

# Cash Management Services Agreement

# France Legal and

# Regulatory Schedule

## SMBC Bank International plc

This Schedule is supplemental to the Cash Management Services Agreement (the “Agreement”) between the Bank and the Customer and sets out terms and conditions that apply as a result of providing the Services to you from our office in France. It does not provide an exhaustive list of your and our legal obligations to each other. Expressions defined in the Agreement have the same meanings in this Schedule.

### 1. Derogations from the French Code monétaire et financier

The following provisions of the French Code monétaire et financier shall not apply to the Agreement:

Provision / Article	Subject matter
Sections 3 to 4 of Chapter IV, Title I, Book III, other than Articles L.314-7 III and L.314-13 I	Costs associated with the provision of information; and information requirements
L133-1-1	Provisions where payee is outside the EEA
L.133-7 fourth and fifth paragraphs	Implied consent to the payment transaction
L.133-8	Revocation of payment instructions
L.133-19 and L.133-20	Liability in connection with payment instruments with security features
L.133-22 and L.133-23	Liability in the case of incorrectly executed payment transactions
L.133-25, L133-25-1 and L.133-25-2	Refund of payment transactions initiated by the payee or via an intermediary of the payee
L.133-26 I and III	Fees for provision of information or revocation of payment instruction
L.561-45	The bank’s reporting obligations

### 2. Exceptions to Limitation of Liability

Nothing in the Agreement shall exclude or in any way limit any person's liability to you for (i) fraud, (ii) death or personal injury caused by its negligence, (iii) gross negligence or (iv) any liability that may not be excluded or limited pursuant to any law or regulation.

### 3. Indemnity

Clause 13(a) of the General Terms of Use Schedule shall not apply and shall be replaced by the following:

You are liable for, and you agree to indemnify us against, any liability or loss caused to us or any third party (including our shareholders, directors, officers and employees; and the shareholders, directors, officers and employees of our affiliated companies) (each of which is an “Indemnified Party”) arising out of or resulting from the use of Services and /or any breach of your obligations under the Agreement.

#### **4. Credit for an indefinite period**

By derogation from the final sentence of Clause 6(a) of the General Terms of Use Schedule, where we grant you credit for an indefinite period, other than occasionally, we will comply with Article L. 313-12 of the French Code monétaire et financier. We will not grant you such credit without written notice nor before the expiry of a period notice which will be not less than 60 days after the date of the notice.