



**Notice to Customers of Sumitomo Mitsui
Banking Corporation Europe Limited, Paris
("SMBCE")**

December 2017

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

GENERAL NOTICES

1. Regulations

In connection with the provision by SMBCE of any product or service, SMBCE may 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 SMBCE)) with the rules and guidance in the FCA, PRA handbooks, the AMF and the ACPR and any other relevant laws, rules, regulations, procedures, policies and guidance (together "Regulations").

2. Prevention and Detection of Financial Crime

SMBCE is committed to the highest ethical standards in terms of Anti-Money Laundering, Counter Terrorism Financing, Sanctions, Tax Evasion, Fraud, Anti-Bribery and Corruption and Financial Crime in general. The customer commits to take all necessary measures to comply at all time with all laws and regulations applicable in France with regards to these matters. The customer commits not to associate SMBCE Paris with any business related to countries to which FATF calls for countermeasures.

The Customer shall provide SMBCE with any information the Bank may request for the Group to comply with any Laws and Regulations relating to the prevention or detection of financial crime (including but not limited to fraud, money laundering, sanctions and tax evasion).

SMBCE further requests that the Customer notifies the Bank of any failure to comply with any applicable laws and regulations related to financial crime and of any conviction or charge relating to financial crime committed or alleged to be committed by the Customer or its employees.

3. Information Sharing

SMBCE 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 SMBCE reasonably thinks it necessary to do so. Such information may be used for credit assessment, market research, product analysis, audit, sanctions screening, "know-your-customer" checks or other purposes as SMBCE reasonably considers necessary or desirable. In addition, SMBCE may disclose such information to its regulators and to government agencies, and will do if so required or (to the extent permitted by law) requested to do so.

Where under the Regulations, the Customer's consent is required so that SMBCE may carry out any of the above-mentioned information transfer, the Customer shall be deemed to have given such consent if it has not terminated its contractual relationship with SMBCE or continues to use SMBCE's services at the expiry of a 15 days period following receipt of this Notice.

4. Data Protection

Any information relating to identifiable natural persons ("Personal Data") SMBCE holds will be used in accordance with applicable data protection laws. SMBCE will use Personal Data in carrying out its various functions and services, including, as required by the Regulations, in respect of the prevention or detection of crime (including, but not limited to, financial crime). SMBCE may also, in connection with the above and below purposes, transfer Personal Data to any SMFG group company outside the EEA, under the European Standard Contractual Clauses signed between SMBCE Paris and SMBC. SMBCE may be required to send to SMBC in Japan the names of directors, officers, board members, staff members or shareholders of its corporate customers who are Japanese nationals or non-Japanese nationals (in the latter case, whether residing in Japan or



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otherwise) for screening checks. Before providing SMBCE with Personal Data, the Customer should ensure that those individuals concerned are aware (i) of SMBCE's identity, (ii) that SMBCE may use Personal Data as set out in this Notice and as part of its administration and operation of the Customer's account or the monitoring as mentioned under the article Monitoring of Telephone and Electronic Communication of this Notice and that this may involve disclosure of the Personal Data and its transfer to any country, including countries outside the EEA and (iii) that the person(s) concerned may have a right under applicable data protection laws to access some or all of the Personal Data SMBCE holds and/or to have any inaccurate Personal Data corrected.

The person(s) concerned may also have a right to oppose, of rectification and to access, for a legitimate reason, to have the personal data transferred, when such transfer is not a legal obligation.

The person(s) concerned may exercise his/her/their right by sending an email to the Data Protection Officer, "Correspondant Informatique et libertés" (CIL) of SMBCE Paris Branch, at the following email address FRPACIL@fr.smbcgroup.com or by addressing a letter at the following address: Sumitomo Mitsui Banking Corporation Europe Limited – "Correspondant Informatique et libertés" of SMBCE Paris Branch – 1/3/5 rue Paul Cézanne, 75008 Paris. SMBCE accepts Personal Data from the Customer on the express understanding that the Customer has advised the person(s) concerned of points (i) – (iii) above.

5. Settlement/Administration of Accounts

SMBCE 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

SMBCE 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 SMBCE, its managers, employees, other SMFG group companies and its customers, or between one customer and another (each, a "Conflict"). Where a Conflict is identified, SMBCE will take appropriate steps to prevent or manage such Conflict in order to prevent it

from adversely affecting the interests of SMBCE's customers. Where SMBCE's arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the Customer's interests will not be prevented, SMBCE shall disclose on a durable medium 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. SMBCE's conflicts of interest policy sets out the types of Conflicts which affect SMBCE's business and provides details of how these are identified, prevented or managed. A summary of SMBCE's conflicts of interest policy is available on SMBCE'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

All calls to and from SMBCE Treasury Department are recorded according to MiFID II regulation and will be kept for 7 years maximum. The Operations Department are recorded for evidences purposes and will be kept for 5 years maximum. Your conversations with your relationship manager are recorded for quality purposes and the records will be kept for a period of 6 months maximum. Any recordings shall remain SMBCE's sole property. A copy of any recordings will be made available free of charge to the Customer, the regulatory and judicial authorities in accordance with the Regulations.

The person(s) registered may also have a right to oppose and to access, for a legitimate reason. The person(s) concerned may exercise his/her/their right by sending an email to the Data Protection Officer, "Correspondant Informatique et libertés" (CIL) of SMBCE Paris Branch, at the following email address FRPACIL@fr.smbcgroup.com or by addressing a letter at the following address: Sumitomo Mitsui Banking Corporation Europe Limited – "Correspondant Informatique et libertés" of SMBCE Paris Branch – 1/3/5 rue Paul Cézanne, 75008 Paris.

480 353 010 R.C.S Paris

Banque agréée par le Prudential Regulation Authority et réglementée par le Financial Conduct Authority et le Prudential Regulation Authority - Capital de USD 3,200,000,000

Siège social: 99 Queen Victoria Street, London EC4V 4EH - Registre des sociétés d'Angleterre et du Pays de Galles n°4684034



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8. Complaints Handling - Mediation

SMBCE is required to put in place internal procedures for handling complaints fairly and promptly, this being free of charge. A copy of SMBCE's complaint handling procedure is available upon request. The Customer may submit a complaint to SMBCE by letter, telephone, email or in person. The claim can be addressed to the Relationship Manager in the normal way or to the Claim Department. SMBCE will work with the Customer to resolve complaints in a timely manner. If you are not satisfied with our response, you can address your complaint to the internal Mediator.

9. Record Keeping

SMBCE'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 SMBCE. The Customer shall not object to the admission of SMBCE's records as evidence in any legal proceedings. Records will be kept for a maximum period retention of 7 years.

10. Compensation

SMBCE 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, United Kingdom or from the Scheme's official website at www.fscs.org.uk.

11. Inactive accounts

SMBCE identify yearly the inactive accounts opened in its books as per Eckert Law. SMBCE. When an account is considered as inactive, SMBCE will inform by any means the account holder or its legal representative of the inactive account and the consequences of the

inactivity. In the absence of response from the account holder, SMBCE will send annually a letter to the account holder or its legal representative. After 10 years of inactivity the funds deposited on the account will be transferred to the Caisse des Dépôts et de Consignations (CDC).

SMBCE publish annually the total amount hold on inactive accounts and the number of inactive accounts, along with total amount of funds transferred to the CDC and the number of related accounts.

12. Updates to Notice

This Notice may be amended by SMBCE from time to time by mailing or publishing a notice on SMBCE's website. Amendments shall take effect on the date specified in the relevant notice.

13. Governing Law

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

ADDITIONAL NOTICES FOR INVESTMENT BUSINESS (as defined under the French Financial and Monetary Code and the AMF's General Regulation)

14. Customer Categorisation

SMBCE is required under the Second Markets in Financial Instruments Directive ('MiFID II') to categorise all clients with whom we undertake business into one of the following categories: Retail Clients, Professional Clients or Eligible Counterparties.

SMBCE will notify the Customer of which categorisation it has attributed to the Customer by a separate client categorisation letter. If your categorisation is that of a Retail Client, we will not be able to provide you with certain services relating to designated investment transactions. The Customer is entitled to request a different categorisation.

15. No Advice and Own Judgement

Unless otherwise agreed, SMBCE shall not provide the Customer with advice (including, but not limited to tax advice) or recommendations in relation to financial instruments. SMBCE 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.

16. Instructions

The Customer may instruct SMBCE by any means agreed from time to time, in each case via an officer of SMBCE authorised to receive such instructions. SMBCE shall be entitled to rely upon any instruction from the Customer which SMBCE 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.

17. Best Execution

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

18. Confirmations and Periodic Reports

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

19. Trade and Transaction Reporting

Under the Regulations, SMBCE may be obliged to make information about certain transactions in financial instruments public and

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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 SMBCE may from time to time reasonably require to enable SMBCE to fulfil any reporting requirement under this paragraph 19.

20. Charges

The Customer shall pay SMBCE's charges as agreed from time to time at the rates set out on a separate communication.

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

In the event that SMBCE 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 SMBCE as banker and not as trustee under the client money rules; and (2) if SMBCE 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.