

# Cash Management Service Agreement

# Host to Host Service

# Schedule

---

## Sumitomo Mitsui Banking Corporation Europe Limited

This Schedule governs the terms and conditions associated with the Host to Host Service (as defined below). This Schedule is referred to as "H2H" or "Host to Host" in the cash management services agreement entered between you and us on [●] ("Cash Management Services Agreement"), which this Schedule supplements and which incorporates the terms of this Schedule by reference. As used in this Schedule, the terms "we", "us", "our", and "Bank" refer to the Bank as defined in the Cash Management Services Agreement. The terms "you" and "your" (occasionally referred to as "Customer") refer to the Customer as defined in the Cash Management Services Agreement .

### 1. The Host to Host Service

(a) The Host to Host Service. We shall provide to you, subject to the terms of this Schedule and any relevant Documentation and Specifications (both as defined below), a data transmission service (the "Host to Host Service"). You acknowledge that the Host to Host Service is simply a means to transfer data from you to us and us to you and is not, in and of itself, an extension of credit or banking facilities or the provision of an account of any sort. The other agreements (including the Cash Management Services Agreement), schedules, documentation, terms and conditions which govern any such credit or facilities and the management of any such accounts including, without limitation, the crediting and debiting of such accounts and the instructions we may accept in relation thereto, shall continue to have effect and will not be affected by this Schedule save where necessary to give effect to its terms. We shall inform you of any discontinuation of the Host to Host Service with prior reasonable notice. In case of discontinuation you shall have the right to terminate this Schedule with immediate effect and without any compensation being due from us to you or from you to us. [For the avoidance of doubt, you will be obligated for all fees and charges associated with your use of the Host to Host Service up to and including the effective date and time of termination.]

(b) Addenda Applicable to Host to Host Service. You agree, in addition to the terms of this Schedule, to be bound by the specific terms and conditions set out in the various addenda attached to and made a part of this Schedule. You acknowledge and agree that we may modify these terms and conditions from time to time in our discretion. We will provide you notice of any modification of the terms and conditions and a date (which will be a date not earlier than thirty days from the date of the notice we provide) when such modifications will become effective. You may elect not to accept the modifications, and in such event, you must terminate your use of the Host to Host Service and so notify us. Your continued use of the Host to Host Service after the effective date will constitute your consent and agreement to the modifications. If there is an inconsistency between this Schedule and any of the addenda for the Host to Host Service the relevant addendum will govern.

(c) Documentation and Specifications. Detailed procedures for the use of the Host to Host Service are contained in implementation documents ("Documentation") we will supply to you before you begin to use the Host to Host Service. We may also provide you with specifications ("Specifications"). You may be required to complete and provide information to us in connection with the Documentation and Specifications. When you begin to use the Host to Host Service, you also agree to be legally bound by all of the terms stated in the Documentation and Specifications. The Documentation and Specifications are an integral part of this Schedule and are incorporated into it by reference. This Schedule, the addenda, the Documentation and Specifications are intended to be read together. However, if there is any inconsistency between them, the terms of the Documentation and Specifications will control.

(d) Writing. This Schedule, together with the various addenda, schedules or notices provided hereunder may be provided to you entirely or in part in paper form or electronically. Any part of this Schedule sent electronically shall be considered to be a "writing" or "in writing" and shall constitute an "original" when printed from electronic files or records established or maintained in the normal course of business.

(e) Defined Terms. Any terms defined herein shall also be defined terms in any addenda, Documentation or Specifications attached hereto and incorporated by reference.

## 2. Fees

Our charges and fees for our cash management Host to Host Service are negotiated on a case by case basis. These fees and charges may change. We will provide you notice of such changes, which will become effective on and as of the date of publication.

## 3. Security Procedures

(a) Establishment of Security Procedures. You will establish appropriate security procedures, including the designation of individuals authorized to access and use the Host to Host Service, as provided in this Clause and more generally in the Cash Management Services Agreement, including in the General Terms of Use Schedule. These security procedures may include the use of SSH keys, PGP keys, digital certificates, signatures, identification numbers and passwords, which you must safeguard. Using these security procedures you will transmit information and instructions (collectively, "Instructions") to us. Any Instructions you provide in which the respective security procedures are used (whether or not the individual using the procedures or the particular transaction has been authorized by you) will be considered genuine and authentic by us, and we shall be entitled to rely on the Instructions without further investigation whatsoever.

(b) Purpose of Security Procedures. Security procedures are intended to confirm the authenticity of the Instructions you provide to us, and not to detect errors in the content or transmission of such Instructions, and we assume no responsibility for doing so. We also assume no responsibility to discover, audit, or report to you any unauthorized disclosure or use of the security procedure or other breach of security by you, your agents or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. You shall promptly notify us of any suspected breach of security (whether or not involving your employees).

(c) Use of Security Procedures. You acknowledge that you have been advised of the various security procedures employed by us, that you understand them, and that the Instructions you will issue to us under this Schedule will employ the security procedure suitable to your particular circumstances.

(d) Confidentiality of Security Procedures. The parties hereto must preserve the confidentiality of the security procedures they use in connection with the Host to Host Service. You should disclose the security procedures only to those employees who are required to know them. You must preserve the confidentiality and security of any security codes or devices and make them available only to the authorized individuals designated by you to use the Host to Host Service.

(e) Change of Security Procedures. We reserve the right to change the security procedures upon notice to you.

(f) System and Security Requirements Associated with Internet Use. You agree to follow all security measures and advice provided by the Bank through <https://www.smbcgroup.com/emea/about-us/customer-information-and-notices/> where relevant to the Host to Host Service.

#### **4. Confidentiality**

You must comply with the confidentiality requirements provided at Clause 8 of the General Terms of Use Schedule of the Cash Management Services Agreement.

#### **5. Instructions**

You must comply with the requirements provided at Clause 3 of the General Terms of Use Schedule of the Cash Management Services Agreement as relate to your instructions in connection with your use of the Host to Host Service.

#### **6. Limitation of Liability**

(a) Our Obligation. Our liability to you shall be limited to our exercise of ordinary care in performing that part of the Host to Host Service which is within our control. You acknowledge that (i) a third party is responsible for managing the technology which underlies the Host to Host Service, and (ii) that use of the Host to Host Service is dependent, in part, on your own software. Substantial compliance by us with our standard procedures for providing a Host to Host Service shall be deemed to constitute the exercise of ordinary care.

(b) Other Limitations of Liability. You acknowledge that our liability to you under this Schedule shall be further limited as provided in Clause 12 of the General Terms of Use Schedule of the Cash Management Services Agreement, as otherwise modified by that agreement.

#### **7. Termination**

(a) Your Right to Terminate. You may terminate this Schedule at any time by providing notice to us specifying an effective date and time of termination (which must be not less than 45 days after the date of the notice). You may also terminate this Schedule immediately in the event we fail to fulfill any material covenant or obligation required of us hereunder. [You will be obligated for all fees and charges associated with your use of the Host to Host Service up to and including the effective date and time of termination.] You may not use the Host to Host Service after the effective date and time of termination.

(b) Our Right to Terminate. We may terminate this Schedule at any time by providing notice to you specifying an effective date and time of termination (which must be not less than 45 days after the date of the notice). We may also terminate this Schedule immediately in the event you fail to

fulfill any material covenant or obligation required of you hereunder or under any other agreement you have with us or with any of our affiliated companies or if we determine that your financial condition has deteriorated or if required by law. [You will be obligated for all fees and charges associated with your use of the Host to Host Service up to and including the effective date and time of termination]. You may not use the Host to Host Service after the effective date and time of termination.

(d) Certain Continuing Obligations. Notwithstanding any such termination, this Schedule shall continue in full force and effect as to all transactions for which processing has been commenced by us and all rights and liabilities arising prior to such termination. This Section and Section 6 of this Schedule shall survive termination.

(e) Duration. This Schedule shall be deemed to be effective from the date of signature of the last signatory until terminated in accordance with the provisions of this Section.