (as described in paragraph 15.1) constitutes acceptance of the relevant amendments with respect to this Notice.

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**16. Termination of relationship**

- 16.1. The Customer and the Bank may terminate their relationship at any time by mutual agreement. Either the Customer or the Bank may, at any time and without giving any reason, terminate some or all of the agreements concluded between them for an indefinite term by registered mail and with immediate effect. When exercising this right of termination, the Bank will give due consideration to the legitimate concerns of the Customer.
- 16.2. Notwithstanding the above, the Bank may, in the event the Customer does not respect its obligations in good faith or does so in such a way that the Bank's confidence in the Customer is threatened, decide to end the relationship immediately by registered mail. These reasons include, without being limited thereto: breach of contract, fraud or gross negligence on the part of the Customer, insolvency, bankruptcy, seizure, deterioration of financial situation, reasonable suspicion of fraud and summons for payment.
- 16.3. Fees and commissions charged in advance shall be repaid to Customers on a pro rata temporis basis.

**17. Intellectual Property**

- 17.1. SMBC Group company names, tradenames, logos, all related trademarks and other intellectual property (including, but not limited to, communications and presentation/marketing material) are the property of respective SMBC Group companies and may not be reproduced, republished, distributed, transmitted, displayed, broadcast or otherwise exploited in any manner without express prior written permission.

**18. Governing Law - Jurisdiction**

- 18.1. If any term of this Notice is found to be unenforceable, this will not affect the validity of any others.
- 18.2. SMBC's records (including recordings as described in paragraph 5 above), unless shown to be manifestly wrong, will be conclusive evidence of the Customer's dealings with SMBC. The Customer shall not object to the admission of SMBC's records as evidence in any legal proceedings.
- 18.3. The Notice shall be governed by and construed in accordance with Belgian Law.