

Effective from 10/2022

Notice to Customers of Sumitomo Mitsui Banking Corporation (DIFC Branch – Dubai), (“SMBC DIFC Branch”)

This Notice is given to each Person (a “**Customer**”), to whom SMBC DIFC Branch provides any product or service and/or with whom SMBC DIFC Branch enters into any transaction.

In the event of any conflict between a provision of this Notice and an express term of any other agreement between SMBC DIFC Branch and the Customer, the relevant term in that other agreement shall prevail unless legally unenforceable.

Capitalised terms not otherwise defined in this Notice are used in the context as defined in the Glossary Module of the Dubai Financial Service Authority (‘**DFSA**’) Rulebook.

1. Regulations

In connection with the provision by SMBC DIFC Branch of any product or service, SMBC DIFC Branch may take or omit to take any action it considers necessary or desirable to ensure compliance by any SMFG 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 SMBC DIFC Branch)) with the rules and guidance contained in the DFSA Rulebook (the ‘**DFSA Rules**’), and any other relevant laws, rules, regulations, sanctions, procedures, notices, directions, policies and guidance (together “**Regulations**”).

2. Prevention and Detection of Financial Crime

The Customer represents and warrants that they shall provide SMBC DIFC Branch with any information that SMBC DIFC Branch may reasonably request for themselves, or for any SMFG Group company, in order to undertake actions considered appropriate to comply with any Regulations. If such information relates to the Customer’s own due diligence on a third party, SMBC DIFC Branch may decide to rely on such due diligence and request that the Customer notify SMBC DIFC Branch if it does not consent to such reliance. The Customer agrees that they shall immediately notify SMBC DIFC Branch of any failure by them to comply with any applicable sanctions regime as well as fraud, money laundering, terrorist financing, bribery and corruption laws and regulations, (including, but not limited to, relevant UAE Federal anti-money laundering, counter

terrorist financing and anti-bribery laws, their implementing regulations and the Anti-Money Laundering Module of the DFSA Rules). The Customer also agrees that they shall immediately notify SMBC DIFC Branch of any conviction or charge relating to financial crime committed or in formal proceedings substantially alleged to have been or being committed by it or its officers.

3. Information Sharing

SMBC DIFC Branch may transmit to any SMFG 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 DIFC Branch reasonably thinks it necessary to do so and in accordance with applicable data protection laws and the Data Privacy Notice. The Customer agrees to the terms of the Data Privacy Notice. A copy of the Data Privacy Notice can be located at: <https://www.smbcgroup.com/emea/images/SMBC/media/SMBC/pdf/cin/smbc-dubai-notice-to-customers-202009.pdf>

SMBC DIFC Branch 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 DIFC Branch 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.

4. Data Protection

Any information relating to identifiable living individuals (“**Personal Data**”) SMBC DIFC Branch holds will be used in accordance with applicable data protection laws and the Data Privacy Notice. A copy of the Data Privacy Notice can be located at: <https://www.smbcgroup.com/emea/getmedia/38fc178d-faad-44aa-b56a-c50c70d18c71/privacy-smbc-dubai.pdf>

The Customer agrees to the terms of the Data Privacy Notice. Before providing SMBC DIFC Branch with Personal Data, the Customer should ensure that

the individuals concerned are provided with a copy of the Data Privacy Notice, and have been made aware: (i) of SMBC DIFC Branch's identity as a data controller;

(ii) that SMBC DIFC Branch may use their Personal Data as set out in the Data Privacy 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 DIFC, the UAE and the EEA, subject to suitable safeguards for such transfers; and

(iii) that the individual(s) concerned may have rights under applicable data protection laws to access some or all of their Personal Data SMBC DIFC Branch holds, and/or to have their Personal Data corrected if found to be inaccurate.

SMBC DIFC Branch accepts Personal Data from the Customer on the express understanding that the Customer has advised the individual(s) concerned of points (i) – (iii) above, and the Customer undertakes to provide a copy of the Data Privacy Notice to the individual(s) concerned.

5. Settlement/Administration of Accounts

SMBC DIFC Branch shall be entitled to process credits and debits to any account in such order and at such time of the day as it shall determine.

6. Conflicts of Interest

SMBC DIFC Branch has implemented policies and procedures to identify, prevent, and manage any actual or potential conflict of interest that may arise between SMBC DIFC Branch, its managers, employees, other SMFG Group companies and its Customers, or between one Customer and another (each, a "**Conflict**"). Where a Conflict is identified, SMBC DIFC Branch will take reasonable steps to remove or manage such Conflict in order to prevent it from adversely affecting the interests of SMBC DIFC Branch's Customers, and to ensure that the Customer is fairly treated and not prejudiced by any such Conflicts of Interest. The Customer agrees and understands that SMBC DIFC Branch may have in place arrangements, which involve the payment or receipt by it of any fee, commission, or non-monetary benefit to or from any person other than the Customer in connection with any product or service provided by SMBC DIFC Branch. To the extent permitted by the DFSA Rules and relevant laws, no Conflict shall prevent any SMFG Group company from being remunerated for the provision of any product or service, or give rise to any liability

for any SMFG Group company provided that the Conflict has been prevented or managed in accordance with any requirements under the DFSA Rules.

7. Monitoring of Telephone and Electronic Communications

The Customer acknowledges and expressly agrees that SMBC DIFC Branch may record and/or monitor telephone calls and electronic communications (including e-mails) for the purposes of training, quality assurance, confirming trades and complying with legal and regulatory requirements and internal policies. The Customer is advised that all calls to and from SMBC DIFC Branch are recorded. The Customer acknowledges and expressly agrees that SMBC DIFC Branch may record telephone conversations without the use of a warning tone or other explicit notification. Call recordings may be used as evidence of conversations held between the Customer and/or counterparties and SMBC DIFC Branch. Any recordings shall remain SMBC DIFC Branch's sole property. A copy of any recordings may be made available free of charge to the Customer, other relevant regulatory or supervisory authority in accordance with the Regulations, or to individuals in accordance with applicable data protection laws in the DIFC.

8. Complaints

SMBC DIFC Branch has policies and procedures in place for handling complaints fairly and promptly. A copy of the SMBC DIFC Branch's complaint handling procedure is available upon request. The Customer may submit a complaint to SMBC DIFC Branch by letter, telephone, e-mail or in person. SMBC DIFC Branch will work with the Customer to resolve complaints in a timely manner.

9. Client Classification

SMBC DIFC Branch will classify a Customer as either a 'Professional Client' or a 'Market Counterparty' (both as defined in the DFSA Rules). SMBC DIFC Branch does not provide products and/or services to Retail Clients. SMBC DIFC Branch will notify the Customer of its classification by a separate Customer classification letter. The Customer is entitled to request a different classification within 14 days of the date of the classification letter.

10. No Advice and Own Judgement

Unless otherwise expressly agreed, SMBC DIFC Branch shall not provide the Customer with advice

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(including, but not limited to, tax advice) or recommendations in relation to any financial product or financial service. To the extent permitted by the DFSA Rules and relevant laws, SMBC DIFC Branch does not accept liability for any adverse implications (including tax implications) of any of its products or services. The Customer warrants and represents that it is solely responsible for making its own investigations into risks associated with its own decisions or investments, that it has sufficient knowledge, market sophistication, experience, and that it has separately received professional advice in order to evaluate such risks. Accordingly, SMBC DIFC Branch gives no warranty as to any decisions made by the Customer or to the performance or profitability of their investments or in relation to any investment objectives that the Customer may have. Additionally, SMBC DIFC Branch shall not be liable for any error of judgement or any loss suffered by the Customer in connection with any of their decisions or investments.

11. Instructions

The Customer may instruct SMBC DIFC Branch by any means agreed from time to time, in each case via an officer of SMBC DIFC Branch authorised to receive such instructions. SMBC DIFC Branch shall be entitled to rely upon any instruction received from the Customer, which SMBC DIFC Branch reasonably believes, in good faith, to be from a person authorised to act on the Customer's behalf. Instructions given by the Customer via e-mail or other electronic means will constitute evidence of its instructions. SMBC DIFC Branch will only receive instructions or orders from those persons authorised to communicate with SMBC DIFC Branch in accordance with existing written arrangements, which will remain effective until such time as SMBC DIFC Branch receives written cancellation of such persons' authority, regardless of entries to the contrary in any public register or otherwise. Where more than one person has been authorised in writing to provide instructions, orders or to communicate on the Customer's behalf, SMBC DIFC Branch will assume that each such person can exercise such authority alone, unless the Customer has provided written instructions to the contrary.

12. Client Money

Where SMBC DIFC Branch holds any money on behalf of the Customer in the course of, or in connection with, the carrying on of Investment Business (as defined in the Conduct of Business

Module of the DFSA Rules), SMBC DIFC Branch will hold any such money as a bank, rather than as a trustee. Therefore, the Customer acknowledges and agrees that any such Customer money will not be held in accordance with the DFSA's Client Money provisions.

13. Record Keeping

SMBC DIFC Branch records (including recordings as described in paragraph 7 above), unless shown to be manifestly wrong, will be conclusive evidence of the Customer's dealings with SMBC DIFC Branch. The Customer shall not object to the admission of SMBC DIFC Branch records as evidence in any legal proceedings. SMBC DIFC Branch maintains its records in line with applicable laws and regulation on record keeping.

14. Updates to Notice

This Notice may be amended by SMBC DIFC Branch from time to time. Amended Notices will be issued to Customers. Amendments shall take effect on the date specified in the relevant Notice.

15. Governing Law

This Notice shall be governed by and construed in accordance with the Laws of the Dubai International Financial Centre and SMBC DIFC Branch and the Client both submit to the non-exclusive jurisdiction of the DIFC courts.