



**SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED**

**CASH MANAGEMENT SERVICES AGREEMENT**

This Agreement governs the terms and conditions associated with the cash management services that we provide to you. As used in this Agreement, the terms “we”, “us”, “our”, “Bank” and “SMBCE” refer to the Sumitomo Mitsui Banking Corporation Europe Limited. The terms “you” and “your” refer to the party (ies) executing this Agreement as the Customer below.

**1. General Scope of Agreement**

(a) Use of Services. You may access and use our various cash management services through physical paper-based instructions and certain services may be accessed and used by telephone or through our corporate Internet site, [www.smbcgroup.com](http://www.smbcgroup.com). In addition, where you have provided us with notice, certain cash management services may be executed by you through a payment initiation service provider and account information may be accessed by you using an account information service provider (as those service providers are defined in the Payment Services Regulations 2017).

By using our cash management services, whether accessed directly via our online banking service or via a payment initiation service provider or an account information service provider, you agree to the terms and conditions set forth in this Agreement and the other documents and agreements referred to herein which are incorporated by reference. You understand and acknowledge that the services are accessed through the use of various signatures, identification codes and passwords, and that we are entitled to rely upon any instructions, information or transactions provided or initiated by anyone using these signatures, identification codes and passwords and treat such instructions, information or transactions as having been authorized and approved by you.

***Payment initiation service providers and account information service providers***

Your use of any payment initiation service or account information service (as those service providers are defined in the Payment Services Regulations 2017) to access or use any of our services will be subject to your consent to the engagement of such a service provider and by which you will agree that we may transmit data about you, your accounts with us and any previous or intended payment transaction to that service provider that is necessary in order to undertake their services for you and to effect the services we provide under this Agreement. You agree that such consent may be provided to us via the relevant provider or by you directly and we shall be entitled to rely on a notification of your consent indefinitely until this Agreement is terminated or until such time as we receive notice from you or the service provider that your consent has been withdrawn. You agree that you cannot withdraw your consent whilst a payment is being processed.

When we transmit data about you or your accounts or process any payment transaction to or through any such provider we shall treat any request or order transmitted to us by that provider as if it had been made by you directly. In such circumstances references to “you” and any obligation imposed on you under this Agreement shall apply to the extent necessary to ensure that the requested payment or service is carried out in accordance with this Agreement. For the avoidance of doubt, we shall not enter into any contractual relationship with any such service provider you engage and any such service provider shall not be our agent or sub-contractor. We do not accept any liability for any loss or damage caused to you, howsoever arising, in relation to any action, omission or breach of legal or regulatory obligation caused or

Registered as a limited company in England and Wales under number 4684034.

The above stated address is the registered office.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

attributable to in whole or part by any such service provider; the foregoing does not affect our obligations to you where an executed payment transaction was initiated through a payment initiation services provider and was not authorised by you and you have notified us of the error within the time limit specified in this Agreement.

The terms and conditions you enter into with the relevant provider will be in addition to the terms and conditions set out in this Agreement. For the avoidance of doubt, no term or condition of any such service provider you engage shall require us to do or not to do anything that would be contrary to or inconsistent with the provisions of this Agreement. The obligations in this Agreement imposed on you are not waived or modified by us if you engage any payment initiation service provider or account information service provider or if we transmit any data to any such provider concerning you, your accounts or any payment transactions.

(b) Services. This Agreement sets forth terms and provisions applicable to any or all of the following services (the "Services") you elect to obtain from us through our "E-Moneyger<sup>®</sup>" online banking service. These may include:

- i. Account Balance and Statement Reporting;
- ii. Fund Transfer (Book and Wire) Services;
- iii. BACS Services; and
- iv. Foreign Exchange and Money Market Deal Confirmation services.

All of these services may be accessed through our "E-Moneyger<sup>®</sup>" online banking service available through our web site, [www.smbcgroup.com](http://www.smbcgroup.com). You may select additional Services (or delete existing Services) in the future by informing us in writing. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent. From time to time we may change the Services that we make available to you under this Agreement, including adding new or withdrawing any existing Services. We will provide you with written notice of any such changes to the available Services. Any withdrawal of a Service which we are already providing to you shall be governed by Clause 13 (*Termination*).

(c) Addenda, Documentation and Specifications. Detailed procedures for the use of certain Services are contained in implementation documents ("Documentation"), which, if applicable to a Service, we will supply to you before you begin to use that Service. In connection with certain Services, we will provide you with specifications ("Specifications") before you begin to use that Service. In addition, specific terms and conditions may apply to a Service as set out in the various addenda attached to this Agreement ("Addenda"). If you elect to obtain any of the Services through our web site (including those Services offered through E-Moneyger<sup>®</sup>), you agree to be bound by the terms and conditions governing online use as set out in Addendum 1 (*Addendum for e- Moneyger<sup>®</sup> Online Banking Services*) to this Agreement. You may be required to complete and provide information to us in connection with the Documentation, Specifications and Addenda which are applicable to the Services you have requested.

When you begin to use a particular Service, you also agree to be legally bound by all of the terms and conditions stated in the Addenda, Documentation and Specifications applicable to that Service (if any). You agree that we may modify the terms and conditions set out in this Agreement, including in any Addenda, Documentation and Specifications relating to any specific Service, from time to time at our discretion. We will provide you with notice of any such modifications and a date (which will be a date not earlier than thirty days from the date of the notice we provide) when they will become effective (the "Effective Date"). You may elect not to accept the modifications, and in such event (unless we otherwise agree), you must terminate this Agreement or, in the case of any amendments to any applicable Addenda, Documentation and/or Specifications, your use of the specific Service to which the modifications relate, and notify us accordingly. Your continued use of any Service we provide

to you after the Effective Date will constitute your consent and agreement to the relevant modifications.

The Addenda, Documentation and Specifications applicable to the Services you have requested form an integral part of this Agreement and are incorporated into it by reference. This Agreement, the Addenda, the Documentation and/or Specifications are intended to be read together. If there is any inconsistency between this Agreement, the Addenda, the Documentation and/or Specifications, the terms of the Addenda, Documentation and Specifications will prevail. For the avoidance of doubt, you shall only be bound by the terms of the Addenda, Documentation and/or Specifications applicable to the Services we provide to you.

(d) Writing. This Agreement, together with the various addenda, schedules or notices provided hereunder may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically.

(e) Defined Terms and Interpretation. Terms defined in this Agreement shall, unless otherwise defined therein, have the same meaning in any Addenda, Documentation or Specifications. Any reference to this Agreement includes the relevant Addenda, Documentation and/or Specifications provided by us in connection with this Agreement. "Business Day" for the purposes of this Agreement includes any day (other than a Saturday or Sunday) when we are open for general business in London. Any reference to a "party" is to a party to this Agreement and also includes a reference to that party's successors and permitted assigns. A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to any party shall include that party's successors or permitted assigns. A provision of law is a reference to that provision as amended or re-enacted.

## **2. Accounts**

In performance of the Services it may be necessary for us to establish accounts on your behalf at other banking institutions with whom we have established a contractual relationship. Unless otherwise indicated in this Agreement, any reference to an "Account" in this Agreement shall refer to any of your accounts at SMBCE or any accounts we have established at any other banking institution (each a "Related Bank") for the purpose of providing the Services.

## **3. Fees**

Our fees for the "E-Moneyger<sup>®</sup>" online banking services will be as set forth in and payable in accordance with Addendum 2 (*Fee Addendum*) to this Agreement (together, the "Fees"), or as otherwise agreed in writing between us from time to time. We will provide you with a copy of our most recent fee schedule upon request. We will provide you with written notice of any changes to the Fees, which will become effective on and as of the date specified in such notice, and which shall in any such case be no earlier than sixty (60) calendar days following the date of such notice.

## **4. Security Procedures**

(a) Establishment of Security Procedures. If required for a Service, at our request you will establish appropriate security procedures, including the designation of individuals authorized to access and use the Services and the use of signatures, identification numbers and passwords, which you must safeguard. Using these security procedures you will transmit information and instructions (collectively, "Instructions") to us. We are entitled to accept and act on Instructions if they have been authenticated by the relevant security procedures.

(b) Purpose of Security Procedures. Security procedures are intended to confirm the authenticity of the Instructions you provide to us. We assume no responsibility to discover or audit any unauthorized disclosure or use of the security procedures or other breach of security by you, your agents or representatives, or any third party.

(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 Agreement will employ the security procedure suitable to your particular circumstances.

(d) Confidentiality of Security Procedures. You must preserve the confidentiality of the security procedures both you and we use in connection with the Services. 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 Services.

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

## **5. Confidentiality**

(a) Your Confidentiality Obligations. All computer programs, data bases, equipment, trade secrets, processes, proprietary data, documentation, user manuals and related materials or information provided by us to you in connection with this Agreement are confidential and are owned exclusively by us or by the third parties from whom we have secured the right to use such items (collectively, "Confidential Information"). You shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to your employees on a need-to-know basis. Upon termination of this Agreement, you shall return all Confidential Information to us.

(b) Breach. Any breach or threatened breach of this Clause will cause immediate irreparable injury to us and you agree that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy such breach without limiting our right to other remedies available in the case of such a breach. We may apply to a court for preliminary injunctive relief, permanent injunctive relief and/or specific performance but such application shall not abrogate our right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

(c) Our Confidentiality Obligations. We will treat personal and business information which you provide to us, and information concerning the accounts held with us, in the course of the Services as private and confidential. We may share this information with our affiliated companies. We may share necessary information with our service providers in order to carry out transactions initiated by you. We will restrict their use of such information for any purpose other than carrying out these transactions and providing the services requested by us. We may share this information when we are legally required to do so, such as with law enforcement authorities, or as directed by court order. We may also share this information to prevent fraud, with our accountants and lawyers as required for them to carry out their responsibilities to us, with our regulators as requested by them and for other similar purposes. We will not sell or transmit this information to third parties to allow them to solicit you or provide the information to them for their own independent use. We may, however, share selected information with our business partners in order to deliver products and services you have requested and in order to communicate with you about us, our products and services.

Where you have given notice to us of your consent to use one or more payment initiation service provider or account information service provider to use any of our services you agree

that we may transmit such information about you, your accounts that you hold with us and any completed or prospective transactions as is requested by any such provider or which we deem necessary to transmit to any such provider for the purpose of that provider undertaking the relevant payment initiation service or account information service. Such information will be communicated by us to the relevant provider in accordance with the applicable regulatory technical standards adopted under Article 98 of the payment services directive, but we shall not be liable for the subsequent retention, use or loss of any such information by any third party provider or by any of their agents once transmitted by us in accordance with the consent you provided to us.

## **6. Instructions**

(a) Reliance. We will rely on Instructions provided by you in connection with your use and access of the Services. In connection therewith, we will assume that any person using your signatures, check stock, access codes, identification codes or passwords has been authorized to provide Instructions to us.

(b) Use of Account or Other Identifying Number. You understand that we routinely rely on account numbers in executing payment orders, any automated clearing house entry or for fund transfers and other transactions. If you or your agent issues Instructions containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely, without liability to you, on such number without inquiry of you or other verification, even if such Instruction contains a name or other information that may be inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a payment or transfer order. Similarly, we may rely on the identifying or account number as the correct identification of the beneficiary when we receive incoming payment orders. You agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

(c) Cancellation or Amendment. If you ask us to amend or cancel any Instruction and your request complies with our internal procedures as in effect from time to time, we will use reasonable efforts to comply with your request prior to executing your Instruction. We will not be liable to you, however, if we fail for any reason to amend or cancel your Instruction.

(d) No Action On Instruction. We shall not be obligated to act upon any Instruction:

- i. which is not in accordance with our internal procedures (or those of any Related Bank), as in effect from time to time;
- ii. for which we are not able to obtain any necessary authentication;
- iii. which would result in a debit to any of your accounts with us or any Related Bank exceeding the available funds in such account and any pre-established credit limit;
- (d) which would exceed any credit or other limit established for you by us from time to time;
- iv. which is incomplete or ambiguous;
- v. which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; or
- vi. if, in our sole judgment, your financial condition is impaired or we suspect fraud or an unlawful activity may occur in connection with any Service.

(e) Notice. If we reject or do not act upon your Instruction, we shall notify you within a reasonable time by telephone, facsimile, electronic transmission or overnight mail, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice or the requested transaction.

(f) Verification. You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which is not received by us.

(g) Instructions Received After Cut-Off Time. If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Business Day, then the Instruction shall be deemed to have been received on the next Business Day.

(h) Unauthorised Transactions and Breaches of Security Procedures. If at anytime, you become aware of any unauthorized transactions being made and/or any breach of any security procedures, you must without undue delay and in any event no later than thirteen (13) months after the transaction date, notify us in accordance with Clause 16(a) (*Notices*).

(i) Changes. From time to time, you may change information you have provided to us in connection with the Services. We may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us, signed by your authorized representative and have had a reasonable opportunity to act on such notice(s).

## **7. Statements, Notices, Confirmations**

(a) Statements. We shall provide you with periodic statements and notices and, as applicable, transaction confirmations for the Services you use. You will be deemed to have received information made electronically available on the date the information is available for access by you.

(b) Your Obligation. You agree to examine promptly all statements, transaction confirmations and other notices, which we or other banks send or make available to you. If there is a discrepancy or error ("Error") reflected in any statement, notice or transaction confirmation produced by us and you fail to notify us of the Error, (i) in the case of any statement or notice, within sixty (60) calendar days of your receipt of such statement or notice or, (ii) in the case of a transaction confirmation, by the next Business Day after receipt of such transaction confirmation, we shall have no liability to you for any additional loss including, without limitation, any loss of interest, resulting from your failure timely to report such Error. If you notify us orally, you shall promptly confirm the notification in writing.

(c) Limitation of Liability. You shall be entirely precluded from asserting any Error against us, and we shall have no liability to you of any kind for any Error, if you fail to notify us of such Error within sixty (60) calendar days after you receive the statement, notice, or transaction confirmation produced by us reflecting such Error.

(d) Multi-Bank Statement Services. Periodically other third party banks or financial institutions may provide balance and statement reports to you and we may arrange for these reports to be made available to you through "E-Moneyger<sup>®</sup>". By signing this Agreement, you agree that SMBCE and its affiliates shall not be liable or responsible for, and makes no representation as to the accuracy, reliability or completeness of, any information contained in any such multi-bank statement reports provided by a third party bank or financial institution. The terms and conditions of this Agreement apply without limitation to the provision of such multi-bank statement services, including (for the avoidance of doubt) the right of SMBCE to terminate such service at any time at its discretion as contemplated by paragraph (b) of Clause 13 of this Agreement.

## **8. No Extension of Credit; Fund Transfer; Setoff**

(a) Your Obligation. If a Service involves a debit to any of your accounts with us (a "Fund Transfer"), you shall have in your deposit account the required amount of available funds to enable us to make the debit. Nothing in this Agreement shall constitute, or shall be deemed to

constitute, a commitment by us to extend credit or grant overdraft privileges to you or any other person, nor shall any course of dealing between you and us constitute, or be deemed to constitute, any such commitment or grant. We shall have no obligation to make any funds available to effect any payment being made by or to you in utilizing any of the Services. At no time shall we be required to overdraw your account, even if we have allowed you to do so on one or more prior occasions.

(b) All Items Subject to Final Payment. All non-cash deposits are posted to your account subject to our receipt of “final payment” from the bank or other person on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned “insufficient funds” or “account closed”; or if an item is returned after final payment, we will charge your account for the amount of the item, for any interest earned on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the chargeback of a returned item or a bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your account a service charge for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. If we must pay any fees to collect an item you have deposited, we will charge the fees to your account and we may impose a service charge for the collection. We may immediately, but shall not be obligated to, charge-back to any of your accounts the amount of any returned item or debit or credit entry, and you shall be liable to us for such amount until paid to us. If we credit your account for any Fund Transfer, the credit we give you is provisional until we receive final credit for the Fund Transfer through a Federal Reserve Bank or other applicable payment system. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the Fund Transfer, and we may charge any account you have with us for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the Fund Transfer.

(c) Setoff. We shall have a contractual right of setoff against your deposits and other property, now or in the future in our possession, for your obligations to us under this Agreement. We may exercise our right of setoff without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the setoff on our books and records at a later time. Any exercise by us of our rights under this Clause shall be without prejudice to any other rights or remedies available to us under this Agreement or otherwise.

## **9. Our Retention of Records**

Records. We may, but are not required by this Agreement to, maintain records, including computer files and other electronic records, of any transactions, Instructions, communications or other acts or omissions relating to the Services provided to you and may retain such records for so long as we deem appropriate. Any such records retained by us may be made available to you, at our discretion, subject to payment by you of any costs and expenses reasonably incurred by us in doing so.

## **10. Limitation Of Liability**

(a) Unauthorized Transactions. We shall have no liability to you for any unauthorized transfer made using the security procedures that occurs before you have notified us of possible unauthorized use. You may be responsible for losses resulting from any unauthorized use of the Services if you have acted fraudulently, failed to notify us of any unsuspected breach or if you act without reasonable care (which may apply if you do not comply with your obligations under Clause 6 (*Instructions*)).

(b) Altered Instructions. We shall incur no liability for acting upon and carrying out the funds transfer Instructions we receive, even if the information we receive has been altered during transmission, regardless of the events or circumstances leading to the alteration, including without limitation, your failure (1) to access our online corporate banking Services using a personal computer on which virus protection software has been installed, (2) to update virus signature files promptly when updates become available from the manufacturer of the virus protection software, and (3) to immediately install updates to browser software as such updates become available from the manufacturer.

(c) General Limitations on our Liability. You agree that the Bank, any of its parents, subsidiaries or affiliates, and any third party providers engaged by the Bank to perform any of the Services connected with this Agreement shall have no liability to you under or in connection with this Agreement, or any collateral agreement, whether arising in or caused by a breach of contract, tort (including negligence), breach of statutory duty or otherwise, save as expressly provided or contemplated in paragraph (d) of this Clause.

(d) Exceptions. Nothing in this Clause 10 or otherwise in this 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 (including negligence as defined in s. 1 Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s. 12 Sale of Goods Act 1979 and/or s. 2 Supply of Goods and Services Act 1982, (iv) gross negligence or (v) any liability to the extent the same may not be excluded or limited as a matter of law or regulation, including, but not limited to, certain provisions of the Payment Services Regulations 2017 that are not expressly disappplied by this Agreement.

(e) Indirect and consequential losses. In no event shall we (or any other party with whom we may be claimed to be jointly liable) be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including, without limitation attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (including, without limitation, dishonor of checks or other items), whether or not the possibility or likelihood of such damage was known or contemplated by us.

(f) No representations. We make no representations or warranties of any kind, express or implied, in connection with any of the Services or any software or equipment we may supply to you; any condition, warranty, representation or other term which might otherwise be implied into or incorporated in this Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby expressly excluded.

(g) Third Party Rights. No third party shall have any rights or claims against us under this agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.

## **11. Indemnification**

(a) Indemnity. You agree to indemnify us and each of our respective shareholders, directors, officers, and employees, and the shareholders, directors, officers and employees of our affiliated companies (the "Indemnified Parties") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all legal fees) which any Indemnified Party may incur or which may be asserted against any Indemnified Party in connection with or arising out of the matters referred to in this Agreement (including, but not limited to, our taking actions, carrying out transactions or relying upon information initiated or provided by you) by any person, entity or governmental authority (including any person or entity claiming derivatively on your behalf ).



(b) Exception. You shall have no obligation or liability under this Clause 11 for any loss of profit or consequential loss or damage of any kind suffered by an Indemnified Party, or to the extent that any losses, damages, liabilities, costs or expenses suffered or incurred by an Indemnified Party arise out of or result from any gross negligent, fraudulent or wilful act or omission of or by the Indemnified Party or its employees.

## **12. Taxes**

You are responsible for paying all taxes, however designated, levied or based upon the Services, but excluding taxes based upon our net income or assets.

## **13. Termination**

(a) Your Right to Terminate. You may terminate this Agreement at any time by providing notice to us specifying an effective date and time of termination (which must be not less than 30 days after the date of the notice). You will be obligated for all fees and charges associated with your use of the Services up to and including the effective date and time of termination. You may not use the Services after the effective date and time of termination.

(b) Our Right to Terminate. We may terminate this Agreement, or any specific Service provided by us hereunder, at any time by providing notice to you specifying an effective date and time of termination (which must be not less than 30 days after the date of the notice). We may also terminate this Agreement, or any Service provided by us hereunder, immediately in the event you fail to fulfill any 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, or when your company is or becomes insolvent, commences negotiations with any of its creditors as a result of any financial difficulties, is unable to pay its debts as they fall due, presents or has presented against it in any court or before any relevant authority any petition, application or order for receivership, liquidation, administration or any similar procedure in any jurisdiction outside of England or an insolvency official (public or private) is appointed or becomes responsible for managing the affairs of your company. We may terminate this Agreement when all the accounts you have with us which use the Services have been closed. You will be obligated for all fees and charges associated with your use of the Services up to and including the effective date and time of termination. You may not use the Services after the effective date and time of termination.

(c) Certain Continuing Obligations. Notwithstanding any such termination, this Agreement 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 Clause and Clauses 5(c), 7(c), 8, 9, 10, 11, 15 and 16 of this Agreement shall survive termination. Save as otherwise provided by this Clause, all rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement.

## **14. Force Majeure**

We shall have no responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of our obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under our reasonable control, acts of God (including, but not limited to, fire, floods, or adverse weather conditions), labour disputes, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond our reasonable control.

## 15. Dispute Resolution

(a) Mediation. Should any dispute arise between you and us relating to this Agreement and if, following the good faith negotiation of the dispute, it cannot be resolved, the parties will consider using mitigation to settle such dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

(b) Court proceedings. Should we be unable to resolve the dispute following mediation, or if we do not wish to use, or continue to use, mediation to resolve a dispute, either you or we may bring suit with respect thereto in the Courts of England. You agree that such courts have exclusive jurisdiction to hear the dispute, and agree not to file any motion or pleading seeking to dismiss the suit on the grounds that such courts do not provide an appropriate or convenient forum for hearing the dispute. This Clause is for the benefit of the Bank only. To the extent allowed by law, the Bank may take proceedings in any other court and concurrent proceedings in any number of jurisdictions.

(c) Agent for Service. If you do not have a registered office in England and Wales, you hereby irrevocably appoint the person named below as your agent to receive and acknowledge service on your behalf of any claim form, application notice, order, judgment or other notice of legal process in England. If for any reason that agent (or its successor) no longer serves as your agent for this purpose, you shall promptly appoint a successor agent and notify us thereof. Until we receive such notification we shall be entitled to treat the agent named below (or its said successor) as your agent for the purposes of this Clause 15. You agree that any such legal process shall be sufficiently served on you if delivered to your agent at its address for the time being in England whether or not such agent gives notice thereof to you.

## 16. Miscellaneous Provisions

(a) Notices. Unless otherwise stated in this Agreement, all notices required by this Agreement or by law to be given by you or us shall be sent by first class mail, overnight courier service, hand delivery, fax, electronically, or other agreed-on means, and will be effective upon delivery. All such notices shall be delivered to the address shown at the end of this Agreement. We may provide notice electronically to you by fax or secure email to your authorized representative. Either you or we may change addresses by written notice to the other. Any notice provided as set forth above shall be conclusively presumed to have been received by the party to which it is sent: on the next following Business Day, if sent by overnight courier; on the fourth Business Day after the day sent by mail; when received in legible form, if sent by fax; or, on the Business Day of delivery, if sent by hand delivery or electronic transmission.

(b) Governing Law. This Agreement (including any non-contractual disputes and claims that arise out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the laws of England.

(c) Assignment; Successors. Neither party may assign any of its rights or delegate any of its obligations hereunder without prior written consent of the other party, except we may assign this Agreement or any part of it to any of our affiliates upon written notice to you, and we may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

(d) No Waiver. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any of either our or your rights

or obligations. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

(e) Headings. The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.

(f) Severability. In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

(g) Entire Agreement. This Agreement (together with the various addenda and schedules referred to herein) constitutes your and our entire agreement with respect to the subject matter hereof and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements, either oral or in writing. Your account and other services you obtain from us will be subject to the account agreement and the other agreements relating thereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

(i) Payment Services Regulations. The Payment Services Regulations 2017 (SI 2017/752) will apply to this Agreement, except for the following provisions which shall not apply to this Agreement: (i) all the provisions of Part 6; and (ii) the following provisions of Part 7: regulations 66(1), 67(3) and (4), 75, 79, 80, 83, 91, 92 and 94. Regulations 86 to 88 do not apply to this Agreement, except to transactions in euro, in sterling when executed wholly within the UK, or transactions involving one currency conversion between euro and sterling carried out in the UK, and in the case of cross-border transactions, where the cross-border transfer takes place in euro (as set out in Regulation 85(1)(c)), and except for other transactions that are executed wholly within the EEA in which case the provisions of Regulation 86(3) will apply.

**Addendum 1**  
**ADDENDUM FOR e-MONEYGER<sup>®</sup> ONLINE BANKING SERVICES**

This Addendum governs your use of our e-Moneyger<sup>®</sup> cash management services through our corporate website, <https://www.e-moneyger.com>. Capitalized terms used in this addendum shall have the meaning set forth in the SMBCE Cash Management Services Agreement (the "Agreement") to which you are a party.

**1. General Provisions Applicable to e-Moneyger<sup>sm</sup> Online Banking Services**

(a) Use of e-Moneyger<sup>®</sup> Online Banking Services. We provide Funds Transfers (Book and Wire), Balance and Statement Reporting and Foreign Exchange & Money Market Confirmation Delivery functions (referred to as "e-Moneyger<sup>®</sup> Services") through our corporate Internet site, <https://www.e-moneyger.com>. By using these e-Moneyger<sup>®</sup> Services, you agree to the terms and conditions set forth in this Addendum and the other documents and agreements referred to herein. You understand and acknowledge that the e-Moneyger<sup>®</sup> Services are accessed through the use of various signatures, identification codes, passwords, and digital token codes, and that we are entitled to rely upon any instructions, information or transactions provided or initiated by anyone using these signatures, identification codes, passwords and digital token codes and treat such instructions, information or transactions as having been authorized and approved by you.

(b) Internet Access and Use. Please be advised that if you elect to use our e-Moneyger<sup>®</sup> cash management services through <https://www.e-moneyger.com>, you will conduct transactions through the use of point and click procedures online that indicate your instructions to us or your acceptance or agreement to specific terms or provisions. These procedures constitute "electronic signatures" that are binding on you. We will from time to time provide information electronically to you that constitutes "electronic records" under applicable law.

(c) System Requirements Associated with Internet Use. If you elect to use these services through <https://www.e-moneyger.com>, you must have Internet access using web browsers Netscape 4.0 or later (in English or Japanese) utilizing SSL version 3.0 or higher with 128 bit encryption or Microsoft Internet Explorer 6.0 or later (in English or Japanese) utilizing SSL version 3.0 or higher with 128 bit encryption. You must also use the security procedures described in Clauses 2 and 3 below. As we enhance the security associated with our cash management services, we may require you to update your browser, your system or your security procedures. You agree to do so as requested by us in order to continue accessing and using the Services over the Internet.

**2. Sign-Up and Security Procedures for e-Moneyger<sup>®</sup> Services**

(a) Customer Name, Account Information, Bank Created Customer e-Moneyger<sup>®</sup> System Administrator ("BCSA"), and Security Contact Designation. Please review, sign

and return to SMBCE the Security Contact Letter that will be sent to you by the Bank's Information Security Team<sup>1</sup>. In the Security Contact Letter you will designate a BCSA and provide his or her e-mail address. The BCSA will be the individual Security Contact who accepts receipt of the IDs, Passwords and Digital Tokens required for initial login pursuant to the Security Contact Letter. After each user ends a session by logging out of e-Moneyger<sup>®</sup>, e-Moneyger<sup>®</sup> will send an e-mail confirmation to your BCSA of that user's session activity.

(b) User IDs, Passwords and Digital Tokens. In order to use e-Moneyger<sup>®</sup>, you will need a User ID, a Digital Token which will provide a Digital Token Code, and a User Password. Your Account Executive will provide your BCSA with your initial User ID and Digital Tokens, and with instructions concerning the Digital Tokens, with which you agree to comply. In order to receive the Passwords, you must authorize at least two and up to four trusted employees to act as Security Contacts by completing and submitting the Security Contact Letter attached hereto.

(c) Responsibilities of BCSA. In addition to the responsibilities of the Security Contacts set forth in the Security Contact Letter, the BCSA shall have the following responsibilities:

(1) *Completion of Initial Login Procedures.*

(A) The BCSA shall be responsible for completing the initial login procedures. Your SMBCE Account Executive will schedule an appointment with your BCSA and other interested representatives, to demonstrate the e-Moneyger<sup>®</sup> service and to assist the BCSA in completing the initial login procedures. If the BCSA cannot be available or cannot perform the steps necessary to complete initial login for you, the BCSA shall delegate such responsibilities to another trusted employee (in many cases, an individual who is also a Security Contact), and shall provide such trusted individual with the IDs, Passwords and Digital Tokens required to complete the initial login procedures. Such new individual shall become the BCSA and shall be responsible for completing the initial login procedures.

(B) The initial login procedures require the BCSA to type into the appropriate e-Moneyger<sup>®</sup> screens the initial User ID, the User Password and the Digital Token Code. During the initial login process, e-Moneyger<sup>®</sup> requires the BCSA to change the User Password immediately after initial use. The *new User Password* selected by the BCSA is a confidential password for the BCSA's personal use, and should be retained by the BCSA for future use and kept confidential pursuant to the provisions hereof. All users of e-Moneyger<sup>®</sup> are asked to complete a User Login screen by typing in a valid User ID, a personal User Password, and the Digital Token Code displayed from time to time by the User's Digital Token. The User ID, User Password and Digital Tokens are made available to such users by their CSAs following the process described below.

(2) *Creation of Additional CSAs and Authorized Users.* After the initial login procedures have been completed, the BCSA has the option (1) to create one or more CSAs (“CSA”, “Additional CSAs”, or all together, “CSAs”), each of whom has the power to create Additional CSAs, and all of whom have the power to authorize individual users of e-Moneyger<sup>®</sup> (“Authorized Users”), and (2) to restrict the access of such Authorized Users to Customer’s accounts and activity levels related to those accounts. Additional CSAs should be trusted employees of Customer, and in many cases may also serve as Security Contacts. We recommend that at least one additional CSA be created during the initial login process.

(3) *Creation of Authorized Users.* Each CSA has the ability to create Authorized Users. Authorized Users must be trusted employees authorized by you to use e-Moneyger<sup>®</sup> to access your accounts established and maintained at the Bank’s U.K. and European branches and offices. A CSA creates an Authorized User online by following the instructions contained in the appropriate e-Moneyger<sup>®</sup> screen pages, which include the CSA’s assignment of a valid User ID, User Password and Digital Token for use by such Authorized User. Please ask your Account Executive to demonstrate this procedure for you.

(4) *Security of IDs and Passwords.* The BCSA and all CSAs are required to maintain the security, to the extent known, of each User ID, User Password and Digital Token. We strongly suggest that you observe the following security measures:

(a) User IDs, User Passwords, Digital Tokens or Digital Token Codes should never be disclosed or provided to any other person, including any representative of SMBCE.

(b) User IDs, User Passwords, Digital Tokens and account information should never be displayed or left in an area accessible by others.

(c) BCSA or CSAs should never leave their PCs unattended while using e-Moneyger<sup>®</sup>.

(d) BCSA or CSAs should always exit e-Moneyger<sup>®</sup> by clicking on “Logout” in the left-hand portion of the “Main Menu” screen after using e-Moneyger<sup>®</sup>.

(e) BCSA or CSAs should notify SMBCE at +44-20-7786-1874 immediately if they suspect that the BCSA or any CSA’s User ID or User Password has become known to any unauthorized person.

(f) BCSA or CSAs should immediately terminate any User ID, User Password and Digital Token the BCSA or CSA learns or suspects has become known to, or been obtained by, any unauthorized person, and issue new User IDs, Passwords and Digital Tokens as necessary.

(h) BCSA or CSAs should ensure that e-Moneyger<sup>®</sup> is utilized only from personal computers on which virus protection software has been installed and must update virus signature files when they become available from the manufacturer.

(h) BCSA and CSAs should ensure that updates to browser security software are immediately installed on all personal computer used to access e-Moneyger<sup>®</sup> as such updates become available from the manufacturer.

(5) *Monitoring of Authorized User Security Compliance.* The BCSA and CSAs are responsible for instructing all Authorized Users as to each of the procedures for maintaining security of User IDs, Passwords, Digital Tokens, and Digital Token Codes set forth in Clause 4 above. The BCSA and CSAs are also responsible for monitoring compliance by all Authorized Users with these security maintenance procedures.

(6) *Restriction on BCSA Function.* You hereby acknowledge that we recommend that neither the BCSA, any Security Contact nor any CSAs be authorized to act as a user of the funds transfer service offered by e-Moneyger<sup>®</sup>.

(7) *Accounts Linked to User IDs.* You can choose which of its accounts you want to link to each User ID. The CSAs can create links between accounts and specific User IDs online. Please ask your Account Executive to demonstrate this procedure for you.

(8) *Activity Levels for User IDs.* There are different activity levels that can be assigned to each User ID. The CSAs can assign activity levels to specific User IDs online. Please ask your Account Executive to demonstrate this procedure for you.

### **3. Your Authorized Agents**

You agree that each of the individuals you designate to access and use our cash management services are acting with your full authority in their use of these Services and in their creation and/or assignment of identifying information, passwords and Digital Tokens to employees and agents. You further agree that all individuals who have been provided access to the Services through the use of identifying information, passwords, and Digital Tokens (or by any other means whether through the Customer's negligence or not) will be considered acting with your full authority in their use of e-Moneyger<sup>®</sup>. We are authorized and empowered to rely and act upon instructions received by any person providing your identifying information and password as part of an online session.

### **4. Protecting the Security Procedures**

(a) *Protecting your Account.* It is your obligation to establish and implement policies, procedures and a system of controls over the use of our cash management services, and to perform such internal and external audits as you believe appropriate to assure that the services are only used in an appropriate and proper fashion. In that regard, we strongly recommend that you:

- Never give out your identifying information, passwords, Digital Token or Digital Token Codes to any other person.
- Never leave your identifying information, passwords, Digital Tokens, or account information displayed in an area accessible by others.
- Never leave your PC unattended while using our cash management services.
- Always exit the system by clicking the Logout button on the bottom of your menu after using our cash management services.
- Notify SMBCE at +44-20-7786-1874 immediately if you suspect that identifying information, passwords concerning BCSA or CSAs have become known to any unauthorized person.
- Ensure that our online banking services are utilized only from a personal computer on which virus protection software has been installed and to update virus signature files promptly when they become available from the manufacturer.
- Immediately install updates to browser software as they become available from the manufacturer.
- Not authorize your BCSA, your Security Contacts or your CSAs to act as Authorized Users.

(b) Your Obligation to Examine Records and Report Certain Discrepancies. We provide various confirmations and statements of your activities. It is your obligation to examine those statements and report any discrepancies. For certain services (Balance and Statement Reporting, Funds Transfer Services, and Foreign Exchange & Money Market Confirmation Delivery Services), we will send an e-mail confirmation to your BCSA of each user's session activity after that user has logged out of our cash management services. If a session includes funds transfers or foreign exchange & money market confirmations, confirmation of the funds transfers or foreign exchange & money market confirmations transacted during that session will be included in the BCSA's e-mail confirmation. **You agree that your BCSA, as your representative, shall review all e-mail confirmations and shall notify us immediately at +44-20-7786-1874 if there are any discrepancies in any e-mail confirmation of a funds transfer or foreign exchange & money market confirmations (other than one relating to an employee's access level, which should be promptly reported to your BCSA or CSAs).** The Bank provides no separate written confirmation of individual funds transfers or foreign exchange & money market confirmations conducted through our online banking services other than the session activity e-mail confirmations sent to your BCSA's e-mail address.

The date and amount of transfers made through our online banking services will also be shown online under the Wire Transfer Status Reports menu, and will also be shown on your printed statements for the accounts from which the transfer is made. Additional confirmation is provided through online information available from us in electronic form as part of our online banking services and through your periodic mailed account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records (other than one relating to an employee's access level, which should



be promptly reported to your BCSA or CSAs). You also agree to notify us immediately of any discrepancy you may find in reviewing online information (other than one relating to an employee's access level, which should be promptly reported to your BCSA or CSAs).

(c) Change of Security Contact Authorization. Any notice to the Bank of a termination or change with respect to the identity of a Security Contact, or of any revocation of the authority of any person to act on your behalf as a Security Contact, must be delivered to the Bank in the form of a new Security Contact Letter, specifically superseding and replacing all prior Security Contact Letters and in a time and manner that affords the Bank a reasonable time to act thereon.

(d) Virus Protection. You should access our online banking services only by using a personal computer on which virus protection software has been installed, to update virus signature files promptly when updates become available from the manufacturer of the virus protection software, and to immediately install updates to browser software as such updates become available from the manufacturer. We encourage you to routinely scan your PC and diskettes using your virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware. You agree that we are not responsible for and shall have no liability for any electronic virus that you may encounter using our online banking services.

## **5. Information on Our Web Site**

(a) Copyright. The information and materials we post on our web site are protected by the copyright laws of the international treaties. Rights to the information, design, graphics, content are protected, as is the design and hardware of Digital Tokens. Any use of the information and materials without our prior written permission is prohibited.

(b) Disclaimer. The materials, information and functions contained in our web site, including text, graphics, links, calculators, Digital Tokens and other items, are provided on an "as is" basis, without any other warranties or representations of any kind, express or implied. We do not warrant the accuracy, adequacy or completeness of the information or materials contained on our web site or in third party sites that may be linked to our site, or that the functions provided will be uninterrupted or error-free. We expressly disclaim liability for errors or omissions from information, materials or functions included in our site or in any third party site that may be linked to our site.

**Addendum 2**  
**FEE ADDENDUM**

This Addendum sets out our fees for providing you with our e-Moneyger<sup>®</sup> online banking services through our corporate website, <https://www.e-moneyger.com>. Capitalized terms used in this Addendum shall have the meaning set forth in the SMBCE Cash Management Services Agreement (the "Agreement") to which you are a party.

The Fees applicable to the provision of the e-Moneyger<sup>®</sup> online banking services to be provided by us in connection with the Agreement are as follows:

<b>Company Name:</b>			
<b>Debit Account:</b>			
<b>Type of Fee</b>		<b>Currency</b>	<b>Amount</b>
Initial Setup Fee		GBP	400.00
Monthly Fees	Bank Report Service	GBP	40.00
	Fund Transfer Service	GBP	40.00

Unless we otherwise agree in accordance with Clause 3 (*Fees*) of the Agreement, the Fees referred to above shall be payable as follows:

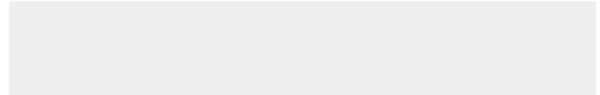
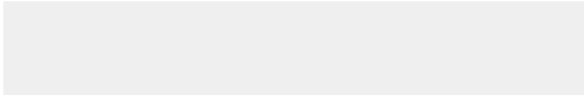
1. The Initial Setup Fee and the first Monthly Fees shall each be payable in arrear on the 20<sup>th</sup> day of the first calendar month falling immediately after the calendar month in which the Agreement is signed.
2. Thereafter, the Monthly Fees shall be payable in arrear on the 20<sup>th</sup> day of each calendar month during the term of the Agreement.
3. If on the date for the payment of any Fee such day is not a Business Day, then payment of the relevant Fees shall be made on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
4. All Fees shall be automatically debited from the account that you hold with us and which you agree to designate for this purpose.
5. At the start of the Agreement we will provide you with E-Moneyger<sup>®</sup> Security Tokens free of charge, however there will be a GBP20.00 or EUR30.00 replacement charge per token if these are lost.

**Execution Page**

**Sumitomo Mitsui Banking Corporation Europe Limited**

Address: 99 Queen Victoria Street London EC4V 4EH

Signature of Authorised Signatory:



Print name:

Title:

Date:

Print Name:

Title:

Date:

---

**Company name**

Address:

Signature of Authorised Signatory:

*(2<sup>nd</sup> Authorised Signature, if required)*



Print name:

Title:

Date:

Print name:

Title:

Date:

---

**Process Agent (if required)**

Name of Agent:

Signature of Authorised Signatory:

Address:

Print name:

Title:

Date:

Fax:

Email:

Attn:

