

Notice to customers of SMBC Bank International plc, London (“SMBCBI”)

This Notice is given to each person (a “Customer”) to whom SMBCBI provides any product or service and/or with whom SMBCBI 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 SMBCBI and the Customer, the relevant term in that other agreement shall prevail unless legally unenforceable.

GENERAL NOTICE

1. Regulations

In connection with the provision by SMBCBI of any product or service, SMBCBI may take or omit to take any action that it reasonably 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 SMBCBI)) with the rules and guidance in the FCA and PRA handbooks and any other relevant laws, rules, regulations, procedures, policies and guidance (together “Regulations”).

2. Prevention and Detection of Financial Crime

The Customer shall provide SMBCBI with any information it may reasonably request for any SMFG group company to undertake action considered necessary to comply with any Regulations relating to the prevention or detection of financial crime (including fraud, money laundering and/or sanctions). If such information relates to the Customer’s own due diligence on a third party, SMBCBI may decide to rely on such due diligence and requests that the Customer notifies SMBCBI if it does not consent to such reliance. SMBCBI 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 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.

3. Information Sharing

SMBCBI 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 SMBCBI reasonably thinks it necessary to do so and in accordance with applicable data protection laws in the United Kingdom and the Data Privacy Notice for Customers, Suppliers and Agents (“Data Privacy Notice”).

SMBCBI 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 SMBCBI 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”) SMBCBI holds will be used in accordance with applicable data protection laws in the United Kingdom and the Data Privacy Notice. Before providing SMBCBI with Personal Data, the Customer should ensure that those individuals concerned are provided with a copy of the Data Privacy Notice and are particularly made aware (i) of SMBCBI’s identity as a data controller, (ii) that SMBCBI may use 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 countries outside the EEA, subject to suitable safeguards for such transfers, and (iii) that the individual(s) concerned may have rights under applicable data protection laws. SMBCBI 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 individuals.

5. Settlement/Administration of Accounts

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

6. Conflicts of Interest

SMBCBI 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 SMBCBI, its managers, employees, other SMFG group companies and its Customers, or between one Customer

and another (each, a “Conflict”). Where a Conflict is identified, SMBCBI will take appropriate steps to prevent or manage such Conflict in order to prevent it from adversely affecting the interests of SMBCBI’s Customers. Where SMBCBI’s arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the Customer’s interests will not be prevented, SMBCBI 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. SMBCBI’s conflicts of interest policy sets out the types of Conflicts which affect SMBCBI’s business and provides details of how these are identified, prevented or managed. A summary of SMBCBI’s conflicts of interest policy is available on SMBC’s website. 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 of any SMFG 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.

7. Monitoring of Telephone and Electronic Communications

The Customer authorises SMBCBI to record or monitor telephone calls and electronic communications (including emails) for the purposes of training, quality assurance, confirming trades and complying with regulatory requirements and internal policies. The Customer is advised that SMBCBI may record telephone conversations without the use of a warning tone or other explicit notification. The Customer is further advised that all calls to and from SMBCBI Treasury Department, some front office departments and settlements departments are recorded. Any recordings shall remain SMBCBI’s sole property. A copy of any recordings will be made available free of charge to the Customer, the FCA, the PRA or other relevant regulatory authority in accordance with the Regulations, or to individuals in accordance with applicable data protection laws in the United Kingdom.

8. Complaints

SMBCBI is required to put in place internal procedures for handling complaints fairly and promptly. A copy of SMBCBI’s complaint handling procedure is available upon request. The Customer may submit a complaint to SMBCBI by letter, telephone, email or in person. SMBCBI will work with the Customer to resolve complaints in a timely manner. If requested, SMBCBI will provide the Customer with details of its complaints procedures, including when and how the Customer may be able to refer a complaint to the Financial Ombudsman Service in the UK.

9. Record Keeping

SMBCBI’s 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 SMBCBI. The Customer shall not object to the admission of SMBCBI’s records as evidence in any legal proceedings.

10. Compensation

SMBCBI is covered by the Financial Services Compensation Scheme (the “FSCS”), which is the compensation scheme for Customers of UK authorised financial services firms. Certain Customers may have the right to claim compensation from the FSCS 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 FSCS, there are limits on the maximum compensation payable by the FSCS in relation to investment business or deposits. Further information is available from the FCA, PRA and the Financial Services Compensation Scheme at 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU or from the Scheme’s official website at www.fscs.org.uk.

11. Updates to Notice

This Notice may be amended by SMBCBI from time to time by publishing a notice on SMBC’s website. Amendments shall take effect on the date specified in the relevant notice.

12. Governing Law

This Notice shall be governed by and construed in accordance with English Law.

ADDITIONAL NOTICES FOR INVESTMENT BUSINESS (as defined under the FCA and PRA handbook)

13. Customer Categorisation

SMBCBI will treat the Customer as either a professional client or an eligible counterparty. SMBCBI 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.

14. No Advice and Own Judgement

Unless otherwise agreed, SMBCBI shall not provide the Customer with advice (including, but not limited to, tax advice) or recommendations in relation to financial instruments. SMBCBI does not accept liability for any adverse tax implications of any product or service. The Customer represents that it has been solely responsible for making its own investigations into the risks associated with the Customer’s orders in relation to financial instruments and that it has sufficient knowledge, market sophistication, professional advice and experience to evaluate those risks.

15. Instructions

SMBC BANK INTERNATIONAL
99 Queen Victoria Street, London EC4V 4EH, UK
Tel: +44 (0)20 7786 1000
Fax: +44 (0)20 7236 0049

The Customer may instruct SMBCBI by any means agreed from time to time, in each case via an officer of SMBCBI authorised to receive such instructions. SMBCBI shall be entitled to rely upon any instruction from the Customer which SMBCBI reasonably believes in good faith to be from a person authorised to act on the Customer's behalf. Instructions given by the Customer via email or other electronic means will constitute evidence of the orders and instructions.

16. Best Execution

If SMBCBI has categorised the Customer as a professional client, SMBCBI will take all sufficient steps to provide best execution in relation to the Customer's orders in financial instruments in accordance with SMBCBI's order execution policy. SMBCBI will need consent from the Customer who is classified as a professional client to SMBCBI's 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"). SMBCBI will seek this consent from such Customer through a separate side letter.

17. Confirmations and Periodic Reports

SMBCBI 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. SMBCBI will also send the Customer periodic reports on the services that SMBCBI 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.

18. Trade and Transaction Reporting

Under the Regulations, SMBCBI may be obliged to make information about certain transactions in financial instruments public and to report the details of transactions to the FCA 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 SMBCBI may from time to time reasonably require to enable SMBCBI to fulfil any reporting requirement under this paragraph 18.

19. Charges

The Customer shall pay SMBCBI's charges as agreed from time to time at the rates set out on its website.

20. Money received in the course of providing Investment Business to a customer

In the event that SMBCBI receives and holds money from a Customer whilst providing designated investment business to that Customer, the Customer should be aware that (1) the money held for that Customer is held by SMBCBI as banker and not as trustee under the client money rules; and (2) if SMBCBI fails, the client money distribution and transfer rules will not apply to these sums and so the Customer will not be entitled to share in any distribution under the client money distribution and transfer rules.