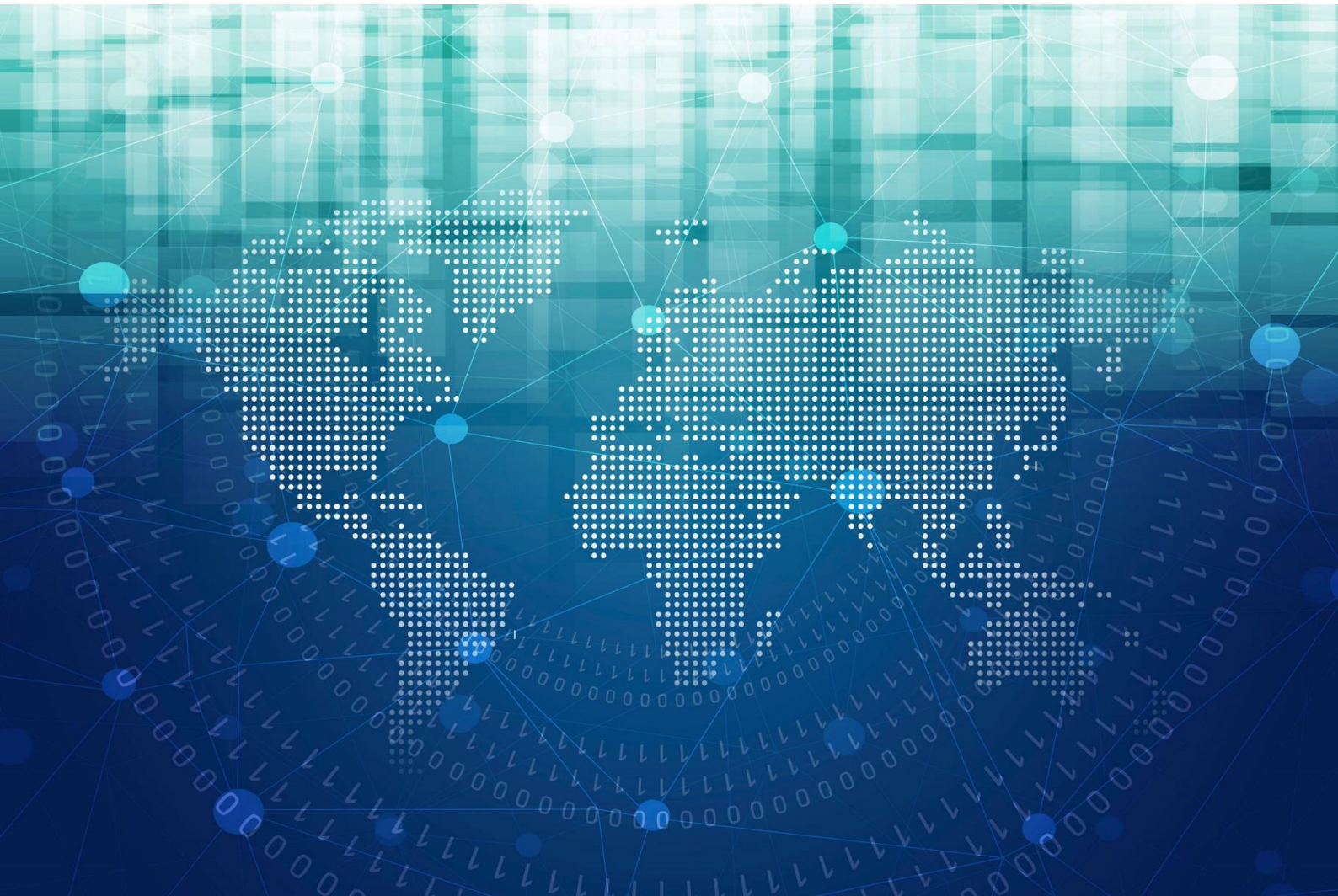


Global Client Account Agreement



a streamlined agreement for your global accounts
with Bank of America^{*}

^{*}Accounts in Brazil and the United States are not currently covered by the GCAA.

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Global Client Account Agreement

1. THE PARTIES TO THE AGREEMENT

- 1.1. "We", "us" and "our" refer to each of the Bank of America Corporation subsidiary banks¹ which provide you with services under the Agreement, and their transferees, successors and assigns.
- 1.2. "You" and "your" refers solely to each Entity referred to in the Account Opening Form.
- 1.3. "Party" refers to one of "us" or "you" (as the context requires) and "Parties" refers to "us" and "you".

2. SCOPE OF AGREEMENT

- 2.1. The Agreement governs all relations between the Parties in connection with the deposit accounts held by you with us (the "Accounts") in the Account Jurisdictions and will supersede all previous account agreements between the Parties relating to such Accounts. Whenever you use any Account, you agree to be bound by the terms of the Agreement.
- 2.2. Unless agreed otherwise, you will hold all Accounts as principal and warrant that you are the sole owner of the Accounts.
- 2.3. You consent to the use of electronic communications and electronic signatures for all purposes under or in connection with the Agreement.

3. GOVERNING LAW

- 3.1. In respect of each jurisdiction for which we maintain Accounts for you, i.e. the Account Jurisdiction, the Agreement will comprise a separate agreement between you and us governing such Accounts and each such agreement and all related non-contractual obligations will be governed by the laws of that Account Jurisdiction. Each such agreement will become effective from the date on which we first maintain an Account for you in the relevant Account Jurisdiction.
- 3.2. Subject to Clause 3.3, in respect of each Account, the Parties submit to the courts of the Account Jurisdiction and undertake not to plead inconvenient forum in any proceedings relating to such Account.
- 3.3. You agree that any proceedings relating to an Account or the Agreement may be brought by us in any court in any jurisdiction in which you are located or any Account Jurisdiction and you submit to the non-exclusive jurisdiction of each such court.
- 3.4. If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times.

4. ACCOUNT OPERATION

- 4.1. In all transactions and matters relating to the relationship between the Parties, both Parties will exercise reasonable care.
- 4.2. Your instructions to us in respect of all transactions will be delivered:
 - (a) electronically and authenticated in accordance with such electronic transfer agreement(s) as may be agreed in writing between the Parties from time to time; or
 - (b) in writing (with your stamp, where applicable) by the Account Signatory(ies) in accordance with such authority and limitations on authority as may be agreed from time to time between the Parties ("Written Instructions"); or
 - (c) by telephone, facsimile, electronic mail or SWIFT (authenticated or otherwise) message (in such format as may be specified by us from time to time) ("Instructions").
- 4.3. You authorise us to act on any instruction with regard to any transaction, whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, provided that such instruction is delivered in accordance with Clause 4.2.

¹ Accounts in New Zealand are held with ASB Bank Limited
GCAA/V7

- 4.4. You authorise us to:
- (a) honour all cheques, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of you, drawn on or addressed to or payable at us and honour any orders to withdraw monies on any Account; and
 - (b) rely, accept and act on:
 - (i) any instruction with regard to the purchase or sale of foreign exchange or in relation to any letter of credit;
 - (ii) the identifying number of any account, intermediary or beneficiary's bank provided to us; and
 - (iii) on any advice from you regarding monies you expect to be received for credit to an Account.
- 4.5. We will accept deposits on your behalf and credit funds to any designated Account. You represent and warrant that you are entitled to such funds and that any funds deposited in any Account are not derived from unlawful activity. We may refuse any deposit in the event its acceptance would contravene Applicable Law or our policy (being a policy generally applicable to our account holding customers). We will notify you as soon as reasonably practicable of any such refusal unless we are prohibited from doing so by Applicable Law.
- 4.6. The Agreement is not, and will not be construed as, an agreement by us to provide credit to you and we will not be obliged to act on any instruction in relation to any Account if:
- (a) the relevant Account is in debit, or may become overdrawn if we were to act on the instruction; or
 - (b) to do so would be contrary to our policy (being a policy generally applicable to our account holding customers), to Applicable Law or to the request or policy of any governmental bodies, regulatory agencies, fiscal, monetary or other authority to which we are subject or submit, whether or not such request or policy has the force of law.
- We will notify you as soon as reasonably practicable of any such refusal to act unless we are prohibited from doing so by Applicable Law.
- 4.7. In the absence of express agreement to the contrary, the proceeds of any deposit, remittance advice, document, cheque or other instrument will not be available to you until we have received collected and available funds.
- 4.8. If we credit your Account and any of the following occurs then we may, without notice, reverse the credit entry together with related interest, and deduct our reasonable costs:
- (a) any such deposit, remittance, document, cheque or other instrument is not honoured when due; or
 - (b) final settlement is not received; or
 - (c) the respective funds are not, or cease to be, freely available, repatriable or convertible to a commonly traded currency.
- We will notify you as soon as reasonably practicable of any such reversed credit entry and deductions.
- 4.9. Unless otherwise agreed in writing, our payment obligations to you with respect to any Account will be payable only at the branch at which such Account is maintained and only in the currency of the Account.
- 4.10. You may not assign, mortgage or create or permit to subsist any lien, pledge, security interest, charge, encumbrance or any interest, right or claim of any third party on or with respect to, any of your rights or interest in or to any Account (including credit balances) except in our favour or with our prior written consent.

5. ACCOUNT SIGNATORIES AND INSTRUCTIONS

- 5.1. You will furnish us with such documents regarding your Account Signatories as we may reasonably request.
- 5.2. Subject to Clause 5.3, you will promptly notify us in writing of any change in the identity of any Account Signatory and will furnish us with specimen signatures of any additional or substitute Account Signatory. Any such notice must be provided using such means and be in such form as we may specify from time to time, and will not be effective until we receive such notice and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Account Signatories. Clause 14 does not apply to notices given pursuant to this Clause 5.2.
- 5.3. In the absence of any express limitation agreed between you and us on the authority of the Account Signatories, you confirm that the authority of a single Account Signatory is sufficient for all purposes in relation to the Accounts.
- 5.4. You authorise us (but we are not bound) to rely on and act in accordance with and/or take such steps as we may in good faith consider appropriate in connection with or in reliance on any Instructions (as defined in Clause 4.2(c)) which is or purports to be (whether by reason of forgery, misrepresentation or otherwise) given by or on behalf of you, regardless of the circumstances prevailing at that time, subject to the authorities delegated to the list of Account Signatories as currently in effect with us.
- 5.5. You agree that we will not be liable for any losses or damages that you may suffer or incur in relation to the Accounts if we act on Instructions provided by:
 - (a) telephone or electronic mail, whether or not authorised by an Account Signatory; or
 - (b) facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
 - (c) SWIFT (authenticated or otherwise) message, whether or not authorised,provided only that, in the case of sub-Clause (a) or (b) above, as applicable, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 5.6. Where we act in accordance with Clause 5.4, you agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 5.7. If we make a telephone call to you to confirm an instruction for any reason and such call cannot be completed for any reason to an Account Signatory or to another person designated by you (and notified to us in such form as we may require) to receive confirmation calls for the relevant transaction, then the instruction may, in our discretion, be considered as incomplete and consequently we will have no obligation to take any action in respect of such instructions.
- 5.8. We will have no obligation to take any action in respect of instructions that in our reasonable opinion are incomplete, incorrect, vague or ambiguous.
- 5.9. We will exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on Written Instructions (as defined in Clause 4.2(b)) from you, but we will not be liable for any loss or damage caused by or arising from the execution of Written Instructions which have been altered or on which the signatures have been forged where such alteration or forgery could not be detected by using reasonable care.

6. FORCE MAJEURE, EXCHANGE CONTROLS AND DUTY OF CARE

- 6.1. We will not be liable for and will be excused from any disruption, failure or delay in performing our obligations under the Agreement if: (a) such disruption, failure or delay is caused by circumstances beyond our reasonable control including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labour dispute, war, act of terrorism, riot, theft, plague, epidemic, pandemic, natural

disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any person over which we have no control; (b) the currency of an Account is unavailable to us or funds in our nostro account relative to your Account are unavailable (even where the relevant currency may otherwise be available) due to imposition or modification of exchange controls; or (c) we reasonably believed that our action would have violated Applicable Law. No such disruption, failure or delay will constitute a breach of the Agreement.

- 6.2. If the government of the jurisdiction that issued the currency of an Account no longer uses that currency or if that currency is no longer used for the settlement of transactions by public institutions in that jurisdiction or within the international banking community, we will pay you in the new currency of that jurisdiction if and when we receive it at the exchange rate we receive for the currency of that Account.
- 6.3. We will not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions or for any other act or omission by: (a) us under or in connection with the Agreement unless such loss, damage, cost or expense has been caused by our negligence, fraud or wilful misconduct; or (b) third parties, and no such person or entity will be deemed to be our agent.
- 6.4. In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.
- 6.5. This Clause 6 will apply to claims based on contractual and/or non-contractual liability.

7. INTEREST, FEES, OVERDRAFTS AND SET-OFF

- 7.1. Subject to Clause 7.5, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice in relation to Accounts in the relevant Account Jurisdiction as notified by us to you from time to time.
- 7.2. You will pay and we are authorised to debit from any Account:
 - (a) all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses and commissions at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement, at the rates and in accordance with the arrangements generally applied by us in the relevant Account Jurisdiction as notified by us to you from time to time; and
 - (b) all taxes, duties and other third party charges relating to the Accounts and we will be entitled to assume, unless otherwise informed by you in writing, that no exemptions from any such charge are applicable.
- 7.3. Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment) combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owing by you to us; and/or accelerate the maturity of any fixed term deposit. For the purposes of this Clause 7.3, we may effect currency conversions at such times or rates as we consider reasonable and may effect such transfers between any Accounts as we consider necessary.
- 7.4. Without prejudice to Clause 7.3, we may at any time require the payment on demand of the debit balance on any Account without considering the credit balance on any other Account.
- 7.5. In respect of any credit balances on your Accounts we may place sums on deposit at certain institutions including, for example, central banks. Where, as a result of market conditions (including, for example, the imposition of interest rates less than zero or charges by such institutions), we incur a fee and/or charge in respect of, or in connection with, the placing of such deposits and such fee and/or charge is directly connected to such market conditions including the imposition of such rates or charges, subject to Applicable Law we may charge you a corresponding fee. If we decide to charge you such a fee, we will identify this in your interest statement or statement of account. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities.

8. CHEQUES, COMMUNICATIONS AND ACCOUNT STATEMENTS

- 8.1. Subject to Applicable Law and the policy of the branch at which the relevant Account is maintained, we will provide you with blank cheques on receipt of your request in writing. Unless you specifically request that we provide the blank cheques to a person designated by you to collect the cheques, all blank cheques will be mailed to the correspondence address provided by you in respect of the relevant Account.
- 8.2. You will promptly notify us of the loss or theft of any cheque, bill of exchange or promissory note.
- 8.3. You will examine all Communications received from us and promptly notify us in writing of any discrepancy, omission or inaccurate entry within 30 days of the date the relevant Communication is made available to you (whether electronically or otherwise, whichever occurs first).
- 8.4. You acknowledge and agree that we may provide you with all Communications at your risk by mail to the correspondence address provided by you in respect of the relevant Account, by facsimile or electronically (including by email or hyperlink).
- 8.5. Statements of account will be provided in such detail and for such periods as may be agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice with respect to Accounts maintained in the relevant Account Jurisdiction as notified or made available to you from time to time.
- 8.6. Absent manifest error, statements of account provided by us to you will be conclusive evidence and binding on you that the balance and all transactions shown are correct, and you will be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in relation to such balances and/or transactions unless you notify us in accordance with Clause 8.3.

9. AMENDMENTS AND TERMINATION

- 9.1. Unless otherwise expressly agreed, the Agreement will remain in full force and effect for so long as we maintain any Account for you.
- 9.2. Subject to Applicable Law, any amendment to the Agreement by us will be effective on reasonable prior notice in writing being given to you of such amendment. By continuing to operate the Accounts after such notice you will also be deemed to have accepted such amendment.
- 9.3. You acknowledge and agree that whenever we agree to open an additional Account or provide you with additional services, any additional Schedule applicable to such Accounts or services respectively, forms part of the Agreement governing such Account or services.
- 9.4. If we reasonably conclude that you have materially breached the Agreement or violated Applicable Law or an Account is subject to irregular, unauthorised, fraudulent or illegal activity, we may close any or all Accounts, suspend or modify the provision of any services and/or terminate the relationship between you and us, immediately on giving written notice to you.
- 9.5. Either Party may at any time close any or all of the Accounts and terminate any or all services provided pursuant to an Additional Schedule or the relationship between the Parties by giving not less than 30 days' prior written notice to the non-terminating Party to do so. Once the period of notice has expired, any affected Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Closing an Account in relation to which we provide a service pursuant to an Additional Schedule will automatically and immediately terminate that service and related Additional Schedule in respect of that Account but will not affect the ongoing provision of such services in respect of any other Account. Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Accounts. In such circumstances, any outstanding amounts owed to us by you will accrue debit interest in accordance with Clause 7.1.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. Except as otherwise provided in the Agreement, we will take customary and reasonable precautions to maintain the confidentiality of all information regarding you and/or your Accounts and business with us which we receive from you or which otherwise becomes known to us in connection with the Agreement ("**Customer Information**"). Customer Information includes information relating to identifiable individuals ("**Personal Data**").

- 10.2. Clause 10.1 does not apply to Customer Information (other than Personal Data) which: (a) has become public other than through our breach of Clause 10; or (b) is obtained by us from a third party who is not known by us to be bound by a duty of confidence with respect to that Customer Information.
- 10.3. You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10. To the extent permissible by Applicable Law, you agree to waive the requirements of the banking secrecy laws, if any, of the jurisdiction or jurisdictions where you and the Accounts are located only to the extent that they may be inconsistent with such use, disclosure and transfer.
- 10.4. We and our branches, offices, units and affiliates (together, the "**Group**") may use (including access, retain and otherwise process) Customer Information (including Personal Data) for the following purposes:
- (a) performing our obligations and providing services under the Agreement, providing other services as agreed with you or otherwise in connection with fulfilling your instructions ("**Fulfilment Purposes**");
 - (b) information and relationship management purposes, carrying out internal business processes such as data analysis and audits, and providing, developing and improving our products and services;
 - (c) compliance with Applicable Law and other compliance requirements (including treaties or agreements with or between foreign or domestic governments, including in relation to Tax Reporting Laws), co-operating with governmental, regulatory, securities exchange or other similar agencies or authorities including tax authorities to which we or they are subject or submit, in each case of any jurisdiction worldwide ("**Regulators**") and as reasonably necessary to prepare for or conduct any litigation, arbitration and/or similar proceedings;
 - (d) verifying identity, conducting fraud detection, prevention and investigation, conducting "know your customer"/anti-money-laundering and economic sanctions procedures, and performing risk management, including credit risk analysis and credit assessments; and
 - (e) as set out in the applicable data protection notice referred to in the relevant Jurisdiction Schedule and/or the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice ("**DPN**") which is accessible at [click here](#) or through another web page of which we inform you from time to time (as referred to in the Account Opening Form).
- 10.5. Group members may disclose Customer Information (including Personal Data) to:
- (a) other Group members for the purposes set out in Clause 10.4;
 - (b) transaction beneficiaries, counterparties and other persons for Fulfilment Purposes;
 - (c) payment, banking and communications infrastructure providers, including SWIFT, central, correspondent and other banks and financial institutions, clearing houses and clearing systems, operators of private or common carrier communication or transmission facilities, time-sharing suppliers and mail and courier services, for Fulfilment Purposes;
 - (d) our or their professional advisors and auditors, and other third party service providers appointed by us or them to support our or their business and/or operations;
 - (e) Regulators, for the purposes set out in Clause 10.4(c), who may transfer Customer Information to other Regulators in other jurisdictions;
 - (f) courts, litigation counterparties and others, pursuant to subpoena or other court order or process or otherwise as reasonably necessary in the context of litigation, arbitration and similar proceedings; and
 - (g) other persons as required or expressly permitted by Applicable Law.

Group members may also disclose Customer Information in de-identified and aggregated form in the course of providing benchmarking, cash forecasting and other services to their customers.

Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under Clause 10.5(f).

- 10.6. The processing of Personal Data described in Clauses 10.4 and 10.5 may involve international transfers of

Personal Data, including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located.

- 10.7. Before you or anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:
- (a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to or restrict the processing of their Personal Data, under applicable data privacy laws; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or a link to the applicable data protection notice as referred to in the relevant Jurisdiction Schedule, or the relevant jurisdiction's DPN (as referred to in the Account Opening Form); and
 - (b) take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and you obtain any consents or authorizations necessary for our disclosure and other processing of that Personal Data as described in Clauses 10.4 to 10.6 under, applicable data privacy laws.

Should an individual with rights as described in Clause 10.7(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will direct the individual to (i) the applicable data protection notice as referred to in the relevant Jurisdiction Schedule, or the relevant jurisdiction's DPN (as referred to in the Account Opening Form), which will inform the individual how to submit a request; or (ii) (if there is no applicable data protection notice referred to in the relevant jurisdiction schedule) the relationship manager with whom you usually deal and provide the individual with the relevant contact details.

- 10.8. The Group will have in place appropriate technical and organisational security measures to protect the Customer Information. We will in particular ensure that any disclosures of Customer Information to third party service providers as described in Clause 10.5(d) are made subject to strict conditions of confidentiality and security.
- 10.9. You acknowledge and agree that failure to provide Customer Information (including Personal Data) when requested may result in certain services not being available to you or other consequences as notified at the time of request.

11. WITHHOLDINGS, DEDUCTIONS AND TAX PROVISIONS

- 11.1. You consent to any Withholding or Deduction made by us (or any of our affiliates, delegates or any other withholding agent or third party (including, without limitation, any custodian)) from any payment of interest, dividends, royalties, rents or any other sums to you, or to or from any of your Accounts, of any amount of withholding, income tax, value added tax, tax on the sale or disposition of any property, duties or other lawfully collected amounts which we (or any of our affiliates or any of our delegates or any other withholding agent or third party (including, without limitation, any custodian)) reasonably determine is required under any Applicable Law imposed in any relevant jurisdiction, and/or resulting from any agreement with any regulator, governmental body or tax authority.
- 11.2. You acknowledge and accept that we will not be required to reimburse you for any such Withholding or Deduction and understand that we are not required to contest any demand made by an authority for such payment.
- 11.3. You will, without delay, and at least within 30 days of our request, furnish us with documentation that may be required in order for us to fulfil any due diligence or reporting duties to any legal, governmental or regulatory authorities, including (for the avoidance of doubt) any information required by Tax Reporting Laws which we in our discretion consider may be required by or from us to enable us to comply with Applicable Law and/or as we may reasonably request from time to time, in such form as we may specify (including, but not limited to, documents, information and policies detailed in any other agreement between you and us).
- 11.4. Following any change in information previously provided to us by you (including, but not limited to, such tax forms, policies, documents and information specified in the clause above), you will, without delay, and at least

within 30 days after such change, notify us and provide us with the relevant updated information in writing (by way of letter or through other channels specifically agreed by us). Where appropriate you will provide us with any updated tax form. Any such notice or provisions of information will not be effective until we receive such information and have a reasonable time to act on it.

12. REPRESENTATIONS AND WARRANTIES

12.1. On opening an Account and on a continuing basis, you represent and warrant to us that:

- (a) you are duly incorporated and validly existing under the laws of the jurisdiction or jurisdiction of your organisation; and
- (b) you have all powers, licenses, authorisations and approvals to operate the business you conduct.

13. MISCELLANEOUS

- 13.1. When individuals communicate with us, to the extent permitted or required by Applicable Law, telephone conversations and electronic communications, including emails, text messages and instant messages may be recorded and/or monitored for evidentiary, compliance, quality assurance and governance purposes. Recordings may be reviewed and monitoring may be conducted in jurisdictions other than the jurisdiction of such communications. You agree that we may record and monitor such communications between the Parties and that any recordings may be used by us as evidence in a court of law. You will ensure that, where required by Applicable Law, any of your representatives taking part in such communications with us have agreed to our recording and monitoring arrangements, including the collection, use and disclosure by us of such communications (including any Personal Data provided in the course of such communications) in accordance with this Clause 13.1 and Clause 10. If our records of such communications differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to or review such records.
- 13.2. You will furnish us with such documents and information regarding you, your use of your Accounts, your directors, employees, officers, any representatives authorised by you to conduct transactions on your behalf, shareholders and beneficial owners as we may reasonably request from time to time including, but not limited to, such documents and information as we may consider necessary or appropriate to comply with Applicable Law.
- 13.3. You will advise us without delay of any change in your legal status, name, address or capacity, of any change to your constitutional documents or your rights with respect to the Accounts and of any other change affecting your business relations with us. By way of exception to Clause 14.1(c), any such notice will only be effective on receipt by us and after we have had a reasonable time to act on it.
- 13.4. You agree to obtain and maintain all approvals and make all reports required by Applicable Law in connection with your transactions.
- 13.5. Each Party will abide by any orders, requests, requirements, rules, regulations or policies of any judicial regulatory, governmental, fiscal, monetary or other body or authority or court ("**Orders**") to which it is subject at any time and you agree to take all necessary action (including but not limited to executing further documents or providing to us further information or documents as we deem necessary and/or closing of your affected Account(s)). We will take all action we deem necessary or otherwise in order for us to respond to such Orders including, but not limited to, opening blocked and/or temporary accounts(s) or sub-account(s) in your name to receive and segregate funds.
- 13.6. The invalidity, illegality or unenforceability of a provision of the Agreement does not affect or impair the continuation in force of the remainder of the Agreement.
- 13.7. Where the Agreement is in English and another language, the Agreement in the English language will prevail in the case of inconsistency between those executed versions, unless otherwise required by Applicable Law.
- 13.8. A person who is not a Party to the Agreement has no right to enforce any term of the Agreement.
- 13.9. Subject to Clause 4.10 above, you may not assign or transfer your rights and/or obligations arising in connection with the Agreement except with our prior written consent.

14. NOTICES

- 14.1. Unless otherwise provided in the Agreement, a notice under or in connection with the Agreement (a **"Notice"**):
- (a) will be in writing and in the English language (unless local language is required by Applicable Law);
 - (b) in the case of a Notice to be provided:
 - (i) to you, such Notice may be: (A) mailed, faxed, or sent by electronic means (including by email or hyperlink) to your address, using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing; or (B) made available to you through Bank of America CashPro[®] Online and/or any of our successor access electronic channel(s) from time to time; or
 - (ii) to us, such Notice may be: (A) mailed, faxed, or sent by email by you to us using the address or details of the local branch or your client services representative as communicated by us to you in writing when the relevant Account was opened or any other address or details subsequently communicated by us to you in writing for the purposes of this Clause 14; or (B) if agreed by us, made available to us through Bank of America CashPro[®] Online and/or any of our successor electronic access channel(s) from time to time; and
 - (c) will be effective when actually received.

15. INTERPRETATION

In the Agreement:

- 15.1. unless the context otherwise requires:
- (a) words denoting the singular include the plural and *vice versa*;
 - (b) capitalised terms not defined in the GCAA will have the meanings given to them in the Account Opening Form; and
 - (c) capitalised terms not defined in a Schedule will have the meanings given to them in the Account Opening Form or the GCAA (as applicable).
- 15.2. references to Clauses and Schedules are to clauses of and schedules to the GCAA;
- 15.3. references to the Agreement include any Schedules to the Agreement;
- 15.4. references to the Agreement and/or any Schedules will be construed as referring to the same as from time to time amended, varied, supplemented or substituted;
- 15.5. references to the **"International Account Agreement"**, the **"IAA"**; and/or the **"SAOTC"** in any other bank documents, agreements, amendments or similar are amended to make such references to the **"Global Client Account Agreement, and applicable Schedules and supporting documents"**;
- 15.6. **"Account Opening Form"** means the form, as amended from time to time, under which you have requested us to open one or more Accounts;
- 15.7. **"Account Signatory"** means any person (whether legal or natural) from time to time authorised by you for the purposes of the Agreement;
- 15.8. **"Agreement"** has the meaning given to it in the Account Opening Form;
- 15.9. **"Applicable Law"** means, in respect of each Party, all provisions of constitutions, statutes, rules, regulations and orders of governmental bodies or regulatory agencies, applicable to such Party (including, where relevant, Tax Reporting Laws), and orders of any court or arbitrator in proceedings to which a Party is a party or to which it or its assets are subject, in each case in any jurisdiction worldwide;
- 15.10. **"Communications"** means all statements of account, advice, confirmations and other communications between us and you;

- 15.11. "**Entity**" has the meaning given to it in the Account Opening Form;
- 15.12. "**FATCA**" means the United States Foreign Account Tax Compliance provisions in the Hiring Incentives to Restore Employment Act 2010 and any intergovernmental agreement, treaty, law, regulation or other official guidance enacted in any other jurisdiction between the US and any other jurisdiction, which (in either case) facilitates the implementation of such provisions;
- 15.13. "**SWIFT**" means the international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication;
- 15.14. "**Tax Reporting Laws**" means FATCA, the United Kingdom International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014, the EU Directive on Administrative Compliance II, legislation implementing the OECD's Common Reporting Standard, and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide; and
- 15.15. "**Withholding or Deduction**" means a deduction or withholding from a payment under the Agreement required by Applicable Law.

Jurisdiction schedules

Americas:

Canada
Mexico

Europe:

Belgium
France
Germany
Greece
Ireland
Italy
Luxembourg
The Netherlands
Spain
Switzerland
United Kingdom
UK & EEA payment services schedule

APAC:

Australia
Hong Kong
India
Indonesia
Japan
Malaysia
New Zealand (at ASB Bank only)
People's Republic of China (PRC)
The Philippines
Singapore
South Korea
Taiwan
Thailand

Jurisdiction schedules

Canada

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Canada. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Deposits with the Canada Branch are NOT insured by the Canada Deposit Insurance Corporation.

Bank of America, National Association, Canada Branch is authorised to carry on business in Canada pursuant to the Bank Act. Its primary supervisor, The Office of the Comptroller of the Currency in the United States of America, is responsible for the supervision of the total business and affairs of Bank of America, National Association. Its business in Canada is supervised by the Office of the Superintendent of Financial Institutions.

For more information, you can contact the Office of the Superintendent of Financial Institutions at:

Office of the Superintendent of Financial Institutions
255 Albert Street
Ottawa, Ontario K1A 0H2

By executing or otherwise accepting the Account Opening Form, you acknowledge receipt of this notice.

3. Subject to any specific instructions given in writing by you to us and acknowledged by us, you hereby waive in favour of us every requirement for presentment, dishonour, notice of dishonour, protest or notice of protest of all bills of exchange, promissory notes, cheques, orders for the payment of money, securities, coupons, notes and other instruments drawn, made, accepted or endorsed by you and now or hereafter delivered to any of our branches for any purpose whatsoever, and you will be liable to us in respect thereof as if presentment, dishonour or protest had been duly made or notice of dishonour or protest duly given. If we consider that any endorsement on an instrument is not yours or for any other reason, at the discretion of any officer, employee or agent of ours, the same may be noted and protested accordingly, but we will not in any event be liable to you for any failure or omission to note or protest any instrument. Without limiting the foregoing, we may refuse, without liability, to accept, honour, certify, pay or process any bills of exchange, promissory notes, cheques, orders for the payment of money, securities, coupons, notes or other instruments that do not comply with Applicable Law or standards.
4. It is the express wish of the Parties that the Agreement and all related documents be drawn up and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
5. We may disclose Customer Information to a person or entity that appears to have a legitimate need for such Customer Information including, without any limitation, any credit bureau or reporting agency and any party purporting to have granted, or to be considering granting credit to you.
6. Certain information about directors, officers and Account Signatories is required in connection with the establishment of Accounts in Canada. This information will be retained at our Canadian branch and is available on request.
7. In furtherance of Clause 3.1 in respect of Accounts maintained with our Canadian branch, the terms and conditions set out in the Agreement, including the Schedules, will be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.
8. Clause 3.2 is replaced as follows:

"Subject to Clause 3.3, in respect of each Account, the Parties submit to the courts of Ontario and undertake not to plead inconvenient forum in any proceedings relating to such Account."

9. Without limiting the generality of Clause 6.5, you agree not to make or pursue and you hereby waive, irrevocably, any present or future claim against us for interest which you have or may hereafter have pursuant to subsection 48(3) of Canadian Payments Association By-law No. 7 – LVTS adopted under the Canadian Payments Act (Canada) (as such subsection may be amended from time to time or replaced), notwithstanding that we have not fulfilled all or part of our obligations set out in sections 43 to 47 and 49 under such By-law (as they may be amended from time to time or replaced), provided that we have not acted negligently with regard to the performance of our obligations under such By-law.
10. For the purposes of Clause 7.2, such Clause will constitute an express agreement between you and us as to the fees, charges and costs relating to the Accounts and the maintenance of the Accounts at our Canada Branch. You acknowledge that you have received our schedule of charges, fees and costs in respect of Accounts maintained in Canada as at the date of the Agreement.
11. You will be notified in writing at least 30 days prior to the effective date of any increase of any fees, costs and charges applied to your Accounts at our Canadian branch or of any additional charges applicable to your Accounts maintained at our Canadian branch.
12. If you have any complaints related to charges applied to your Accounts with the Canadian branch, you should contact our Client Services Department at 1-888-221-8488 or by electronic mail at dedicatedcanada@bankofamerica.com. You may also contact the Ombudsman for Banking Services and Investments (OBSI) within 180 days after you receive a final response from us. You can contact OBSI at: Ombudsman for Banking Services and Investments, 401 Bay Street, Suite 1505, P.O. Box 5, Toronto, ON M5H 2Y4, telephone: 1-888-451-4519, fax: 1-888- 422-2865, electronic mail: ombudsman@obsi.ca. In addition, if you have a complaint in respect of the obligations of the Canadian branch under a consumer provision you may communicate that complaint in writing to the Financial Consumer Agency of Canada 427 Laurier Ave. West, 6th Floor, Ottawa, Ontario K1R 1B9 or through its website at www.fcac-acfc.gc.ca.

Jurisdiction schedules

Mexico

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Mexico. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. The Agreement, including the supplemental terms and conditions contained in this Jurisdiction Schedule, will be considered as a specific contract, which has been prepared and negotiated between the Parties, and will not be considered in any case as a standard term contract or contract of adhesion.
3. In relation to any Accounts which are opened and maintained in Mexico, the terms "**we**", "**us**" and "**our**" means Bank of America Mexico, S.A., Institución de Banca Múltiple ("**Bank of America Mexico**").
4. You represent and warrant that you are a legally organised and validly existing company and authorised by its corporate purpose and other provisions contained in its bylaws or other constitutive documents to enter into the Agreement and to perform your obligations under the Agreement.
5. You acknowledge and agree that, pursuant to the terms established in the Bank Savings Protection Law ("**Ley de Protección al Ahorro Bancario**") and its applicable regulations, money deposits eligible for protection will only be guaranteed by the Institute for the Protection of Bank Savings (Instituto para la Protección al Ahorro Bancario) up to an amount equivalent to 400,000 (four hundred thousand) UDIS ("**Unidades de Inversión**") (as such amount may change from time to time) per any Account maintained with us and otherwise in accordance with the provisions of such law.
6. You represent and warrant that you have delivered to us the necessary documentation to enter into and perform your obligations under the Agreement including powers-of-attorney or other documents evidencing the authority of officers acting on your behalf.
- 7.
- 7.1 You acknowledge that you have received and accepted our schedule of charges, fees and costs in respect of maintaining your Accounts with us, as to the date of the Agreement, and you agree with the terms and conditions thereof.
- 7.2 Notwithstanding Clause 7.1 of this Jurisdiction Schedule, you acknowledge and agree that we will provide you with thirty (30) calendar days' prior notice ("**Notice Period**") of any amendments to, or any additional charges, fees and costs we intend to charge you. Such amended or additional charges, fees and costs will become effective upon the expiry of the Notice Period, unless you object by giving us written notice before the expiry of such Notice Period. By continuing to operate the Accounts after such notice you will also be deemed to have accepted such amendments to, or any additional charges, fees and costs.
8. You acknowledge and agree that you are a customer with the knowledge, capacity and experience necessary to fully understand the terms of the Agreement, that the terms of the Agreement were not imposed on you, and that you have negotiated the Agreement as you have considered necessary or appropriate and, for those purposes, you have obtained the advice of any third party you have deemed necessary.
9. In respect of the Accounts maintained in Mexico, the Agreement will be governed by the applicable laws of Mexico City, Mexico.
10. We will comply with any and all obligations for banking institutions under Applicable Law.
11. Clause 3.2 is replaced as follows:

"In respect of each Account maintained in Mexico, the Parties agree, subject to Clause 3.3, to irrevocably and expressly submit to the federal competent courts sited in Ciudad de Mexico, Mexico, and undertakes not to plead inconvenient forum in any proceedings relating to such Account and hereby waives any right to jurisdiction to which it may be entitled on account of place of residence or domicile or for any other reason."

12. Clause 3.3 is replaced with the following:

"In relation to each Account or the Agreement, either Party may bring proceedings against the other Party in such other Party's jurisdiction or any Account Jurisdiction and the Party against which proceedings are brought undertakes not to plead inconvenient forum in any such proceedings."

13. Clause 3.4 is replaced with the following:

"If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times provided such appointment will be made through a notarised power of attorney, granted before a Mexican notary public."

14. A new Clause 3.5 is inserted as follows:

"You will be entitled to file any complaint with us. If we do not reply to your complaint within forty five (45) calendar days from the receipt thereof, or if you disagree with our reply, you are entitled, pursuant to the Law for the Protection and Defence of Clients of Financial Services (Ley de Protección y Defensa de los Usuarios de Servicios Financieros; the "LPDUSF"), to file a complaint with the Mexican Commission for the Protection and Defence of Clients of Financial Services (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros or CONDUSEF) to reach an out-of-court settlement, provided that: (a) in respect of complaints concerning monetary claims, the amount does not exceed UDIs 3,000,000; and (b) the complaint is filed within two (2) years from the day which originated the cause of such complaint. Such proceeding should be executed pursuant to the provisions set forth in the LPDUSF."

15. A new Clause 3.6 is inserted as follows:

"You and we agree that in the event that any legal proceedings are brought to the courts of Mexico, a Spanish translation of the documents required in such proceedings prepared by a court-approved translator, would have to be approved by the court after the defendant had been given an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based on the translated documents."

16. A new Clause 4.11 is inserted as follows:

"Deposits in foreign currency may only be made or increased by: (a) transfer of funds of bank deposits in such foreign currency; (b) delivery of legal documents in such foreign currency; or (c) delivery of money in such foreign currency."

17. A new Clause 4.12 is inserted as follows:

"We will pay any and all monies deposited with us in foreign currency, precisely in such same currency, it being understood that in the event that proceedings are brought in Mexico, seeking performance of our or your obligations, as the case may be, in Mexico, pursuant to the Ley Monetaria de los Estados Unidos Mexicanos (the Mexican Monetary Law), we or you may discharge our or your obligations by paying any sum due in a currency other than Mexican currency, in Mexican currency at the rate of exchange prevailing in Mexico on the date when payment is made."

18. A new Clause 4.13 is inserted as follows:

"In case of deposits in foreign currency, you, or any Account Signatories, may only withdraw any or all monies in the Account through: (a) transfer of funds; (b) file of credit documents in such foreign currency; (c) delivery of such foreign currency at the branch where you or the Account Signatories intend to cash out any or all monies; or (d) the issuance of cheques."

19. A new Clause 4.14 is inserted as follows:

"You will open the Account with a minimum balance as may be prescribed by us. You will be responsible for maintaining such minimum balance. Failure to maintain the minimum balance prescribed by us may attract service charges and such charges may be deducted by us from your Account."

20. A new Clause 4.15 is inserted as follows:

"Provisions of the Agreement granting discretionary authority to you or us cannot be exercised in a manner inconsistent with relevant facts nor defeat any requirement from a competent authority to produce satisfactory evidence as to the basis of any determination."

21. A new Clause 4.16 is inserted as follows:

"We reserve our right to execute and/or perform any transfer of funds in the event that such transfer of funds would contravene applicable laws, regulations or our policy, or in the event that we consider such transfer of funds illegally obtained pursuant to Applicable Law and/or our policy (being a policy generally applicable to our account holding customers)."

22. Clause 7.3 is replaced as follows:

"Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment) combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owing by you to us; and/or accelerate the maturity of any fixed term deposit as the term of any fixed term deposit is for our benefit only. For the purposes of this Clause 7.3, we may effect currency conversions at such times or rates as we consider reasonable and may effect such transfers between any Accounts as we consider necessary".

23. A new Clause 7.6 is inserted as follows:

"You agree to pay and all fees, interest, overdrafts or other amounts due hereunder to us, free and clear of any and all withholdings or deductions, and agree to pay any and all such additional amounts as will be necessary for us to receive any such payment in full. If we so request, you will provide us with evidence of the payment of taxes in respect of such amounts payable hereunder to the applicable governmental authorities."

24. The timeframe for notifying us in writing of any discrepancies, omissions or inaccurate entries in accordance with Clause 8.3 is thirty (30) days and such Communications will be prima facie evidence that the entries in such Communications are correct.

25. Our rights to make disclosures pursuant to Clause 10 will be exercised in accordance with Applicable Law including observing the provisions of Article 142 of the Ley de Instituciones de Crédito. In connection with bank secrecy and protection of personal data, you agree that we may provide the applicable information to third parties, as set forth in the Agreement, as you have obtained the necessary consents.

26. Clause 11.1 is replaced as follows:

"You consent to any Withholding or Deduction made by us, (or any of our affiliates, delegates or any other withholding agent or third party (including, without limitation, any custodian)) from any payment of interest, dividends, royalties, rents or any other sums to you, or to or from any of your Accounts, of any amount of withholding, income tax, value added tax, tax on the sale or disposition of any property, duties or other lawfully collected amounts which we (or any of our affiliates or any of our delegates or any other withholding agent or third party (including, without limitation, any custodian)) which is required under any applicable Mexican tax laws or any treaties to which Mexico is a party that are in effect."

27. Clause 11.2 is replaced as follows:

"You acknowledge and accept that we will not be required to reimburse you for any such Withholding or Deduction and understand that we are not required to contest to any demand made by any Mexican tax authority, including Mexico's tax administration service (Servicio de Administración Tributaria) for such payment".

28. In the event that the Account balance is not enough to cover the amount of cheques issued by you, we may, at our sole discretion and in accordance with Articles 293 and 294 of the Mexican Negotiable Instruments and Credit Transactions Law (Ley General de Títulos y Operaciones de Crédito), grant to you an overdraft credit for an amount to be determined by us (the "**Credit**") in order to pay: (a) the cheques issued by you against the Account; and/or (b) the transactions carried out against such Account, on the same date as the disbursements are made (the "**Disbursement Date**"). Should we grant the Credit to you, you will pay to us all amounts

disbursed under the Credit on the corresponding Disbursement Date.

29. If you fail to comply with the obligations set forth in the preceding paragraph, you will pay to us ordinary interest on the outstanding balance as of the corresponding Disbursement Date and until the following Business Day, at an interest rate equal to the 28 day Tasa de Interés Interbancaria de Equilibrio published in the Official Gazette of the Federation (Diario Oficial de la Federación) on the date when you will have failed to pay (the "**Interest Rate**") multiplied times 2.0. In addition, you will pay on demand overdue interests in case you do not pay the Credit on time and/or ordinary interests thereon, as of the following Business Day of the Disbursement Date, and until the date the Credit is paid in full, at an interest rate equal to the Interest Rate multiplied times 2.0.
30. You hereby authorise us to charge directly your Account for all amounts due under the Credit, including the principal amount, ordinary interest, overdue interest and related costs and expenses.
31. We will not be liable in case we decide not to grant the Credit to you, or for any returned cheques without enough funds in the Account to pay such cheques.
32. The following applies to the transactions conducted through the "Sistema de Pagos Electrónicos Interbancarios" ("**SPEI**"[®]) and/or through the "Sistema de Pagos Interbancarios en Dólares" ("**SPID**"[®]) and/or through the "Cobro Digital" platform (CoDi[®])
 - 32.1 Banco de México will not liable for loses and/or damages, including financial, that could be caused to us, to users of CoDi[®], and/or to third parties, when as a consequence of the occurrence of Acts of God or arising from Force Majeure, SPEI[®]/SPID[®]/CoDi[®] cannot be accessed or if occurs an interruption or failure in the operation of any of the latter. . Additionally Banco de Mexico assumes no responsibility for the failures that the equipment on which the CoDi[®] functionality is executed or those that may suffer the connections, programs or systems of the application to use the functionality of CoDi[®], or of the failures affecting the proper functioning of the same, nor in respect of the damages, including financial, occurred as a consequence of such failures.

For the purposes of the foregoing, "**Act of God**" and "**Force Majeure**" means any event or inevitable circumstances beyond the reasonable control of Banco de México, which prevents Banco de México from compliance with its obligations. In such cases, we will be responsible for the re-establishment of the communication with the SPEI[®]/SPID[®]/ CoDi[®] as per the procedures provided in the relevant regulations and in the correspondent operation manuals. We will also comply with the procedures that, if any, were indicated by Banco the Mexico, and we will make the necessary arrangements and will follow the instructions that, if any, were indicated by Banco the Mexico to restore as soon as possible communication with the CoDi[®] platform.
 - 32.2 Banco de México assumes no responsibility with respect to failures that may occur to the equipment, connections, or systems that we use for the operation of the SPEI[®]/SPID[®]/CoDi[®]: or for failures which affect the proper functioning of any of the aforementioned systems. Banco de México will not liable for loses and/or damages, including financial, occurred as a consequence of such failures.

In connection to CoDi[®] Banco de México shall not be liable for the content, source or authenticity of the collection messages or for the information, nor for any damages caused by the issuance and receipt of such messages.
33. In accordance with Rule 62 Quáter of the "Disposiciones de Carácter General a que se refiere el artículo 115 de la ley de Instituciones de Crédito" (as may be amended from time to time) (the "**Regulations**") you hereby authorise us to:
 - (a) exchange with other credit institutions information about the local transfer of funds in foreign currency, as well as information about international transfers of funds that you receive and send through us; and
 - (b) send and/or receive from other credit institutions, the identification information and other documentation provided to us from you relating to the transactions above mentioned.
34. You hereby certify that it is of your knowledge, the full extension and scope of the nature of the information and documents that can be shared through the electronic platform referred in the Regulations which will be provided to other credit institutions for them to review as per the terms and conditions set forth in the Regulations.
35. You acknowledge and agree that we may periodically review the information referred to in paragraph 33 above at any time for so long as we maintain any Account for you.

36. The authorisation granted by you pursuant to paragraph 33 above will be effective from the time you open an Account and will remain in full force and effect for so long as we maintain any Account for you or the time we have a legal relationship with us or for the time set forth in the applicable regulations.

Jurisdiction schedules

Belgium

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Belgium. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. A new Clause 4.11 is inserted as follows:
"You hereby pledge to us, as security for the due performance of any obligation owing from you to us in connection with the Agreement (as amended from time to time) or any Account, all the sums deposited from time to time on any Account and all your claims against us for the repayment of the credit balance of any Account and for the payment of interest thereon."
3. Telephone records made in accordance with Clause 13.1 will be retained for up to six months from the date of recording.
4. In addition to the reporting and disclosure of Customer Information referred to in Clause 10, we may communicate details of Accounts you hold with us, the agreements you enter into with us, and certain other client information, to the Central Contact Point ("**CCP**") maintained by the National Bank of Belgium ("**NBB**"), established at Berlaumontlaan 14, 100 Brussels, unit "Central Contact Point" (in Dutch: "Centraal Aanspreekpunt"; in French: "Point de Contact Central"). This requirement for us to report information to the CCP is set out in the Law of 8 July, 2018 on the organisation of a central point of contact for accounts and financial contracts (the "**Law**") and in Article 322, §3 of the Belgian Income Tax Code.
5. We may provide your full name, legal form and jurisdiction of establishment to the CCP if you are not registered with the Belgian Crossroadsbank for Enterprises; otherwise, we may provide your enterprise number.
6. When we report information to the CCP we will report inter alia: (1) the opening and closure of every Account in Belgium of which you are holder or co-holder, as well as the granting or withdrawal of a power of attorney to one or more proxies in relation to these Account(s); (2) the existence of one or more financial transactions in relation to your Accounts in Belgium, involving cash executed by us and deposited or collected by or on your behalf, and, in the latter case, the identity of the natural person who actually deposited or received the cash on your behalf, together with the date thereof and (3) the existence or termination of a contractual relationship with you, together with the date thereof, for each of the following types of financial contracts that you enter into with us in Belgium: (i) rental of safe deposit boxes, (ii) contracts relating to investment services and/or ancillary services and the holding for your needs of current or renewable term deposits pending allocation to the acquisition or restitution of financial instruments, (iii) credit facilities and (iv) every other contract pursuant to which we undertake to make funds available (including any overdraft on your Account(s)).
7. Data disclosed to the CCP can be accessed for the verification and collection of (non) tax revenues, for the detection and prosecution of criminal offenses, for the prevention of the use of the financial system for the purposes of money laundering and terrorist financing and serious crime, for a solvency investigation prior to the collection of sums seized by the judicial authorities, for the collection of data by the intelligence and security services, by bailiffs for the conservatory attachment of bank accounts and for notarial searches as part of the preparation of inheritance declarations, subject to compliance with the conditions set out by the Law.
8. You are entitled to view the information which the CCP holds about you. If any such information is incorrect or should not have been recorded, then you have the right to have such information corrected or deleted by us. This right must preferably be exercised through us if we have disclosed the data concerned to the CCP.
9. Information recorded in the CCP will be retained: (1) with regard to data relating to the status of holder, co-holder or proxy holder of an Account in Belgium: for 10 years from the end of the calendar year during which we notified the CCP of the end of this status; (2) with regard to data relating either to the existence in your name of a financial transaction with us in Belgium involving cash or to the status of a natural person who actually deposits or receives cash on your behalf in the context of this transaction: for 10 years from the end of the calendar year

during which we notified the CCP of the existence of this financial transaction involving cash; (3) with regard to data relating to the existence of a contractual relationship concerning the categories of financial contract (described above) with us in Belgium: for 10 years from the end of the calendar year during which we notified the CCP of the end of the contractual relationship concerning the relevant category of financial contract and (4) with regard to identification data: at the end of the last calendar year of an uninterrupted period of 10 calendar years during which no data concerning the existence of an Account in Belgium, a financial transaction with us in Belgium involving cash or a contractual relationship with us in Belgium in relation to any of the categories of financial contract referred to above is recorded in the CCP in relation to the person concerned. On expiry of the aforementioned retention period, the expired data will be irrevocably deleted. The list of information requests submitted to the CCP by the persons entitled to receive the information is held by the NBB for 2 calendar years.

10. For the purposes of the data protection legislation applicable in Belgium, the NBB has been appointed as the entity responsible for the processing of the information held by the CCP.

Jurisdiction schedules

France

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in France. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. You represent and warrant that you are neither a public sector entity nor a private entity operating in the public sector, falling within section 5 of the French Language Act dated 4th August 1994 (no. 94-665) or a private entity carrying out a regulated profession. You acknowledge that you are not a consumer within the meaning given to such term under French law, including for the purposes of article L. 314-5 of the French *Code monétaire et financier*. Furthermore, you acknowledge that you are fluent in the English language and, unless otherwise specified between you and us, do not wish to be provided with a French translation of the Agreement or any related documents or notices.
3. You acknowledge that all Accounts, irrespective of their nature, type or currency will constitute accounting subsidiaries of a single, indivisible general account and will result in a single balance.
4. For the purposes of Clause 7, currency conversions will be effected to the extent permitted by applicable mandatory laws or regulations.
5. A new Clause 7.6 is inserted as follows:
"For the purposes of any overdraft facility that may be extended to you under the Agreement, we will notify to you from time to time the applicable effective global rate (taux effectif global) in accordance with articles L. 314-1 through L. 314-5 of the French Code de la consommation and article L. 313-4 of the French Code monétaire et financier."
6. A new Clause 8.7 is inserted as follows:
"Your cheques are honoured subject to there being sufficient funds available in your Account. If a cheque is dishonoured due to insufficient funds in your Account, you will be prohibited from issuing further cheques across the banking system. This prohibition will be recorded in Banque de France's files until the payment is regularised for a period of up to five (5) years.
When we have to notify you of an unusual or abnormal operation of your Account, we may do so by mail sent to your last known address, by fax, telephone or electronic mail to a machine you usually use in your relations with us. It is understood that this notice will serve as a warning as to the consequences, referred to above, of insufficient funds."
7. The first sentence of Clause 9.5 is replaced as follows:
"Either Party may at any time close any or all of the Accounts and terminate any or all services provided pursuant to an Additional Schedule. When you terminate the relationship with us, you will do so by giving us not less than thirty (30) days prior written notice. When we terminate the relationship with you, we will do so by giving you not less than two (2) months' prior written notice."
8. Our rights to make disclosures pursuant to Clause 10, and (for the avoidance of doubt) any other rights to disclose that are provided for in such Article including disclosure to TPPs (as defined below) for the purpose of the services provided under the UK & EEA Payment Services Schedule will be exercised in accordance with French banking secrecy law and in particular article L. 511-33 of the French *Code monétaire et financier*. Therefore, you expressly agree to waive the requirements of the banking secrecy laws and you give your express consent to such disclosure to TPPs. For the avoidance of doubt, any information collected from you for relationship management purposes will be subject to Clause 10, as amended by this paragraph 8.
9. Notices for the loss or theft of cheques under Clause 8.2 will be given in accordance with articles L. 131-35 and R. 131-51 of the French *Code monétaire et financier*.

10. We will process Personal Data as a data controller.

Jurisdiction schedules

Germany

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Germany. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Standard German banking terms (the "[AGB-Banken](#)") also apply to an Account maintained in Germany. In the event of any inconsistency between the Agreement and the AGB-Banken, the Agreement will prevail.
3. For the purposes of Clause 1.1, "**We**", "**us**" and "**our**" refer to each of the Bank of America Corporation subsidiary banks as further specified in the Account Opening Form.
4. A new Clause 1.4 is inserted as follows:
"For Accounts that are opened in Germany, Account Jurisdiction means Germany"
5. In Clause 5.5 a new paragraph is inserted as follows:
"The limitations set out in this Clause 5.5 will not apply in respect of liabilities for: (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."
6. Clause 5.6 is replaced as follows:
*"Where we act in accordance with Clause 5.4, you agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising caused by your fault (Verschulden) except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement."*
7. Clause 6.4 is replaced as follows:
"In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss unless such loss, damage, cost or expense has been caused by our fraud, gross negligence or wilful misconduct."
8. Clause 7.1 is replaced as follows:
"Subject to Clause 7.5, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the arrangements agreed between the Parties from time to time and, in the absence of express agreement, at such rates as we may determine using our reasonable discretion."
9. Clause 7.2(a) is replaced as follows:
"all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses and commissions at the rates and in accordance with the arrangements agreed between the Parties from time to time and, in the absence of express agreement, at such rates as we may determine using our reasonable discretion; and"
10. Clause 7.3 is replaced as follows:

"Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment) combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account towards payment of any amount owing by you to us; and/or (where we have good cause) accelerate the maturity of any fixed term deposit."

11. In relation to Clause 7.5, we will provide you with two (2) months' prior notice of any amendments to, or any additional fees and/or charges we intend to charge you. Such amended or additional fees and/or charges will become effective after the lapse of two (2) months following our notice unless you object by giving written notice before the end of the business day that precedes the date on which such fees and/or charges take effect in accordance with the notification. We will inform you of the effects of objection and non-objection in our notice.
12. A new Clause 7.6 is inserted as follows:

"You may only set off claims against us if your claims are undisputed or have been confirmed by a final court decision."
13. A new Clause 7.7 is inserted as follows:

"For the purposes of Clause 7, we may effect currency conversions at such times or rates as we consider reasonable and may effect such transfers between any Accounts as we consider necessary."
14. The time period specified in Clause 8.3 will be amended, for Accounts maintained in Germany, to six (6) weeks.
15. In Clause 8.4 the words *"at your risk"* will be deleted.
16. For the purposes of Clause 13, "beneficial ownership" means *wirtschaftlich Berechtigter*.
17. **ACTING ON INSTRUCTIONS**
 - 17.1 For the purposes of paragraph 4 of the UK & EEA Payment Services Schedule, a 'business day' means a day on which the relevant payment service providers involved in the execution of a payment transaction are open for business as required for the execution of a payment transaction. Our Frankfurt branch is open for business on all working days but not on Saturdays, the 24 and 31 December, general official holidays (*bundeseinheitliche Feiertage*) or regional official holidays (*regionale Feiertage*).

Jurisdiction schedules

Greece

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Greece. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. We will be entitled to recover from you and you hereby authorise us to collect by debiting from your Accounts any costs incurred by us in relation to responding to a notice of garnishment affecting your Accounts, made or purported to be made under Applicable Law, including any legal fees and allocated costs for in-house legal services.
3. Unless otherwise agreed with us in writing, telephone instructions are not permitted in connection with any Accounts maintained in Greece.
4. Clause 6.4 is replaced with the following:

*"In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss ("**Loss**"), except to the extent that such Loss is caused by our gross negligence or wilful default."*
5. Clause 7.2 constitutes an express agreement between the Parties as to the fees, charges and costs relating to Accounts maintained in Greece. You acknowledge that you have received our schedule of charges, fees and costs in respect of Accounts maintained in Greece as at the date of the Agreement. You will be notified in writing thirty (30) days prior to the effective date of any increase of any fees, costs and charges applied to Accounts maintained in Greece.
6. Without prejudice to the provisions of the UK & EEA Payment Services Schedule, to the extent that Accounts maintained in Greece are considered in-scope for purposes of Law 3862/2010, as amended from time to time (the "**Greek Payment Services Directive Law**"), we hereby make use of our right to derogate from the applicability of Articles 28–47, 49 par. 1, 51 par. 3, 56, 58, 59, 60, 63, 71 of the Greek Payment Services Directive Law.
7. You agree that the terms limiting our liability have been agreed on following individual negotiation between the Parties, which you agree and accept is sufficient for purposes of Article 332 of the Greek Civil Code.
8. We will provide you with "Account Payable Only" cheques only, as the meaning of such Cheques is described in Article 39 of Law 5960/1933. The payment of any cheques drawn on our Athens branch will be hereinafter performed exclusively by way of transfer to Accounts and not in cash.
9. **AUTHORISATION OF BANK OF AMERICA**
 - 9.1 You hereby provide your unlimited and unreserved authorisation to each Designated Person to have access to Information and to request from us and receive, on the basis of the powers hereby granted and on your behalf, any Information relating to the Relevant Accounts, for the purpose of assisting us in performing the Specified Tasks.
 - 9.2 Each Designated Person acting on the authority hereof will be and is hereby constituted as your true and lawful attorney-in-fact for the specific purposes stated herein, provided that such designation will not be exclusive and will not preclude you from exercising any of the powers hereby granted.
 - 9.3 For purposes of the Secrecy Laws, you agree and accept that, whenever receiving or otherwise accessing Information, a Designated Person will be deemed to act as your representative, in your name and on your behalf and not as a third party.
 - 9.4 You agree and accept that each person designated or otherwise specified as a recipient of Information under a third party authorisation agreement, an authorisation specific to a Service, or a request to furnish Information for purposes of Account Reporting, whether prior to or following the date of the Agreement, will in each case

qualify as a Customer Designated Person.

9.5 You agree and accept that the authorisations contained in this paragraph 9 will be irrevocable for so long as we maintain a Relevant Account. By way of derogation from the Agreement, but without prejudice to any of our rights or remedies under the Agreement, you agree and accept that we may terminate one or more Services with immediate effect in the event that:

- (a) you terminate, challenge, rescind or seek to revoke or invalidate any term of this Jurisdiction Schedule and/or the authorisations contained therein; and/or
- (b) we consider the authorisations contained in this paragraph 9 are not sufficient to permit us to perform the Specified Tasks and you fail to comply with paragraph 10.2 below.

10. EFFECTIVENESS, SCOPE AND INCORPORATION

- 10.1 This Jurisdiction Schedule does not modify, cancel or invalidate any agreements, documents or instruments executed by you or on your behalf and pertaining to the appointment of any Customer Designated Person.
- 10.2 The provisions this Jurisdiction Schedule apply to all Designated Persons appointed from time to time and for all Specified Tasks; provided however that, if requested, you will promptly execute all such forms, documents, instruments and authorisations as we may require to evidence or confirm the authorisations to any Designated Person in respect of any Specified Tasks.

11. INDEMNITY

- 11.1 You agree and accept that we may rely on the effectiveness and continued validity of your authorisations hereby provided for purposes of providing Services and otherwise pursuing the Specified Tasks.
- 11.2 Without prejudice to the terms of the Agreement, you agree to indemnify us, each of our affiliates, controlling entities, their respective officers, directors, employees, agents and servants and each Bank of America Designated Person (together the "**Indemnified Persons**") and to keep each Indemnified Person indemnified from and against any and all Damages incurred or sustained by an Indemnified Person of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement.

12. DEFINITIONS

12.1 In this Jurisdiction Schedule, the terms set out below will have the following meaning:

"**Account Reporting**" means any sharing, delivery or transmission of Information to a third party to facilitate financial reporting, controlling, consolidation, liquidity management or similar operations of, or relating to, you or you and one or more of your affiliates.

"**Bank of America Designated Person**" means each of our employees, associates or agents whose function or role is directly or indirectly connected with the Relevant Accounts and/or a Specified Task from time to time.

"**Bank of America Initiative**" means an initiative, policy, process or procedure considered, adopted or implemented with a view to promoting our compliance with rules, regulations, standards or practices applicable to its business and/or a Specified Task and/or an initiative, policy, process or procedure considered, adopted or implemented in respect of the range of products or services offered by us from time to time, the maintenance and enhancement of our technology, systems and delivery capabilities, the promotion of operational efficiency and/or the management of risks inherent in our business.

"**Customer Designated Person**" means a person that is designated by you as the recipient of Information for Account Reporting purposes, which may include (but will not be limited to) an affiliate, controlling entity, centralisation entity, group finance or similar entity, an Account Signatory, or a bank or financial institution providing services to you or one of your affiliates.

"**Designated Person**" means a Bank of America Designated Person or a Customer Designated Person.

"**Information**" means any information or data relating to the existence, the nature, the balance, the operation and/or the accessing of any Relevant Accounts from time to time and/or the Relevant Account's legal or

beneficial owners and related persons, including, without limitation, information and data in the form of ledger entries, correspondence, copies of account statements, data posted on systems or databases owned, operated or controlled by Bank of America and data processed as part of a Service, a Specified Task and/or a Relevant Account, in each case, regardless of the medium on which such data or information is stored or processed and regardless of the location of storage, access or other processing.

"Relevant Accounts" means Accounts of whatever form, which we maintain for you in Greece from time to time.

"Secrecy Laws" means any secrecy laws applicable to bank accounts maintained in Greece, including Legislative Decree 1059/1971, as in force.

"Service" means any service we make available to you from time to time via Bank of America Direct® or CashPro® Online or any successor access channel supplementing and/or replacing Bank of America Direct® or CashPro® Online, Account Reporting or any service made available to you from time to time under the Agreement or any other terms and conditions (including, but not limited to, where such service is governed by terms and conditions in documentary form, schedules of charges and fees, policies accepted or endorsed by you or on your behalf, pre-printed, standard, or posted terms and conditions in any media (including terms where acquiescence requires only a mouse click), contractual documentation relating to a Relevant Account or Service (as such terms are defined in the Greece Jurisdiction Schedule) or otherwise).

"Specified Task" means the provision of a Service, any services or support required for or incidental to the provision, maintenance or enhancement of a Service (whether performed by us or on our behalf), the support of Account Reporting, a Compliance Initiative and/or a Bank of America Initiative.

Jurisdiction schedules

Ireland

1. The additional terms and conditions in the UK & EEA Payment Services Schedule and this Ireland Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Ireland. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. You may have the right to make a complaint to the Irish Financial Services and Pensions Ombudsman (“**FSPO**”). The FSPO is an independent, and free service that helps resolve complaints with pensions providers and regulated financial services providers. You may obtain further information regarding the FSPO, the methods by which you can access its services and its eligibility criteria, at www.fspo.ie. The contact details of the FSPO are as follows:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: +353 1 567 7000

Email: info@fspo.ie

Any right to complain to the FSPO does not affect your right to make a complaint in accordance with the UK & EEA Payment Services Schedule.

Jurisdiction schedules

Italy

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Italy. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. The Summary Document, setting out all economic conditions (among which interest, rates, prices, fees, charges, costs) applicable to the Agreement agreed with you, will constitute an integral part of the Agreement.
3. For the purposes of the Agreement, "electronic signature" means any electronic or digital signature validly recognised under the applicable Italian laws and regulations, as amended from time to time, and having the same legal status as wet-ink/handwritten signatures.
4. A new Clause 3.5 is inserted as follows:

"You will be entitled to file any complaint with us. If we do not reply to your complaint within sixty (60) days – or, in the case of a complaint related to a payment service, fifteen (15) Business Days (a "Business Day" for such purposes meaning a day on which we are open for business in Italy) – from the receipt thereof, or if you disagree with our reply, you have the right to file a petition with the Arbitro Bancario Finanziario to reach an out-of-court settlement provided that: (a) in respect of complaints concerning monetary claims you may have, the relevant value does not exceed €200,000.00; and (b) the petition is filed within twelve (12) months from the first complaint. You must give us prompt notice of such petition. The lack of a previous petition with the Conciliatore Bancario Finanziario or the Arbitro Bancario Finanziario, as the case may be, will prevent you from taking legal action in front of the competent court."
5. Clause 7.1 is replaced as follows:

"Subject to Clause 7.4, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the terms and conditions set forth in the Summary Document and, in absence of express agreement, in accordance with the Consolidated Banking Act. The interest on credit and debit balances will accrue on the same interest period basis."
6. Clause 7.2(a) is replaced as follows:

"all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses, and in the absence of express agreement at the rates and in accordance with the terms and conditions set forth in the Summary Document and, in absence of express agreement, in accordance with the Consolidated Banking Act, and"
7. Clause 7.5 is replaced as follows:

"In respect of any credit balances on your Accounts we may place sums on deposit at certain institutions including, for example, central banks. Where, as a result of market conditions (including, for example, the imposition of interest rates less than zero or charges by such institutions), we incur a fee and/or charge in respect of, or in connection with, the placing of such deposits and such fee and/or charge is directly connected to such market conditions including the imposition of such rates or charges, subject to Applicable Law we may charge you a corresponding fee. In such cases, we shall advise you prior to the negative rate being applied. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities."
8. A new Clause 7.6 is inserted as follows:

"Any direct or indirect reference to prices, fees and costs contained in the Agreement will be intended to be a reference to the Summary Document which is an integral part of the Agreement."

9. The time period specified in Clause 8.3 is amended for Accounts maintained in Italy to sixty (60) days.
10. Clause 8.5 is replaced as follows:

"We will provide you, at our expense, with yearly statements of account (and the Annual Summary Document according to the provisions set forth by Italian Transparency regulation on Banking and Financial products) on paper or on electronic support, depending on your prompt choice, in such detail as may be agreed with you from time to time. You may also choose to receive additional statements of account but you will be charged with the relevant expenses, in accordance with Applicable Laws (including Article 127-bis of the Consolidated Banking Act). Such a statement will be deemed to be approved within sixty (60) days since you received it, unless you raise objections in respect thereof in writing within the same term."

11. Clause 9.2 is replaced as follows:

"We may unilaterally modify rates, prices or other terms or conditions of the Agreement, even in a manner unfavourable for you, in case of reasonable grounds, by means of at least two months' prior notice (on paper or on electronic format), in compliance with the requirements and procedures set forth in Article 118 of the Consolidated Banking Act. In particular, our proposal to vary contractual terms will display the inscription "Proposta di modifica unilaterale delle condizioni contrattuali". Within the proposed date of entry into force of the amendment, you may terminate the Agreement without penalty and account closing expenses and with the application of the rates, prices, terms and conditions previously applied. If you do not terminate the Agreement within such date, you will be deemed to have accepted such amendments, which will be effective from the date indicated in our prior notice (on paper or electronic format). In case of unilateral amendments, you will have the right to obtain, within reasonable time, an updated version of the Agreement, on paper or electronic format."

12. Should you enter into any further terms and conditions with us relating to additional services, the provisions listed below will apply and will supersede any conflicting or different provision contained in such terms and conditions:

"We may unilaterally modify rates, prices or other provisions of these terms and conditions, even in a manner unfavourable for you, in case of reasonable grounds, by means of at least two months' prior written notice (on paper or on electronic format), in compliance with the requirements and procedures set forth in Article 118 of the Consolidated Banking Act. In particular, our proposal to vary contractual terms will display the inscription "Proposta di modifica unilaterale delle condizioni contrattuali". Before the proposed date of entry into force of the amendment, you may terminate these terms and conditions without penalty and account closing expenses and with the application of the rates, prices, terms and conditions previously applied. If you do not terminate these terms and conditions within such date, you will be deemed to have accepted such amendments, which will be effective from the date indicated in our prior written notice. In case of unilateral amendments, you will have the right to obtain, within reasonable time, an updated version of these terms and conditions, on paper or electronic format."

We will provide you, at our expense, with yearly statements of account (and the Annual Summary Document according to the provisions set forth by Italian Transparency regulation on Banking and Financial products) on paper or on electronic support, depending on your prompt choice, in such detail as may be agreed with you from time to time. You may also choose to receive additional statements of account but you will be charged with the relevant expenses, in accordance with applicable laws and regulations (including Article 127-bis of the Consolidated Banking Act). Such a statement will be deemed to be approved within sixty (60) days since you received it, unless you raise objections in respect thereof in writing within the same term."

You will be entitled to file any complaint with us. If we do not reply to your complaint within sixty (60) days – or, in the case of a complaint related to a payment service, fifteen (15) Business Days (a "Business Day" for such purposes meaning a day on which we are open for business in Italy) – from the receipt thereof, or if you disagree with our reply, you have the right to file a petition with the Arbitro Bancario Finanziario to reach an out-of-court settlement provided that: (a) in respect of complaints concerning monetary claims you may have, the relevant value does not exceed €200,000.00; and (b) the petition is filed within 12 months from the first complaint. You must give us prompt notice of such petition. The lack of a previous petition with the Conciliatore Bancario Finanziario or the Arbitro Bancario Finanziario, as the case may be, will prevent you from taking legal action in front of the competent Italian court."

Any direct or indirect reference to prices, fees and costs contained in these terms and conditions will be intended to be a reference to the Summary Document which is integral part of these terms and conditions."

13. Further to Clause 11.3, following any request made by us, you will, without delay, and at least within thirty (30) days of such request, provide us with all forms, documentation and any other information that may be required for us to fulfil any reporting duties to any legal, governmental or regulatory authorities, including (for the avoidance of doubt) any information required under Decree of Ministry of Economy and Finance dated 6 August 2015 and published in the Official Gazette of the Republic of Italy No. 187 of 13 August 2015. You unconditionally acknowledge that we will provide any information and/or will file any document to the Italian Tax Authorities where the provision of such information or the filing of such document is required by Applicable Law.

Jurisdiction schedules

Luxembourg

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Luxembourg. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. The Luxembourg branch is a branch of Bank of America Europe DAC and is registered as a branch in the Luxembourg Register for Commerce and Companies (*Registre de Commerce et des Sociétés*) with registered branch number B270138 and the registered address is 46A Avenue John F. Kennedy, Luxembourg, L-1855, Grand Duchy of Luxembourg. It is supervised by the Central Bank of Ireland as competent regulator for Bank of America Europe DAC and is further subject to limited supervision by the Commission de Surveillance du Secteur Financier (“**CSSF**”) as a branch of a credit institution incorporated in another Member State of the European Union and it is assimilated and authorised in Luxembourg pursuant to Article 30 of the 1993 Law.
3. A new Clause 5.10 shall be inserted as follows:

“Powers of attorney shall cease to have effect with regard to us, following the occurrence of one of the causes stipulated in article 2003 of the Civil Code or any similar circumstances for a legal entity (including, without limitation death and unless agreed otherwise, interdiction, entry into liquidation, dissolution and bankruptcy of the account holder or the proxy or of the principal) on the fifth banking day after we shall have been informed thereof, although we shall not be required to gather such information ourselves.”
4. A new Clause 7.6 shall be inserted as follows:

*“You hereby grant to us a first ranking pledge (gage de premier rang) over all assets deposited or credited to each Account. The pledge is granted to secure all existing and future claims we may have against you in connection with any Account and/or the Agreement (the “**Secured Obligations**”). Such pledge shall be governed by the Luxembourg law of 5 August 2005 on financial collateral arrangements (as amended) (the “**2005 Law**”), and by such other laws applicable to pledged assets. We may not be compelled to relinquish these assets.*

In case of non-compliance with a Secured Obligation, we shall be entitled to enforce the pledge hereby granted. We will determine the method of enforcement of the pledge in accordance with the provisions of Luxembourg law, and in particular 2005 Law (if applicable). In case of enforcement of the pledge, we may choose between any or all pledged assets and may realise the pledge without prior notice, choosing the manner of enforcement at our own discretion and we may engage in set-off. In application of this general pledge, and for all useful purposes, all assets deposited by you with us to each Account are hereby transferred to us as collateral.”
5. A new Clause 7.7 shall be inserted as follows:

“You agree that we may, at our own discretion, apply any sums received from you to the debt or proportion of the debt it is intended to reduce, and consequently, unless otherwise agreed, you waive the right to invoke article 1253 of the Civil Code.”
6. A new Clause 10.10 shall be inserted as follows:

“You specifically agree to waive any applicable confidentiality requirements, notably but not limited to those under Article 41 of the Luxembourg law of 5 April 1993 on the financial sector (as amended, and including any implementing regulations and guidance) and you hereby acknowledge and agree that we may disclose information concerning you and your Account(s) to the Group and third parties located in any country in which we may conduct business or have third party contractors (including by way of outsourcing) and further acknowledge that in this context we may disclose information considered as confidential in accordance with Applicable Law:

(a) to the extent we consider such disclosure to be reasonably necessary to comply with the request or requirement of any court of competent jurisdiction, regulatory body or agency or by virtue of any Applicable Law;

- (b) to the extent we consider such disclosure to be reasonably necessary to carry out or facilitate any transaction or service relating to this Agreement or any other specific product or service agreement you enter in relation to any product or service you receive as part of your relationship with us;*
- (c) to the extent we consider such disclosure to be reasonably necessary in connection with the performance or enforcement of our rights under this Agreement and any other agreements and arrangements with you;*
- (d) to any person to whom we delegate any of our duties or obligations in connection with these terms and conditions, as we may determine to be reasonably necessary; or*
- (e) to the extent we consider it as required to comply with Tax Reporting laws.”*

7. A new Clause 13.10 shall be inserted as follows:

“All Accounts, regardless of the type of account and any special conditions applicable thereto, are in a legal sense sub-accounts of a single and indivisible account.”

8. A new Clause 13.11 shall be inserted as follows:

“Pursuant to Luxembourg laws and regulations (comprising but not limited to the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended) as well as the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circulars 13/556 and 15/609 concerning the fight against money laundering and terrorist financing, and any respective amendments or replacements, obligations have been imposed on all professionals of the financial sector to prevent the acts of money laundering and financing of terrorism. You understand that it is important that all information provided to us in respect of these obligations remains up to date and undertake to update such information by notice to the Luxembourg branch, as appropriate from time to time. You may be requested to provide additional or updated identification documents from time to time pursuant to our ongoing client due diligence requirements under relevant laws and regulations. We can take any appropriate actions as permitted by the law and regulations if you do not comply with the above requirements.”

9. Complaints

Should you have an issue that is not resolved and you wish to file a complaint then you can contact your Dedicated Service Director in the usual manner or contact our complaints handling function by emailing: gtsclientcomplaints@bofa.com.

If you do not receive a satisfactory response within one month of the date of your complaint then you may have the right to use the CSSF out-of-court complaint resolution procedure for independent investigation and determination of your complaint, and they can be contacted either by writing to the CSSF at Département Juridique CC, 283, route d’Arlon, L-2991 Luxembourg, by completing an online complaint form with all relevant documentation attached, or by email to reclamation@cssf.lu. Further information and the conditions for using the CSSF out-of-court complaint resolution procedure can be found at: <https://www.cssf.lu/en/customer-complaints/>. This process must be commenced within one year of filing your original complaint with us.

Jurisdiction schedules

Spain

1. The additional terms and conditions in this Jurisdiction Schedule, in the Spanish appendix (where applicable), and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Spain. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Clause 3.4 is deleted.
3. The last sentence of Clause 4.6 is replaced with, and Clauses 5.7 and 5.8 are supplemented with the following sentence: *"We will notify you as soon as reasonably practicable of the instructions not having been followed and the reasons for this and in any event by the end of the next working day, unless we are prohibited by Applicable Law"*
4. The last paragraph of Clause 4.8 is replaced as follows: *"We will notify you as soon as reasonably practicable of such reversed credit entry and deductions and the reasons for this and in any event by the end of the next working day, unless we are prohibited from doing so by Applicable Law"*.
5. At the end of Clauses 6.4 and 6.5, the following terms are added: *", to the extent permitted by Applicable Law."*
6. You confirm and agree that since there are no cash services at certain of our offices, in the absence of special arrangements, you may not effect cash transactions either for the paying in or withdrawal of sums from any Account.
7. In Clause 7.3 after *"*; and/or accelerate the maturity of any fixed term deposit*"* the following words are added: *"because the term of any fixed term deposit is for our benefit only"*.
8. Our rights under Clause 10.4 are subject to Applicable Law.

Jurisdiction schedules

Switzerland

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Switzerland. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. You acknowledge and agree that Customer Information collected and processed by Bank of America Corporation and/or its Group regarding your Accounts and business with us may include some Personal Data.
3. You acknowledge and agree that the processing of Customer Information and Personal Data described in the Agreement may involve international transfers of Personal Data, including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located and/or may allow access to Personal Data by governmental institutions. In this respect, we may have taken measures to ensure that the Customer Information and the Personal Data are protected by entering into, where appropriate, data transfer agreements.
4. You acknowledge and agree that we may need to share and transfer Customer Information and Personal Data globally with the Group and with selected third party contractors to the extent and for the purposes indicated below (and in addition to the other purposes indicated in the Agreement):
 - (a) within the Group: (i) to perform our obligations or provide the services under the Agreement, or such other services as we may agree with you from time to time; (ii) to carry out and/or facilitate transactional and data processing; (iii) for information management or banking relationship purposes, carrying out internal business processes such as data analysis and audits, and developing and improving products and services; to comply with applicable laws or regulations; and (v) for the purposes of conducting credit assessments;
 - (b) to third party contractors we may engage to provide storage, information technology, transactional, data processing and other services to us and/or to the Group and in those circumstances, they will be required to treat Personal Data (and other Customer Information) solely in accordance with our instructions; you acknowledge and agree that the third party contractors we may have engaged may on their part further transfer Customer Information and Personal Data to approved sub-contractors in other jurisdictions e.g. for the purposes of data processing or backup data; and
 - (c) to certain other third parties, including, without limitation, to SWIFT, any jurisdiction's central bank or any other bank or financial institution, any clearing house association or processor or clearing system, transaction beneficiaries, any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service to perform our obligations or provide the services under the Agreement, or such other services as we may agree with you from time to time, or to facilitate transactions.
5. You further expressly consent to the disclosure of Customer Information and Personal Data by us, or any of our Group: (a) at the request of any governmental, regulatory, securities exchange or other similar agency or authority to which we are subject or submit or to which any such office, branch, subsidiary affiliate or unit is subject or submits; (b) to our or its professional advisers or auditors; (c) pursuant to subpoena or other court process, or to the extent required in connection with any litigation between us or any offices, branches, subsidiaries, affiliates or units and you; (d) that has become public other than through our breach of these confidentiality obligations; (e) which is obtained by us from a third party who is not known by us to be bound by a confidentiality agreement with respect to that Customer Information; or (f) when otherwise required to do so in accordance with Applicable Law or governmental process. Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under (c) of this paragraph.

6. Among others, rules and regulations on the prevention of money laundering and financing of terrorism as well as system requirements may require us to disclose to any agency or authority your name, address and IBAN, account or deposit number, the ultimate beneficial deposit holder and any other affected party in the execution of domestic or cross-border payment orders or any other transactions in respect to the Accounts, and to the extent we are required to make such disclosures, you release us from our banking secrecy obligations to the extent permitted by Applicable Law.
7. Before you or anyone on your behalf discloses Personal Data relating to your legal representatives, employees and other persons to us or anyone on our behalf in connection with the Agreement, you will ensure such disclosure was effected in compliance with the applicable data protection laws, e.g. by having obtained any appropriate consents from such persons.
8. Clauses 3.2 and 3.3 are replaced as follows:

"Any disputes arising out of or in connection with any Account or the Agreement relating thereto will be resolved by the courts of Zurich, Switzerland, venue being Zurich 1. You irrevocably submit to the courts of this place of jurisdiction and undertake not to plead inconvenient forum and, if you are domiciled outside Switzerland, elect this place of jurisdiction as your special legal domicile within the meaning of article 50 paragraph 2 of the Swiss Federal Act on Debt Enforcement and Bankruptcy."
9. A new Clause 7.6 is inserted as follows:

"We will have a right of pledge on all assets deposited or credited to each Account, as well as on all your claims against us for the repayment of the credit balance of each Account, as security for the due performance of all claims we may have against you now or in the future in connection with any Account and/or the Agreement. In the event of a default on your part, we will be entitled to dispose of any pledged assets also by private sale without further notice."
10. **Article 55 of the EU Bank Recovery and Resolution Directive: contractual recognition of bail-in powers**

This following section only applies where a Bank of America Corporation subsidiary bank which is an EU incorporated financial institution (including each of its branches) (the "**BoA Swiss Account Provider**"), provides you with any Account services or incurs any liability (as referred to under the Bail-in Legislation ("**Liability**") to you, which in accordance with Clause 3.1 of the GCAA would be governed by the laws of Switzerland.

Notwithstanding any other term of the Agreement, any other terms and conditions applicable to any Account services provided to you under the Agreement, or any other agreements, arrangements, or understandings between you and the BoA Swiss Account Provider, you acknowledge, accept, and agree to be bound by:

 - (a) the effect of the exercise of Bail-in Powers by the resolution authority with the ability to exercise any Bail-in Powers in relation to the BoA Swiss Account Provider (the "**Relevant Resolution Authority**") in relation to any Liability of the BoA Swiss Account Provider to you under the Agreement, or that may arise in connection with the services provided under the Agreement, that may include and result in any of the following, or some combination thereof: (i) the reduction of all (including to zero), or a portion of the Liability or outstanding amounts due thereon; (ii) the conversion of all, or a portion of the Liability into shares, other securities or other obligations of the BoA Swiss Account Provider, any parent undertaking, bridge institution or another person (and the issue to or conferral on you of such shares, securities or obligations); (iii) the cancellation of the Liability; (iv) the amendment or alteration of the amounts due in relation to the Liability (including, if applicable, any interest thereon), the maturity of the Liability, or the dates on which any payments are due, including by suspending payment for a temporary period; and
 - (b) the variation of the terms of the Agreement, or any other terms and conditions applicable to any Account services provided under the Agreement, as necessary, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this section:

"Bail-in Legislation" means any relevant law, regulation, rule or requirement which at any time implements Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended from time to time, and the instruments, rules and standards created thereunder;

"Bail-in Powers" means in relation to any Bail-in Legislation, any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with the Bail-in Legislation pursuant to which any obligation of the BoA Swiss Account Provider (or any of its affiliates) may be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period), and any right in a contract governing an obligation of the BoA Swiss Account Provider which may be deemed to have been exercised.

Jurisdiction schedules

The Netherlands

1. The additional terms and conditions in the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the Netherlands. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.

Jurisdiction schedules

United Kingdom

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA Payment Services Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the United Kingdom. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Where you are opening Accounts with us in the United Kingdom in respect of our provision of clearing systems related services for jurisdictions where we do not have a physical presence but instead work with a number of banks (each a "**Bank**") with which we have made arrangements to enable us to provide such services to you, you hereby:
 - (a) instruct us to take such actions as are necessary to provide you with such services, including operating a notional reference account in your name and in those jurisdictions where it is deemed appropriate opening and operating a sub-account in your name with the relevant Bank;
 - (b) confirm that we may transfer to the relevant Bank such data and provide such Customer Information relating to you or the conduct of your Accounts with us or your relationship with us as is necessary to enable us to provide you with such services; and
 - (c) agree to provide such other documents as we may reasonably require for such services to be operated.

Jurisdiction schedules

UK & EEA payment services schedule

1. APPLICATION

- 1.1 The additional terms and conditions in this UK & EEA Payment Services Schedule apply to the extent that payment services or payment transactions relating thereto are subject to:
- (a) the Directive 2015/2366/EC of the European Parliament and of the Council, and any successor legislation from time to time (the revised "**Payment Services Directive**") as amended, extended, re-enacted, or supplemented from time to time and as implemented or otherwise given effect in the relevant Member State of the European Economic Area from time to time (each an "**EEA Member State**"); or
 - (b) the Payment Services Regulations 2017, and any successor legislation from time to time (the revised "**PSRs 2017**") as amended, extended, re-enacted, supplemented from time to time, (and such services and transactions, "**In-Scope Payment Services or Transactions**").
- 1.2 Where the Agreement or, where we have agreed to provide you with payment services relating to your Accounts (including, but not limited to, treasury management services, electronic banking services, etc), the terms and conditions of those payment service agreements, are inconsistent or conflict with the provisions of this UK & EEA Payment Services Schedule, such inconsistent or conflicting terms and conditions are deemed to have been amended to the extent necessary such that the provisions contained in this UK & EEA Payment Services Schedule apply and prevail in matters relating to In-Scope Payment Services or Transactions only. For the avoidance of doubt, in all other matters, the existing provisions of the Agreement and/or those payment service agreements will remain unchanged.
- 1.3 To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in the Agreement including, without limitation:
- (a) Title III and those articles of Title IV of the Payment Services Directive which are permitted to be subject to disapplication, as transposed under the law of the applicable jurisdiction; and
 - (b) Part 6 and those regulations of Part 7 of the PSRs 2017 which are permitted to be subject to disapplication.

2. DUTY OF CARE

- 2.1 Notwithstanding any provision to the contrary, in relation to any obligations that we may have that arise pursuant to the transposition into national law of the Payment Services Directive only, we will not be liable in the event that abnormal and unforeseeable circumstances beyond our control prevent us from fulfilling such obligations.

3. STATEMENTS, CHEQUES AND NOTICES

- 3.1 Notwithstanding any provision to the contrary, where we send any 'Payment Instruments', as defined in the Payment Services Directive or the PSRs 2017 as applicable, (e.g. a personal identification number) by mail to you, we will bear the risk of sending that Payment Instrument.
- 3.2 Notwithstanding any provision to the contrary, you will be deemed to have agreed to waive any rights, to raise objections or pursue any remedies against us in respect of any unauthorised or incorrectly executed payment transactions unless you notify us in writing of any such unauthorised or incorrectly executed payment transactions without undue delay but, in any case, within any time period we may have expressly agreed with you, which will be (unless agreed otherwise) the notice period set out in Clause 8.3 except where an EEA Member State or the United Kingdom (as applicable) has established a longer period.

4. ACTING ON INSTRUCTIONS

- 4.1 Where we receive a request for a transfer of funds within the scope of:

- (a) Article 82(1) of the Payment Services Directive (including, but not limited to: (i) transfers in euros or in another currency of an EEA Member State where the transfer takes place within that EEA Member State; and (ii) transfers involving a currency conversion between euro and another currency of an EEA Member State);
- (b) Regulation 85(1) of the PSRs 2017 (including, but not limited to: (i) transfers executed wholly within the area of the United Kingdom and the Member States of the European Economic Area from time to time ("**Qualifying Area**") in euro under a payment scheme which operates across the Qualifying Area; (ii) transfers executed wholly within the United Kingdom in sterling; and (iii) transfers executed wholly under a payment scheme which operates across the Qualifying Area and involving only one currency conversion between the euro and sterling, provided that (A) the currency conversion is carried out in the United Kingdom; and (B) in the case of cross-border payment transactions, the cross-border transfer takes place in euro),

then the amount of that transfer is to be credited to the payee's bank by no later than the end of the next business day (as defined in the Payment Services Directive or the PSRs 2017 as applicable) following the time of receipt of the request.

- 4.2 For reasons beyond our control, other transfer of funds may take longer to reach the payee's bank than the time periods stated above. We will provide you details of maximum execution times of all other kinds of payment instructions on your request.
- 4.3 In the event we receive payment instructions from you specifying a future value date, the moment in time of receipt of instructions to execute that payment transaction will be deferred until the last day possible in order to achieve such value date.
- 4.4 Where a payment transaction is initiated by way of a paper payment order, such payment transaction may take an additional business day to be credited to the payee's account provider's account.
- 4.5 In certain circumstances, we are required to conduct checks or investigations pursuant to Applicable Law. Only a positive completion of these checks or investigations permits us to execute payment transactions. You agree that for the purposes of payments made from an Account in an EEA Member State or the United Kingdom the moment in time of receipt of instructions to execute a payment transaction will be deferred until the time when such checks or investigations have been completed.
- 4.6 You further agree that, where the terms and conditions of the Agreement, or any other documentation covering the delivery and execution of payment instructions are inconsistent or conflict with this UK & EEA Payment Services Schedule, such inconsistent or conflicting terms are deemed to have been amended to the extent necessary such that this UK & EEA Payment Services Schedule will apply and prevail in matters relating to moment in time of receipt of instructions to execute a payment transaction only.
- 4.7 For the avoidance of doubt, in all other matters, the existing provisions of the Agreement and/or those in other agreements covering the delivery and execution of payment instructions will remain unchanged.

5. THIRD PARTY PAYMENT SERVICE PROVIDERS ("TPPS")

Appointment of TPPs

- 5.1 In relation to Accounts maintained for you in an EEA Member State, or the United Kingdom and which are accessible online, you may, in accordance with any procedural guidance and other information we make available to you from time to time, appoint:
 - (a) an 'account information service provider' ("**AISP**") or a 'payment initiation service provider' ("**PISP**") to provide you with account information services or payment initiation services, as each such term is defined under the Payment Services Directive or the PSRs 2017 as applicable; and/or
 - (b) a payment service provider issuing card-based payment instruments ("**CBPII**") to request confirmation that an amount necessary for the execution of a card-based payment transaction is available on your Account,

(AISPs, PISPs and/or CBPIIs are collectively referred to as "**TPPs**") which is capable of providing their services in connection with Bank of America CashPro® Online and/or any of our successor access electronic or mobile

- channel(s) from time to time (a TPP so appointed is an "**Appointed TPP**").
- 5.2 Your appointment of a CBPII constitutes your express consent to us providing that CBPII with confirmation whether or not an amount is available on your Account upon such CBPII's request.
- 5.3 In respect of your appointment of a TPP, you represent, warrant and undertake that:
- (a) you will exercise reasonable care when selecting, appointing and making use of a TPP;
 - (b) you have in place reasonable systems and controls designed to identify irregular, unauthorised, fraudulent or illegal activity relating to a TPP, and as a minimum, these systems and controls include procedures for: (i) ensuring that any failed, defective or late payment transactions involving a TPP are notified to us as soon as possible, (ii) investigating the cause of any failed, defective or late payment transactions involving a TPP, and (iii) identifying changes in TPP registration or authorisation; and
 - (c) you will notify us immediately in the event that you identify any irregular, unauthorised, fraudulent or illegal activity relating to a TPP or any other problem with an Account which you reasonably consider is or may be related to an Appointed TPP.
- 5.4 You should be aware of the practical implications of appointing a TPP, including that by providing access to your Account, AISPs and PISPs may access your transactional and other data and, in the case of a PISP, may initiate payment transactions from your Account. You understand and agree that where you appoint and/or make use of an AISP and/or PISP, the data accessible to, or the transactions that may be made by, that AISP or PISP may be as extensive as that which would be available to an Account Signatory in respect of all Accounts maintained for you in an EEA Member State or the United Kingdom.
- 5.5 Any instructions which are given by a TPP, or purport to be given on your behalf by a TPP, regardless of the circumstances prevailing at the time, are subject to the provisions of the Agreement as if they had been given by you, and we may treat such instructions as authorised by you. Without prejudice to the above, you agree that we may treat any payment transaction initiated by a PISP as authorised by you if such payment transaction is subsequently approved, consented to or otherwise accepted by you through Bank of America CashPro® Online and/or any of our successor access electronic or mobile channel(s) from time to time in accordance with the usual transaction approval process in effect at the time such payment transaction is made.
- 5.6 You agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Losses**") incurred or sustained by us of whatever nature and howsoever arising to the extent that this is caused by your negligence or wilful default in your performance of any of your obligations under paragraphs 5.1 and 5.3 above.

Appearance on the Relevant Register

- 5.7 You agree that we may treat TPPs that appear on the Relevant Register as duly registered, certified and/or authorised by the relevant national competent authority.
- 5.8 For the purposes of this UK & EEA Payment Services Schedule, "**Relevant Register**" means, if the TPP is domiciled in: (i) an EEA Member State, the EBA's electronic central register if this is available, otherwise the register of the relevant national competent authority of the TPP; or (ii) the United Kingdom, the FCA's Financial Services Register of Account Information & Payment Initiation Service Providers.

Revoking the appointment of Appointed TPPs

- 5.9 You may revoke the appointment of an Appointed TPP in accordance with any procedural guidance and other information we make available to you from time to time. Any such revocation by you will take effect immediately.

Refusing access to TPPs

- 5.10 We may, but we are not obliged to, provide access to and/or accept instructions from TPPs.
- 5.11 We may refuse access requests or instructions from TPPs for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Account, for example, where:
- (a) we receive an access request or instruction from a TPP which is not an Appointed TPP;

- (b) we receive an access request or instruction from a TPP whose appointment you have revoked in accordance with paragraph 5.9 above;
 - (c) we receive an access request or instruction from a third party which does not appear, or from a TPP which has ceased to appear, on the Relevant Register;
 - (d) we receive an access request or instruction from a TPP, and we reasonably suspect or are aware of unauthorised and/or fraudulent transactions involving that TPP (irrespective of whether such unauthorised and/or fraudulent transactions relate to your Account);
 - (e) we receive an access request or instruction from a TPP after your Account has been closed; and/or
 - (f) there is any other reason to indicate that the access request or instruction may be unauthorised and/or fraudulent.
- 5.12 Unless we are prohibited by Applicable Law, information on denied access requests of a TPP together with the reasons for denial is to be notified and/or made available to you through Bank of America CashPro[®] Online and/or any of our successor access electronic or mobile channel(s) from time to time. We may resume access for the relevant TPP if we are satisfied that the reasons for denying access and/or rejecting instructions no longer exist.
- 5.13 You agree to take any action and to provide us with any documents, information or other assistance that we may reasonably require in order to investigate any suspected irregular, unauthorised, fraudulent or illegal activity on your Account.

Liability for TPPs

- 5.14 Subject to paragraph 5.15 and to the extent permitted by Applicable Law, where you appoint or use a TPP, you agree that we will not be liable for any Losses that you may suffer or incur in relation to your appointment or use of any TPP, and you will indemnify us on demand from and against any Losses incurred or sustained by us of whatever nature and howsoever arising in relation to your appointment or use of any TPP except in the event such Losses are directly caused by our fraud, gross-negligence or wilful misconduct. This indemnity is independent of your other obligations under the Agreement and will survive the termination of the Agreement without limit in time.

Refunds for PISPs

- 5.15 If we refund an unauthorised, unexecuted, defective or late payment transaction, and we reasonably determine that such transaction was unauthorised, unexecuted, defective or late as a result of your negligence, willful default or fraud, you acknowledge and agree that we may reverse any such refund credited to your Account together with related interest and deduct our reasonable costs.

TPP information

- 5.16 You will promptly furnish us with any and all information that you receive from a TPP where such information relates to:
- (a) a Security Breach (as that term is defined in paragraph 6.1 below);
 - (b) an Account you hold with us (including any payment transaction to or from such Account);
 - (c) the payment services we provide to you; and
 - (d) us or otherwise may affect us.
- 5.17 You will promptly furnish us with any other information upon request that we may reasonably require in relation to a TPP, unless you are prohibited by Applicable Law.

6. SECURITY MANAGEMENT AND INCIDENT REPORTING

- 6.1 You will immediately take any steps required by us to reduce, manage or report any (i) fraud or attempted fraud against you or us and/or (ii) any other operational and/or security incident affecting you, us and/or any other market participants (including a cyber-security attack) (a "**Security Breach**").
- 6.2 You will report any Security Breach to us without undue delay after becoming aware of it. In such circumstances, you will furnish us with accurate and up-to-date information of any Security Breach, including reports of any Security Breach that you make to any regulator or other government authority, to the extent that it relates to:
- (a) your Account;
 - (b) the services we provide to you; and
 - (c) may otherwise affect or relate to us.

7. STRONG CUSTOMER AUTHENTICATION

- 7.1 You acknowledge and agree that we may apply strong customer authentication (as that term is defined in the Payment Services Directive or the PSRs 2017 as applicable) where you, or any TPPs, access any of your Accounts, initiate payments or use certain electronic banking services.

8. COMPLAINTS

- 8.1 If you are not satisfied with the decision in our final response to a complaint in relation to an Account maintained for you:
- (a) in France, you may be entitled to refer your complaint to mediation or other alternative-dispute resolution ("**ADR**") techniques provided at the Centre de Médiation et d'Arbitrage de Paris ("**CMAP**") at <mailto:cmmap@cmmap.fr>. Further information on the CMAP and the conditions for using its mediation and ADR services can be found at <http://www.cmap.fr/> (in French) or at <http://www.cmap.fr/?lang=en> (in English). Alternatively, you may be entitled to refer your complaint to mediation or other ADR techniques pursuant to the rules of the ICC International Centre for ADR ("**ICC Centre for ADR**") at adr@iccwbo.org. Further information and the conditions for using mediation and ADR services of the ICC Centre for ADR can be found at <https://iccwbo.org/dispute-resolution-services/mediation/mediation-rules/>; and/or
 - (b) in the United Kingdom and you are eligible, you may be able to refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR, www.financial-ombudsman.org.uk, complaint.info@financial-ombudsman.org.uk, 0800 023 4567 or 0300 123 9123. If you complain to us and are not eligible to use the Financial Ombudsman Service, we may from time to time introduce other alternative dispute resolution services which you can use to resolve your complaint. You may also be able to complain to the Financial Conduct Authority.

Jurisdiction schedules

Australia

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Australia. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Bank of America, N.A. ("**BANA**") is a foreign authorised deposit-taking institution ("**ADI**") under the Banking Act 1959 (Cth). As a foreign ADI, BANA is required to notify you that provisions of the Banking Act 1959 (Cth) ("**Banking Act**") for the protection of depositors do not apply to foreign ADIs including BANA. For example, depositors with foreign ADIs do not receive the benefit of the following protections:
 - (a) deposits are not covered by the financial claims scheme and are not guaranteed by the Australian Government;
 - (b) deposits do not receive priority ahead of amounts owed to other creditors. This means that if a foreign ADI (such as BANA) were unable to meet its obligations or otherwise is in financial difficulties and ceases to make payments, its depositors in Australia would not receive priority for repayment of their deposits from the foreign ADI's assets in Australia;
 - (c) a foreign ADI is not required to hold assets in Australia to cover its deposit liabilities in Australia. This means that if the foreign ADI (such as BANA) were unable to meet its obligations or otherwise is in financial difficulties and ceases to make payments, it is uncertain whether depositors would be able to access the full amount of their deposit;
 - (d) the Australian Prudential Regulatory Authority's ("**APRA**") power to take control or appoint an administrator to take control of an ADI in the interests of depositors in the event of insolvency or suspension of payments does not apply to a foreign ADI including BANA; and
 - (e) the requirement for an ADI to immediately inform APRA if it considers it is likely to become unable to meet its obligations or is about to suspend payment does not apply to a foreign ADI including BANA.
3. Section 11F of the Banking Act states that if a foreign ADI (such as BANA) (whether in or outside Australia) suspends payment or becomes unable to meet its obligations, the assets of the ADI in Australia are to be available to meet the ADI's liabilities in Australia in priority to all other liabilities of the ADI. Note that deposits held outside Australia may not have the benefit of this provision. Further, section 86 of the Reserve Bank Act 1959 (Cth) states that, subject to section 13A(3) of the Banking Act, debts due by an ADI (such as BANA) to the Reserve Bank of Australia will in a winding-up of BANA have priority over all other debts of the ADI.
4. With the exception of BANA none of the Bank of America entities in Australia are authorised as an ADI under the Banking Act or are subject to prudential regulation by the APRA.
5. Furthermore, unless expressly stated:
 - (a) financial products issued by any Australian Bank of America entities, excluding BANA, do not represent liabilities of BANA and the investment performance of such financial products is not guaranteed by BANA;
 - (b) financial transactions entered into by any Australian Bank of America entities, excluding BANA, do not represent deposits or other liabilities of BANA and are not guaranteed by BANA; and
 - (c) other obligations assumed by any Australian Bank of America entities, excluding BANA, do not represent liabilities of BANA and are not guaranteed by BANA.
6. The Agreement and any supplementary documents are intended for use only by "wholesale clients" as defined in section 761G of the Corporations Act 2001 (Cth) ("**Corporations Act**"). In no circumstances may the Agreement or supplementary documents be made available to a "retail client" as defined in section 761G and 761GA of the Corporations Act.

7. If we disclose Personal Data to an overseas recipient (who may be located in United States of America, United Kingdom, Singapore, Hong Kong, India, and other jurisdictions in which the Bank of America group does business) and such recipient handles Personal Data in breach of the Australian privacy principles, we will not be liable for any breach by the recipient of the Privacy Act 1988 (Cth) (including any privacy principles) and you may not be able to seek redress under that Act or in the overseas jurisdiction.
8. Our Australian entities' Global Banking and Markets Privacy Notice – Australia sets out our approach to the management of personal information, including how individuals can access and correct Personal Data and how a complaint about a breach of the Australian privacy principles can be made and will be handled.
 - (a) You acknowledge and agree that you have received a copy of or the link to the Global Banking and Markets Privacy Notice – Australia, and have delivered a copy of or the link to the Global Banking and Markets Privacy Notice – Australia to any individuals whose Personal Data you have disclosed or will disclose to us.
 - (b) You recognize that the Global Banking and Markets Privacy Notice – Australia may be updated, from time-to-time, to address changes to the law or to our data processing practices. You understand and agree that a copy of the most recent version of the Global Banking and Markets Privacy Notice – Australia is available at https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_australia.pdf

Jurisdiction schedules

Hong Kong

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Hong Kong. Accounts in Hong Kong are held with Bank of America, National Association, Hong Kong Branch, a branch of a national banking association organized and existing with limited liability under the laws of the United States of America. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. It is the express wish of the Parties that the Agreement and all related documents be drawn up and executed in English.
3. Clause 3.4 is replaced as follows:
"If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times. Failing this, we may appoint an agent for you for this purpose."
4. Clause 5.2 is replaced as follows:
"Subject to Clause 5.3, you will promptly notify us in writing of any change in the identity of any Account Signatory and will furnish to us specimen signatures of any additional or substitute Account Signatories and a certified true copy of the written authority of the Entity evidencing such Account Signatories' authority to sign on behalf of the Entity. Any such notice will not be effective until we receive such notice and have a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Account Signatories. Clause 14 will not apply to notices given pursuant to this Clause 5.2."
5. A new Clause 10.10 is inserted as follows:
"You agree that we may and will be entitled to outsource all or any of our data storage, maintenance, processing and/or retrieval functions and/or activities from time to time in accordance with our internal policies and subject to Applicable Law."
6. A new clause 10.11 is inserted as follows:
"You agree that you have received a copy of or the link to our Global Banking and Markets Privacy Notice- Hong Kong, and you have delivered a copy of or the link to the Global Banking and Markets Privacy Notice- Hong Kong to any individual persons whose Personal Data you have disclosed or will disclose to us. You recognize that the Global Banking and Markets Privacy Notice- Hong Kong may be updated, from time-to-time, to address changes to law or to our data processing practices. You agree that a copy of the most recent version of the Global Banking and Markets Privacy Notice- Hong Kong will be available at https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_hong_kong.pdf"
7. A new Clause 13.10 is inserted as follows:
*"Subject to this Clause 13.10, a person who is not a party to the Agreement, other than any of the Bank of America Corporation subsidiaries which provide you with services under the Agreement, has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "**Third Parties Ordinance**") to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Ordinance.*

For the avoidance of doubt, any of the Bank of America Corporation subsidiary banks which provide you with services under the Agreement may enforce their respective rights under the terms of the Agreement subject to and in accordance with this Clause 13.10 and the provisions of the Third Parties Ordinance.

The Parties do not require the consent of any third party who is not a party to the Agreement to rescind or vary the Agreement at any time."

8. We are required under the Hong Kong Deposit Protection Scheme (Representation on Scheme Membership and Protection of Financial Products Under Scheme) Rules and any statutory guideline of Representation on Eligible Deposits by Authorised Institutions issued by the Hong Kong Monetary Authority under Section 7(3) of the Banking Ordinance (Cap. 155) to inform clients of the following and obtain their acknowledgment:
- (a) any financial or deposit products offered to you by us which constitute protected deposits under the Deposit Protection Scheme Ordinance (Cap. 581) ("**DPSO**") of Hong Kong will be protected under the Hong Kong Deposit Protection Scheme (the "**DPS**") up to a maximum limit of HK\$500,000 per depositor;
 - (b) any financial or deposit products offered to you: (i) by us which do not constitute protected deposits under the DPSO; and (ii) by any Bank of America Corporation subsidiary banks other than us, are not protected deposits under the DPSO and are not therefore protected by the DPS notwithstanding we are a member of the DPS; and
 - (c) the repayment of any financial or deposit products offered to you by us whether or not they constitute protected deposits under the DPS, and any financial or deposit products offered to you by any other Group entity, are not guaranteed by the Hong Kong SAR Government's Exchange Fund.

Further, we confirm that all Accounts opened, and deposits made, by you under the terms of the Global Client Account Agreement and its Schedules and held with our Hong Kong branch are eligible for protection under DPS.

You acknowledge that you have read the statements in this section and fully understand the same.

Jurisdiction schedules

India

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in India. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. In relation to any Accounts which are maintained in India, the term "**we**", "**us**" and "**our**" in the Agreement means Bank of America, N.A., acting through any branch in India.
3. Funds in Accounts can be repatriated out of India only in accordance with the process prescribed in, and for such purposes as have been permitted under the (Indian) Foreign Exchange Management Act, 1999 and the rules, regulations, directions, circulars, and notifications issued under such Act (as may be amended, modified, replaced, substituted, and/or supplemented from time to time) ("**FEMA**") and all other Applicable Laws.
4. Any foreign exchange transactions must comply with the FEMA. If we require, you must give requisite information or documents to us, to our satisfaction, to evidence compliance with the provisions of FEMA. If you do not give the requisite information or documents to us, to our satisfaction, we may not authorise a transaction and may make a report to the Reserve Bank of India ("**RBI**") and/or any authority as may be required under Applicable Law.
5. Certain information and disclosures in respect of Accounts maintained and operated by Bank of America, N.A., acting through any branch in India will be posted on our India specific website (identified below for your information and reference only) and will be effective from the date stated on this website. You are therefore encouraged to visit our India website: <https://business.bofa.com/india>
6. The terms of the Agreement may be amended to the extent required by Applicable Laws, as a result of a change in Applicable Law. While we will endeavor to notify you of such change, any amendment to the Agreement required as a result of a change in Applicable Law will be effective from the date that Applicable Law comes into effect, without regard to whether we have notified you of such change or the date of such notification by us. Such changes will override the terms of the Agreement, in the event of any conflict.
7. Clause 13.2 shall be amended as follows:
"You shall furnish us with such documents regarding you, your credit facilities from the banking system, your use of your Accounts, your Authorised Signatories, your directors, officers, shareholders and beneficial owners as we may reasonably request from time to time, including those documents specified in any required document list;"
8. Clause 13.3 shall be amended as follows:
"You will advise us without delay of any change in your legal status, name, address or capacity, credit facilities from the banking system, of any change to your constitutional documents or your rights with respect to the Accounts and of any other change affecting your business relations with us. Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it."
9. You will open the Account with a minimum balance as may be prescribed by us and notified to you from time to time. You will be responsible for maintaining such minimum balance. Failure to maintain the minimum balance prescribed by us may attract service charges and such charges may be deducted by us from your Account.
10. You agree that we have the right to close an Account by giving not less than 30 days' written notice if we determine, in our absolute discretion, that the Account has been operated unsatisfactorily or if the minimum credit balance as required by us has not been maintained in the Account for such period as we may determine in accordance with and subject to Applicable Law. Where we close an Account, we will pay to you any cleared funds held to your credit, after application of accrued debit or credit interest, if any, by banker's cheque in favour of you. We will mail such cheque to your address or using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing.
11. You agree to receive account information only by way of a "statement of account". We will send statements of

account to your address or using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing. You will notify us in writing if you wish to receive account information by way of a passbook.

12. A new Clause 8.7 is inserted as follows:

"Alterations, if any, on cheques are required to be authenticated by the drawer's signature against each such alteration. We reserve the right to refuse payment of cheques (that are not in line with the CTS 2010 standards) that have been altered in any way unless the alteration is authenticated by the drawer under full signature as per specimen on record with us. Cheques should be drawn in such a way as to prevent alteration after issue and the drawer's signature should be uniform with that on record."

13. A new Clause 8.8 is inserted as follows:

*"We may dishonour and/or return cheques unpaid which are altered, if considered by us to be ambiguous or suspicious in any way, or if received for payment more than three months (being the standard period), or such other period as may specifically be permitted under the Applicable Law, after the date the cheque is drawn. From the date on which the RBI's Cheque Truncation System ("**CTS**") is implemented in India, we may, without further reference to you, dishonour and/or return cheques unpaid which have been received through clearing and which have been altered for the purpose other than for date validation. For any change in the payee's name, courtesy amount (amount in figures) or legal amount (amount in words), etc., you should use a fresh cheque form."*

14. A new Clause 8.9 is inserted as follows:

"You should issue cheques on the Account only after making prior arrangement of funds in the account to avoid returns/dishonour. If a cheque issued by you is required to be returned (i) for insufficient balance in the Account or (ii) for being in excess of arrangements; or (iii) pursuant to prior 'stop payment' or similar instructions given by you to us as per the terms of this Agreement, a penalty/charge may be levied by us. If any cheque deposited by you is returned unpaid, service charges may be recovered from you. In case of large number of returns/dishonours in the Account, we reserve the right to take corrective action for the specific accounts as deemed fit by us."

15. A new Clause 10.10 is inserted as follows:

"You agree that we will be entitled to outsource all or any of the data processing, retrieval and storage activities from time to time in accordance with our internal policies and subject to regulations and guidelines of the RBI."

16. A new Clause 10.11 is inserted as follows:

*"We may disclose any relevant information to the TransUnion CIBIL Limited ("**CIBIL**") and/or any other credit information company agency authorised by the RBI ("**Other Agency**"), as and when we deem it appropriate and necessary and in accordance with normal banking practices in India."*

17. A new Clause 10.12 is inserted as follows:

"In accepting the terms you agree that CIBIL or any Other Agency may use and process your information as it deems fit and may provide such processed information to any financial Institutions and/or any other persons as may be specified by the RBI."

18. A new Clause 10.13 is inserted as follows:

"You agree and confirm that:

- (a) *You have reviewed and understood the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice ("**DPN**") , which is accessible at <https://business.bofa.com/en-us/content/global-privacy-notice.html> (or through another web page of which we inform you from time to time) (the "**DPN Page**"), and have provided or will provide a copy of or link to the relevant DPN to its associated individuals as required by Clause 10.7 of the Agreement.*
- (b) *You had no technical difficulties in accessing any documents made available by hyperlink including those referred to in Paragraph (a) above.*

- (c) *You have received a copy of or the link to our Global Banking and Markets Privacy Notice – BANA India, and you have delivered a copy of or the link to the Global Banking and Markets Privacy Notice – BANA India to any individual persons whose Personal Data or personal information you have disclosed or will disclose to us. You agree that you have collected any consent from the individual as required in any applicable local law. You recognize that the Global Banking and Markets Privacy Notice – BANA India may be updated, from time-to-time, to address changes to law or to our data processing practices. A copy of the most recent version of the Global Banking and Markets Privacy Notice – BANA India will be available at: https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/qbam_privacy_notice_india_BANA.pdf and you agree to keep yourself updated and apprised of the same including any changes thereto from time to time.”*

Jurisdiction schedules

Indonesia

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Indonesia. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. With regard to the use of cheques and/or giro orders, according to the prevailing laws and regulations, including Bank Indonesia Circular Letters regarding Bounced Cheques¹ and/or giro orders, you have to fulfil, among others, the following obligations:
 - (a) be responsible for the drawing down against Cheques and/or Bilyet Giro received from us;
 - (b) provide sufficient funds in the Giro Account or Special Account at the minimum of nominal value of circulated Cheques and/or Bilyet Giro;
 - (c) will not draw down against a Bounced Cheque and/or Bilyet Giro for any reason whatsoever;
 - (d) report the fulfilment of the obligations to settle any drawing down of a Bounced Cheque and/or giro order within seven (7) business days after the rejection date;
 - (e) release us from any legal claims of any legal consequence arising from the rejection of a Bounced Cheque and/or Bilyet Giro;
 - (f) comply with the provisions regarding Bounced Cheques and/or Bilyet Giro, among other things on the signing of Cheques and/or Bilyet Giro, repayment of the stamp duty and drawing down of Cheques and/or Bilyet Giro;
 - (g) return the remaining of Cheques and/or Bilyet Giro forms to us if its right of use of the Cheques and/or Bilyet Giro has been frozen, identity of the Account Owner is included in the National Black List (*Daftar Hitam Nasional* or *DHN*) or the Giro Account is closed at its own request; and
 - (h) must immediately inform us if there is a change of identity, among other things, change of name, address, phone number and/or Taxpayer Registration Number.
3. Your right to use Cheques and/or Bilyet Giro may be frozen and we will report your identity for the inclusion in the Indonesia National Black List, if: (a) you draw down against three (3) or more different bounced cheques and/or giro orders with nominal value under IDR 500 million each within six (6) months or (b) draw down against a Bounced Cheques and/or Bilyet Giro with nominal value of IDR 500 million or more.
4. We may close your accounts at any time if:
 - (a) you refuse to provide documents and information as requested by us in line with the applicable laws, regulations and our policies and procedures;
 - (b) during a six months period, cheques drawn on an Account are returned for insufficient funds, three or more times;
 - (c) a cheque with a nominal value of IDR 1 billion or more is returned for the reason of insufficient funds;
 - (d) you are included in National Black List; or
 - (e) you draw down the Bounced Cheque and/or Bilyet Giro again within the sanction imposition period of the National Black List or other causes that have been agreed in the opening of Giro Account;
 - (f) there is a request from any governmental bodies, regulatory agencies, law enforcement agency, fiscal, monetary or other authority to which we are subject or submit, whether or not such request has the force of law.

5. When we close your Account, you must:
 - (a) return to us the remaining Cheques and/or Bilyet Giro forms that have not been used;
 - (b) maintain sufficient funds in the special account opened by us for the settlement of payment obligation over Cheques and/or Bilyet Giroin circulation; and
 - (c) submit a statement on a duly stamped letter, which at least states that:
 - (i) all payment obligations from drawing down against Cheques and/or Bilyet Giro have been properly settled;
 - (ii) no Cheque and/or Bilyet Giro remain in public circulation; and
 - (iii) you are willing for your identity to be recorded or recorded again in the National Bank Black List, if in the future there are still Bounced Cheques and/or Bilyet Giro that satisfy the criteria stipulated in paragraph 3 above.
6. We will not provide a cheque facility for foreign currency accounts. Instructions regarding the withdrawal of funds from foreign currency accounts may be made using electronic instructions or using the prescribed letter of authorisation provided to you by our Jakarta branch.
7. A new Clause 4.11 is inserted as follows:

"All authorisations granted by you under the Agreement will be unconditional and irrevocable, unless stipulated otherwise under the regulations."
8. Clauses 6.3 and 6.4 apply to the extent that Applicable Law permits.
9. A new Clause 6.6 is inserted as follows:

"The applicable laws and regulations concerning foreign exchange system and exchange rate system provide that a person may freely hold and use foreign currency. Any transfer of foreign exchange to and from abroad is, however, subject to the reporting obligation to the Central Bank (Bank Indonesia), and certain transactions in Indonesia Rupiah are restricted by the applicable Bank Indonesia regulations concerning restriction on Rupiah transactions and foreign currency credit offered by banks. You represent and warrant to us that you are and will continue at all times to be in full compliance with the mandatory reporting requirement and all such policies, regulations and/or directives and that you will promptly indemnify us and each of our officer or employee against any fines, penalties, cost, loss or liability incurred by us (or our officer or employee) arising out of, or in connection with a breach of the aforementioned representation and warranty. To the extent applicable, Article 1266 of the Indonesian Civil Code (Kitab Undang-undang Hukum Perdata Indonesia) is waived to the extent necessary to effect termination of this Agreement without the need for a court decision."
10. A new sentence is inserted as the last sentence in Clause 7.3 as follows:

"You waive any rights you may have under the Indonesian Civil Code or otherwise to claim that any claims for payment denominated in different currencies are not capable of being set-off."
11. Clause 9.4 is replaced as follows:

"If we reasonably conclude that you have materially breached the Agreement or violated Applicable Law or an Account is subject to irregular, fraudulent or illegal activity, we may close any or all Accounts or suspend the provision of any services and/or terminate the relationship between you and us, immediately on giving written notice to you."
12. To the extent applicable, Article 1266 of the Indonesian Civil Code (Kitab Undang-undang Hukum Perdata Indonesia) is waived to the extent necessary to effect termination of the Agreement without the need for a court decision.
13. A new clause 10.10 is inserted as follows:

"You agree and confirm that:

 - (a) *You have reviewed and understood the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice ("DPN"), which is accessible at <https://business.bofa.com/en-us/content/global->*

[privacy-notices.html](#) (or through another web page of which we inform you from time to time) (the “**DPN Page**”), and have provided or will provide a copy of or link to the relevant DPN to its associated individuals as required by Clause 10.7 of the Agreement.

- (b) You had no technical difficulties in accessing any documents made available by hyperlink including those referred to in Paragraph (a) above.
- (c) You have received a copy of or the link to our Global Banking and Markets Privacy Notice – BANA Jakarta, and you have delivered a copy of or the link to the Global Banking and Markets Privacy Notice – BANA Jakarta to any individual persons whose Personal Data or personal information you have disclosed or will disclose to us. You agree that you have collected any consent from the individual as required in any applicable local law. You recognize that the Global Banking and Markets Privacy Notice – BANA Jakarta may be updated, from time-to-time, to address changes to law or to our data processing practices. A copy of the most recent version of the Global Banking and Markets Privacy Notice – BANA Jakarta will be available at:
https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_Indonesia.pdf. and you agree to keep yourself updated and apprised of the same including any changes thereto from time to time.”

14. A new paragraph concerning retention of data is added to clause 10.11:

“The Bank will retain Personal Data for as long as needed in accordance with our retention schedules or permitted in light of the purpose(s) for which it was obtained. The criteria used to determine our retention periods include: (i) the length of time we have an ongoing relationship with our client and provide the Services; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations).”

15. New paragraphs concerning representations and warranties are added/inserted to Clause 12.1 as sub-Clauses (c) and (d) respectively as follows:

“(c) You are not insolvent, bankrupt, liquidated or under suspension of payment of your debts, nor any petition for insolvency, bankruptcy, liquidation or suspension of payment of debts, or similar situation, have been made to or by you.

“(d) The execution of the Agreement and the performance of your obligations to us does not contravene or constitute an infringement under Applicable Law, and does not conflict with any other contractual duties it may owe to other parties.”

16. Clause 13.8 is replaced as follows:

“The Agreement will only be enforceable between the Parties. A person who is not a Party to the Agreement has no right to enforce any term of the Agreement and will not take any profit from the Agreement.”

17. A new Clause 13.10 is inserted as follows:

“You acknowledge that you have been duly and properly informed of the terms and conditions of the Account and other products and/or services related to such Account that may be provided at your request prior to or on the opening of the Account. Any information regarding the Account or deposit that is required and/or necessary to be disclosed by the Applicable Law or the appropriate authority, including the information on the Deposit Insurance Institution’s published interest rate and the maximum of the deposit guaranteed by the Deposit Insurance Institution, will be displayed at our branch and/or informed by us.”

18. The Agreement is made and signed in English and Indonesian languages. If only the English version is signed, the Indonesian version must be signed at our request. Both the English and Indonesian versions of the Agreement will be valid and binding. If there is any inconsistency between the English and Indonesian texts, the English text will prevail and Indonesian text will be amended accordingly to reflect the meaning of the English text.
19. Bank of America, N.A., Jakarta Branch, is licensed, registered and supervised by the Indonesia Financial Services Authority (“**OJK**”). Bank of America, N.A., Jakarta Branch, is an insured member of the Indonesia Deposit Insurance Corporation. The Agreement has been made in compliance with Indonesian laws and regulations, including the regulations of the OJK.
20. The Agreement has been adjusted to Applicable Law, including the regulations of the OJK.
21. You fully understand that if the agreed deposit* interest rate exceeds the interest rate limit or total deposit amount exceed the guarantee amount of the Indonesia Deposit Insurance Corporation or known as Lembaga Penjamin Simpanan (“**LPS**”) as stipulated under Law Number 24 Year 2004 (as may be amended from time to time and hereinafter referred to as the “**LPS Law**”) and as further explained in and implemented by LPS regulation PLPS Number 1 year 2023 concerning Deposit Insurance Program, then you agree to accept the risk on your deposit being a non-eligible deposit** which is not guaranteed and will not be paid by the LPS if our banking license is revoked in accordance with the LPS Law.

*Deposits in this case includes but not limited to, demand deposits, savings deposits, time deposits or other equivalent forms.

** Non-eligible deposit also includes deposit that are on debit balance or overdrawn and credit or surplus balance on loan account.

Jurisdiction schedules

Japan

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Japan. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. You represent and warrant that you are not or will not in future fall within any of the following ("**Boryokudanin, etc.**"):
 - (a) an organised crime group ("**Boryokudan**");
 - (b) a member of a Boryokudan ("**Boryokudanin**");
 - (c) a former Boryokudanin who has withdrawn from a Boryokudan but less than 5 years have elapsed since;
 - (d) a sub-member of a Boryokudan ("**Boryokudan jyunkoseiin**");
 - (e) a corporation related to a Boryokudan ("**Boryokudan kankei kigyo**");
 - (f) a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting ("**Soukaiya**") or acting as if advocating legitimate social causes ("**Shakai undou nado hyoubou goro**"), or a special intelligence organised crime group ("**Tokusyu chinou boryoku syudan**"), etc.; and/or
 - (g) a person or organisation equivalent to any of the above, howsoever described.
3. In addition, you declare that you are not, and will not in the future, be any of the following:
 - (a) an entity having such relationship with Boryokudanin, etc. that shows their control over the entity's management;
 - (b) an entity having such relationship with Boryokudanin, etc. that shows their substantial involvement in the entity's management;
 - (c) an entity having such relationship with Boryokudanin, etc. that shows reliance on Boryokudanin, etc. for the purpose of unfairly benefiting oneself, one's own company or third parties or of damaging third parties;
 - (d) an entity having such relationship that shows provision of funds, benefits or services from the entity to Boryokudanin, etc.; or
 - (e) an entity where any of the board members or other personnel substantially involved in its management is engaged in socially condemnable relationship with Boryokudanin, etc.
4. You undertake not to conduct, either in person or by engaging a third party, any of the following:
 - (a) claims made with forceful behaviour and acts of violence;
 - (b) unjust claims exceeding legal responsibilities;
 - (c) use of threatening action or statements, or violent acts and behaviours in connection with any transaction between the Parties;
 - (d) acts and behaviours which may damage the credit or obstruct our business by spreading false rumours or the use of fraudulent means or by force; and/or
 - (e) other acts and behaviour equivalent to the above howsoever described.
5. If you fall within "Boryokudanin, etc." or if you breach any of the declarations prescribed in paragraph 3 above, or engage in any conduct prescribed in paragraph 4 above or any representation or warranty made by you in paragraph 2 above is incorrect or misleading, we may at any time terminate the Agreement or close any or all of the Accounts on notice to you. Any such notice is deemed to be effective when we deliver or mail it to your address given to us when the Accounts were opened or any other address subsequently communicated to us in writing.

6. In the event that we decide to terminate the Agreement and/or close any or all of the Accounts pursuant to paragraph 5 above, we will not be liable for any losses or damages that you may suffer as a result thereof. In addition, if we should suffer losses or damages as a result of any or all of the situations contemplated in paragraph 5 above, you will indemnify us and hold us harmless from any and all such losses.
7. For the purpose of Clause 4.4(b)(ii), you do not require us to verify the name of such account holder, and we will not be responsible for any damages resulting from discrepancy between account number and account name. If you need to cancel the remittance from the Account, we will take cancellation procedures (*kumimodoshi*) in accordance with the usual practice in Japan. If the cancellation is refused by the recipient bank, you are requested to negotiate with the recipient directly.
8. For the purpose of Clause 4.6, if cheques, promissory notes, bills of exchange, or any other instruments (hereinafter referred to as "**Instruments**") issued by you will be presented for payment in excess of the funds available in the Accounts, we may select, at our sole discretion, which Instruments will be paid, and we will not make any partial payments of any of such Instruments.
9. For the purpose of Clause 4.8, if we are requested to accept any Instruments issued in your favour for deposit in the Accounts, those Instruments will be such Instruments as approved by us and will satisfy the requirements under Japanese law and regulations. Such Instruments will be collected and settled in accordance with the rules and regulations of the relevant clearing house, and usual practice in Japan.
10. For the purpose of Clause 4.8, in case of cancelation of remittance from other banks (*furikomi no torikeshi*), you hereby waive your consent to reverse of the credit entry in the Account, and authorise us to return the funds in accordance with the usual practice in Japan.
11. For the purpose of Clause 7.3, all Instruments issued in your favour received by us from you for deposit in the Account will be deemed to have been received by us as security for any overdrafts, and all interests, fees and expenses related thereto. You will, from time to time on our request, promptly execute all documents reasonably requested by us to effect, perfect, record or implement any such security.
12. Without prejudice to Clause 7.3:
 - 12.1 In the event any one of the following events occurs to you, you agree to immediately pay the principal of and interest on overdraft without any notice or demand from us:
 - (a) when you have become unable to pay debts, or application/petition is submitted for commencement of bankruptcy proceedings (*hasan*), commencement of civil rehabilitation proceedings (*minji saisei*), commencement of corporate reorganisation proceedings (*kaisha kousei*), or commencement of special liquidation under Japanese law, or the equivalent in other jurisdiction;
 - (b) when the relevant clearing house in accordance with its rules takes procedures for suspension of your transactions with banks and similar institutions;
 - (c) when order or notice of provisional attachment (*kari-sashiosae*), preservative attachment (*hozen sashiosae*) or attachment (*sashiosae*) is dispatched in respect of your deposits and/or any other credits with us; or
 - (d) when your whereabouts become unknown to us due to your failure to notify us of change of your address or any other causes attributable to you.
 - 12.2 In any of the following cases, you agree to pay the principal of and interest on overdraft immediately on our demand:
 - (a) when you fail to pay any of your obligations to us when it is due;
 - (b) when you violate the Agreement with us; or
 - (c) any event or circumstance occurs which might have a material adverse effect on your ability to perform or comply with your obligations under the Agreement.
13. Notwithstanding Clause 8.1, if we provide you with blank cheques, additional terms and conditions may be applicable.
14. Without prejudice to Clause 9.4, the following provisions are added:

- 14.1 If you fall under any of the following, we may restrict a part of the transactions contemplated in the Agreement, such as receipts or withdrawals of moneies:
- (a) in the case where we require your submission of various confirmations and/or materials within our designated period of time in order to make ourselves informed of your information and details of its specific transactions, you fail to reply to our request within such designated period without due cause; or
 - (b) after consideration of your answer to our request for submission of various confirmations and/or materials as set out in (a) above, details of your specific transactions and your explanations and other circumstances, we determine that it may be in breach of laws and regulations related to money laundering, terrorism financing or economic sanctions.
- 14.2 For our restriction on any transaction set out in paragraph 14.1 above, if we consider that a possible breach of laws and regulations related to money laundering, terrorism financing or economic sanctions has reasonably disappeared based on your explanation, etc., we will remove the restriction on such transaction.
- 14.3 If we reasonably consider that the Account is used, or is likely to be used, for a transaction which breaches laws and regulations related to money laundering, terrorism financing or economic sanctions, we may cease such transaction under the Agreement or, upon giving notice, close all the Accounts and terminate our relationship with you. If the Agreement is terminated with notice, regardless of whether the delivery of the notice, the Agreement will be deemed to have been terminated at the time when our termination notice is dispatched to your address, using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing notwithstanding Article 14.1 of the Agreement.
15. Clause 10.7 of the Agreement is replaced as follows:

"Before you or anyone on your behalf discloses Personal Data to us or anyone on our behalf in connection with the Agreement, you will:

- (a) *ensure that the individuals to whom the Personal Data relates are aware of and agree and accept at least the proposed disclosure and our identity (including our registered office address); of the information set out in this Clause 10; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to the processing of their information, under applicable data protection law and regulations; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or link to the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice (as referred to in the Account Opening Form) and Bank of America, National Association Privacy Notice - Tokyo Branch. You recognize that the Bank of America, National Association Privacy Notice - Tokyo Branch may be updated, from time to time, to address changes to law or to our data processing practices. You agree that a copy of the most recent version of the Bank of America, National Association Privacy Notice - Tokyo Branch will be available at https://business.bofa.com/content/boaml/ja_jp/japan_overview/notices.html; and*
- (b) *take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and obtain any consent necessary for our disclosure and other processing of that Personal Data as described in Clause 10.4 to 10.6 under applicable data privacy laws.*

Should an individual with rights as described in Clause (a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will notify the individual that they should contact the relationship manager with whom you usually deal and provide the individual with the relevant contact details."

16. For the purpose of Clause 13.3, any such notice will be in writing unless we agree otherwise, and you will be responsible for our damage, if any, caused by your failure to do so.
17. The Accounts and all the transactions (including but not limited to overseas remittance transactions) in respect of the Accounts will be in compliance with Japanese law and regulations and usual practice in Japan, including but not limited to the Foreign Exchange and Foreign Trades Act of Japan (Act No. 228 of 1949) and the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007).

18. You acknowledge and agree that:

- (a) the funds held in the Accounts are not insured: (i) under Article 53 of the Deposit Insurance Act of Japan or any other deposit insurance scheme in Japan; or (ii) by the Federal Deposit Insurance Corporation or any other United States governmental agency;
- (b) in the event of the insolvency or bankruptcy of Bank of America N.A., you may not be able to access funds held in the Accounts on a timely basis; and
- (c) the solvency of Bank of America N.A.'s Tokyo Branch may be impacted by the solvency of Bank of America N.A., which is subject to the jurisdiction of government authorities outside of Japan.

Jurisdiction schedules

Malaysia

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Malaysia (including Labuan). These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Accounts maintained with Bank of America Malaysia Berhad (Registration No. 199401025304 (310983-V) ("**BAMB**")) are subject to the supervision of Bank Negara Malaysia ("**BNM**") under the Financial Services Act 2013 ("**FSA**"). In respect of Accounts held with BAMB, you represent and warrant that you will ensure full compliance with the provisions of the FSA and Applicable Law.
3. Accounts maintained with Bank of America, National Association, Labuan Branch (Licence No: LF 00304) ("**Labuan Branch**") are subject to the supervision of the Labuan Financial Services Authority ("**LFSA**") under the Labuan Financial Services and Securities Act 2010 ("**LFSSA**"). In respect of Accounts held with Labuan Branch, you represent and warrant that you will ensure full compliance with the provisions of LFSSA and Applicable Law.
4. All references to "**we**", "**us**" and "**our**" in relation to such accounts are references to BAMB or Labuan Branch, where applicable. Unless specifically mentioned otherwise, all references to "**Malaysia**" includes the Federal Territory of Labuan. Other than against BAMB or Labuan Branch, you have no rights against Bank of America Corporation and/or any of its subsidiaries with respect to an Account held with BAMB or Labuan Branch, where applicable.
5. If you are a resident of Malaysia as defined under the FSA, you acknowledge that there are, and that you are fully aware of, prohibitions, restrictions and/or conditions applicable to certain dealings, payments, borrowings, use and repatriation of funds out of Malaysia under Foreign Exchange Policy Notices (the "**Notices**") issued by BNM and other relevant policies, regulations and/or directives related to foreign exchange administration which are, and may be issued from time to time by BNM and any other regulatory authorities of Malaysia. You further represent and warrant to us that you are and will continue at all times to be in full compliance with the Notices and all such policies, regulations and/or directives and that you will promptly indemnify us and each of our officer or employee against any fines, penalties, cost, loss or liability incurred by us (or our officer or employee) arising out of, or in connection with a breach of the aforementioned representation and warranty.
6. If you are a small or medium-sized enterprise, you acknowledge and confirm that all information/disclosure required to be informed/disclosed by us to you pursuant to BNM's Guidelines on Product Transparency and Disclosure relating inter alia, to: (a) the availability and key features of the basic account; (b) the initial deposit required to open an Account and the minimum deposit to be maintained in the Account; (c) the consequence of not maintaining a minimum deposit e.g. the imposition of a monthly service fee; (d) the interest rate that will be paid on the deposit, the frequency of interest payments and any circumstances that might affect the interest payments; (e) the minimum deposit amount required for the Account to earn an interest; (f) information on deposit rates including effective dates; (g) whether the Account is insured by Perbadanan Insurans Deposit Malaysia (Malaysian Deposit Insurance Corporation) and other related information including the limit of coverage for the Account; (h) all fees and charges on both standard and additional services applicable to a deposit Account; (i) penalty that may be imposed if the current Account is overdrawn without a prior overdraft arrangement or beyond the overdraft limit when overdraft arrangement exists; (j) any charge on any "stop payment" instruction received from you; (k) any penalty charge applicable to early closure of an Account within a specified time frame; (l) the implication of uplifting a fixed deposit before maturity; and (m) circumstances under which an Account is designated as inactive etc., have been informed/disclosed to you.
7. BAMB is a member of Perbadanan Insurans Deposit Malaysia ("**PIDM**"). All Accounts and Deposits opened by you under the terms of the Agreement and its Schedules and held with BAMB are eligible for protection by PIDM up to the amount of RM250,000 for each depositor. Please refer to the List of Insured Deposits (Conventional) (including a link to the PIDM brochure) for BAMB, which can be found at our website, accessible at <https://business.bofa.com/en-us/content/apac-malaysia.html>. Coverage of the eligible Accounts and Deposits are subject to the terms and conditions of PIDM. By the continued use of the services provided

by BAMB in respect of your Accounts and Deposits, you agree and acknowledge that you have read and agreed to the terms of the Agreement and the deposit insurance protection by PIDM.

8. You have elected to have the Agreement and all related documents be drawn up and executed in English.
9. Subject to any specific instructions given in writing by you to us and acknowledged by us, you hereby waive in favour of us every requirement for presentment, dishonour, notice of dishonour, protest or notice of protest of all bills of exchange, promissory notes, cheques and other documents drawn, made, accepted or endorsed by you and now or hereafter delivered to any of our branches for any purpose whatsoever, and you will be liable to us in respect thereof as if presentment, dishonour or protest had been duly made or notice of dishonour or protest duly given. If we should consider that any endorsement on an instrument is other than that of yours or for any other reason, at the discretion of any officer, employee or agent of ours, the same may be noted and protested accordingly, but we will not in any event be liable to you for any failure or omission to note or protest any instrument.
10. For Accounts held with BAMB, to enable you to obtain a refund of the stamp duty paid on your blank and unused cheques, you may prior to closing the Account, elect to surrender your blank or unused cheques to us.
11. All sums payable under the Agreement relating to an Account, or otherwise payable by any party to any other party under the Agreement are exclusive of any goods, services, sales, consumption, use, value added or any other tax of a similar nature levied under the Applicable Law as may be imposed, amended or supplemented from time to time ("**Applicable Tax**") chargeable on the supplies of goods and/or services for which such sums (or any part of them) are the whole or part of the consideration for Applicable Tax purposes. Where, under the Agreement, BAMB or Labuan Branch makes a supply of goods and/or services to you and Applicable Tax is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, you will, subject to the receipt of a valid tax invoice, pay BAMB or Labuan Branch (in addition to, and at the same time as, any other consideration for that supply) the amount of such Applicable Tax. You agree to reimburse or indemnify BAMB or Labuan Branch for the full amount of the cost or expense of any Applicable Tax that is chargeable in relation to the Agreement relating to an Account.
12. You represent and warrant that you will ensure full compliance with the provisions of Personal Data Protection Act 2010 ("**PDPA**") and relevant rules and regulations (as may be applicable to the Personal Data) with respect of the Personal Data in particular for the processing by and disclosure of the Personal Data to us and transfer by us of the Personal Data as envisaged by Clause 10. You acknowledge that you have obtained our latest and full PDPA notice, a copy of which is accessible on our website at:
https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_malaysia.pdf

A copy of Bahasa Malaysia is accessible on our website at:

https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_malaysia_bahasa.pdf

You also agree that you have delivered a copy of or the link to the full PDPA notice to any individual persons whose Personal Data you have disclosed or will disclose to us. This notice may be amended from time to time to reflect the changes in law, changes in business practices, procedures and structure. It may not be practicable to notify changes in the PDPA notice to each customer. You understand and agree that a copy of the most recent version of the full PDPA notice is available at:

https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_malaysia.pdf

Jurisdiction schedules

New Zealand

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in New Zealand. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. For the purpose of Accounts maintained in New Zealand, these are held with ASB Bank Limited and all references to "we", "us" and "our" in relation to such Accounts and in the Agreement are references to ASB Bank Limited, P.O.Box 35, Auckland, New Zealand. If the Agreement is entered into by Bank of America Corporation or any of its subsidiary banks, it does so on behalf of ASB Bank Limited so far as the Agreement relates to Accounts maintained in New Zealand. Bank of America has no rights against or obligations to you with respect to an Account held with ASB Bank Limited.
3. Bank of America Corporation is not a Non-Bank Deposit Taker for the purposes of the Reserve Bank of New Zealand Act 1989 nor is it a registered bank for the purposes of that Act.
4. A new Clause 4.11 is inserted as follows:

"If a dispute occurs between Account Signatories, directors, or other parties reasonably claiming an interest in an Account we may, at our sole discretion suspend operation of the Account until notification of any agreement has been received to our satisfaction. If we receive contradictory instructions from any persons we reasonably believe are authorised to operate an Account we may refuse to act on any or all such instructions."
5. A new Clause 9.6 will be inserted as follows

"We may suspend operation of an Account or close it in the event that:

 - (a) you are or become insolvent or unable to pay your indebtedness as it falls due in the normal course of business or proceedings are commenced or an order is made or any step is taken for your receivership, bankruptcy or dissolution; or
 - (b) you fail to pay any amount due to us or default in your obligations under any other agreement with us; or
 - (c) any third party claims any interest in (or any monies credited to) an Account of yours; or
 - (d) there are insufficient funds to cover cheques or other payment instructions given by you; or
 - (e) there is a change in control of you or any person controlling you, without our consent; or
 - (f) any statement made by you in connection with your Account/s is not true; or
 - (g) there is a legal requirement, or a court or other authority tells us, to do so; or
 - (h) we reasonably believe or suspect that carrying out your instruction will give rise to a cause of action against us; or
 - (i) any Authorised Signatory or beneficial owner does not meet our identification requirements at any time; or
 - (j) we consider in our sole discretion that we have any other reasonable grounds to do so, and you agree to reimburse us for any expense we incur in connection with any of these matters."
6. A new Clause 13.10 is inserted as follows:

"The provisions of the New Zealand Consumer Guarantees Act 1993 will not apply to services provided by us providing you are opening Accounts for the purposes of a business."
7. Your Account with ASB Bank in New Zealand is governed by the Agreement (exclusive of any amendments to which the Parties may agree regarding Accounts maintained in jurisdictions other than New Zealand) together with ASB Bank Limited's terms and conditions (link to www.asb.co.nz/documents/terms-and-conditions.html), as applicable to your Account(s) and as amended from time to time. In the event of an inconsistency between the provisions of the Agreement and the provisions of such terms and conditions, the provisions of such terms and conditions will prevail.

Jurisdiction schedules

People's Republic of China (PRC)

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the People's Republic of China (the "**PRC**"). These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. If there is no transaction on your Account or if your Account remains dormant for one year, we will close the Account after giving you not less than 30 days' prior written notice of such closure.
3. For the purposes of your instructions in relation to your Accounts maintained in the PRC, a specimen seal of your company chop or specialised chop for financial purposes or for opening and operating Accounts (to the extent applicable) will be placed along with the specimen signatures of your Account Signatories given to us.
4. Exchange control regulations governing the use of funds and their remittance into and repatriation out of the PRC may apply.
5. At our request, you will provide us with the Chinese translation of any documents required to be provided to us pursuant to the terms of the Agreement.
6. Unless otherwise approved by the competent governmental authorities, you cannot conduct cash business in a non-resident account. In addition, the funds in the non-resident account will not be converted into any other currency for use, unless otherwise expressly provided by the laws and regulations of the PRC.
7. You shall ensure that all bank account activities made by you or on your behalf are in compliance with the laws, regulations and relevant regulatory rules, and there shall not be any illegal or criminal activities in connection with the operation of the Accounts.
8. For avoidance of doubt, unless otherwise notified by us, any fees or any other amount payable by you to us under the Agreement will be exclusive of PRC value-added tax (if applicable), which we will charge you at the applicable tax rate in addition to such fees or payment.
9. Notwithstanding any other provisions herein, if we plan to merge or be converted into an independent legal entity locally incorporated within the PRC (the "**Local Incorporation**") in accordance with applicable law of the PRC, after the date of the Agreement, then you hereby agree that we may transfer any or all of our rights and/or obligations under the Agreement to the surviving entity, the newly incorporated entity or the relevant branch of the newly incorporated entity after the Local Incorporation (the "**Successor Bank**"). You further agree that a public announcement made in any national newspaper in the PRC, or in any other forms of notice to the extent permitted by the applicable law and at the sole discretion of us or Successor Bank, on the assignment or transfer will constitute sufficient notice of such assignment or transfer, and that from the date of operation commencement of Successor Bank, our rights and obligations hereunder will be transferred and assigned to Successor Bank as if Successor Bank is the original party hereof, and that the Agreement will remain in force and no consent or approval from you is required to effect such assignment or transfer.
10. You acknowledge and agree that the funds held in the Accounts are not insured or guaranteed by the People's Bank of China or any other deposit insurance scheme in the PRC.
11. *Change of RMB Account Information*
 - 11.1 Without prejudice to Clause 13.3 of the Agreement, as far as a RMB account is concerned, this clause supplements the requirements thereunder.

Where there is any change in your corporate name, legal representative or person in charge, address, and other account opening materials or documents, you shall apply to us without delay (in any event, no later than the fifth (5) working day) for the change of Account information and provide us with the evidential documents issued by the competent authority(ies).

- 11.2 We are entitled to review your application for the change of Account information and request you to submit further documents and make further explanations. After the review, if the requirements for such change are met, we will handle the relevant change for you.
- 11.3 If we find any change in your corporate name, legal representative or person in charge, or the validity period of your corporate business license, identity certificate of your legal representative or person in charge has elapsed, but you have not applied to us for the change(s), renewal or update thereof, we are entitled to notify you to submit the application for such change(s), renewal and update and you shall cooperate with us.
- 11.4 The above application for the change of Account information shall be submitted over our counter, or mailed or couriered to our counter.
- 11.5 We may, from time to time, announce and publish detailed requirements with respect to the change of Account information, in accordance with the applicable regulatory requirements. Such requirements will be made available to you either over our counter or by notification made in accordance with Clause 14.1(b)(i) of the Agreement.

12. *Cancellation of RMB Accounts*

Without prejudice to Clauses 4.6 and 9.4 of the Agreement, as far as a RMB account is concerned, this clause supplements the requirements thereunder.

- 12.1 You shall apply to us for the cancellation of the Account(s).
- 12.2 If you are an onshore institution, you shall promptly apply to us for the cancellation of your bank settlement account(s) in any of the following circumstances:
- (a) you are acquired, dissolved, declared bankrupt or closed;
 - (b) you are deregistered or your business license is revoked;
 - (c) you need to change your account bank due to the change of your registered address;
 - (d) you need to cancel your bank settlement account(s) due to any other reason; or
 - (e) you are obliged to cancel your bank settlement account(s) in accordance with any other provision of the applicable law of the PRC and regulatory requirements.

Under the circumstances relating to paragraph (a) or (b) above, you shall apply to us within five (5) working days for the cancellation of your bank settlement account(s). If you have not initiated your application for the cancellation of your bank settlement account(s) within the above time period, we are entitled to stop any payment to be made from such bank settlement account(s).

- 12.3 We are entitled to review your application for the account cancellation and request you to submit further documents and make further explanations. After the review, if the requirements for such account cancellation are met, we will handle the relevant account cancellation procedure for you.
- 12.4 Unless otherwise provided by the applicable law of the PRC, if you have not yet repaid all the outstanding debts owed to us, you shall repay all the outstanding debts before you apply for the cancellation of the relevant Account.
- 12.5 The above application for the account cancellation shall be submitted over our counter, or mailed or couriered to our counter.
- 12.6 We may, from time to time, announce and publish detailed requirements with respect to the account cancellation, in accordance with the applicable regulatory requirements. Such requirements will be made available to you either over our counter or by notification made in accordance with Clause 14.1(b)(i) of the Agreement.

13. *E-Statement Reconciliations*

- 13.1 You have requested to receive electronic bank statement reconciliation from us (the "**E- statement**

Reconciliation") with respect to the Accounts designated (using such form as we may agree from time to time) by you (the "**Designated Accounts**").

- 13.2 You understand that we will, at least on a quarterly basis, make available to you the account balance with respect to Designated Accounts as of the relevant period of time preceding the E-statement Reconciliation by sending an E-Statement Reconciliation notice in an electronic mail encrypted in a manner approved by us to the recipients duly designated (using such form as we may agree from time to time) by you (the "**Designated Recipients**") who will be responsible for the receipt and review of, and confirmation as to the correctness or inaccuracy of the E-statement Reconciliation sent by us.
- 13.3 Designated Recipients should review the relevant E-statement Reconciliation electronic mail and confirm to us within the prescribed deadline its correctness or inaccuracy by using the respective link in the electronic mail or directly replying to our designated electronic mail box with the ticket number and reconciliation result in the subject. The format of reply will be provided in the E-statement Reconciliation electronic mail sent to you.
- 13.4 You agree to immediately notify us in writing (using such form as we may agree from time to time) if there is any change to the details of the Designated Recipients. You understand that any such change will not become effective until we have received such notice and have had a reasonable time to act on it.
- 13.5 In connection with these E-Statement Reconciliation terms:
- (a) you represent and undertake that:
 - (i) each Designated Recipient is your authorised representative in respect of the review of and confirmation on the correctness or inaccuracy of E- statement Reconciliations, and
 - (ii) you will be responsible for the accuracy and validity of all details of the Designated Recipients provided to us including, but not limited to, telephone numbers and electronic mail addresses;
 - (b) you agree and acknowledge that:
 - (i) we will not be liable: (A) for any failure to provide or any delay in providing any E-statement Reconciliation electronic mail to your Designated Recipients; or (B) if any E-statement Reconciliation electronic mail is intercepted or received by or sent to an unauthorised person other than the Designated Recipients, unless any of such events arises out from or in connection with our wilful misconduct or gross negligence;
 - (ii) it is your sole responsibility to notify us in the event that you do not receive any E-statement Reconciliation electronic mail from us;
 - (iii) in case there are responses from two or more Designated Recipients in respect of the same E-statement Reconciliation, we may rely solely on the reply which is first to reach our E-statement Reconciliation system, irrespective of what the subsequent replies may state; and
 - (c) You agree to follow all procedures and requirements we may specify with respect to security in retrieving or accessing any E-statement Reconciliation electronic mail. Where passwords or other access information may be required, you agree and acknowledge that you are solely responsible for the security of such access information and we will not be liable for any direct, indirect or consequential losses suffered or incurred by you as a result of E-statement Reconciliation electronic mails being sent via the Internet.

14. *Measures to Restrict the Account Transactions*

- 14.1 Without prejudice to Clauses 4.6 and 9.4 of the Agreement, we are entitled to take measures deemed appropriate at the sole discretion of us to restrict the account transactions against your Account(s):
- (a) if there is any change in your corporate name, legal representative or person in charge, and you have not submitted the application for such change(s) within the period prescribed in our notification thereafter, and you have not provided any reason deemed reasonable by us at the sole discretion of us;
 - (b) in accordance with the regulation requirements of anti-money laundry or counter-terrorist financing or the like;
 - (c) if you failed to provide the reconciliation confirmation within the deadline prescribed by any E-statement Reconciliation, or there is any inconsistency in any E-statement Reconciliation; or

- (d) in any other circumstances in accordance with the applicable law of the PRC and the regulatory requirements.
- 14.2 If the validity period of your corporate business license, identity certificate of your legal representative or person in charge has elapsed, and you have not submitted the application for such change(s), renewal or update within the period prescribed in our notification thereafter, and you have not provided any reason deemed reasonable by us at the sole discretion of us, we are entitled to stop handling any business for you.
- 14.3 When any measure to restrict the account transactions is adopted by us, unless prohibited from doing so by Applicable Law, we shall notify you within two (2) working days upon the adoption of such measure.
- 14.4 You agree that the measures to restrict the account transactions we may take include but shall not be limited to: suspending the Account operations which are not made over our counters, restricting the transaction scale or frequency of the Account, stopping payments made from and/or to the Account.
15. Clause 10.7 (a) is replaced as follows:
- “(a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to or restrict the processing of their Personal Data, under applicable data privacy laws; and in particular, that they have been provided with a copy of or a link to the applicable data protection notice as referred to in the relevant Jurisdiction Schedule, or the relevant jurisdiction’s Global Banking and Global Markets Data Privacy Notice (as referred to in the Account Opening Form); and”*
16. Collection and Disclosure of Personal Data
- 16.1 You agree that, with respect to any personal data regarding any natural persons (including your directors, employees and officers) provided or to be provided to you by us (“**Client Personal Data**”):
- (i) you will deliver to each such natural person a copy of or link to our Global Banking and Markets Privacy Notice – China in the form we provide to you prior to disclosing such Client Personal Data to us;
 - (ii) you recognize that the Global Banking and Markets Privacy Notice – China may be updated, from time-to-time, to address changes to law or to our data processing practices, and that the most recent version of the Global Banking and Markets Privacy Notice – China is available at: https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_china.pdf; and
 - (iii) you will notify each such natural person of any updates of our Global Banking and Markets Privacy Notice – China once you are informed by us or are otherwise aware of such updates. We acknowledge that you have informed any individual persons whose Personal Data you have or will disclose to us that we may disclose their Personal Data to third parties in accordance with disclosures stated on the Global Banking and Markets Privacy Notice – China.
- 16.2 You represent and warrant that in respect to each disclosure by you to us of Client Personal Data: (i) such Client Personal Data was collected lawfully and properly in accordance with Applicable Law; and (ii) the natural person to whom that Client Personal Data relates has been made aware of and has consented to the disclosure and use of such Client Personal Data to us, where required (including, where required under Applicable Law, giving consent separately or in writing), as contemplated in the Global Banking and Markets Privacy Notice – China, as updated from time-to-time.

Jurisdiction schedules

Singapore

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Singapore. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.

2. CONFIDENTIALITY AND DATA PROTECTION

2.1 For the purposes of Accounts maintained in Singapore:

"**Customer Information**" has the same meaning set forth in the Banking Act 1970, as amended, and implementing regulation; and

"**Personal Data**" has the same meaning set forth in the *Personal Data Protection Act 2012*, as amended, and any implementing regulations (collectively, "**PDPA**").

2.2 Clause 10.3 is replaced as follows:

(a) *"You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10. To the fullest extent permissible by Applicable Law, you agree to waive such requirements of the banking secrecy laws, if any, of the jurisdiction or jurisdictions where you and the Accounts are located only to the extent that they may be inconsistent with our use, disclosure and transfer of Customer Information as described in this Clause 10. You agree that nothing in the Agreement will be construed, or be deemed to be construed, as an express or implied agreement by us to a higher degree of confidentiality than that prescribed in Section 47 of and the Third Schedule to, the Banking Act 1970."*

2.3 Clause 10.6 is replaced as follows:

"The processing of Personal Data described in Clauses 10.4 and 10.5 may involve international transfers of Personal Data, including to jurisdictions outside of Singapore. If we transfer Personal Data outside of Singapore, we will take appropriate steps to ensure that the recipient of the Personal Data is bound by legally enforceable obligations to provide the transferred Personal Data a standard of protection that is at least comparable to the protection under the PDPA."

2.4 Sub-Clause (a) of Clause 10.7 is replaced as follows:

"(a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion of their Personal Data, and a right to withdraw their consent to the collection, use or disclosure of their information on reasonable notice, under PDPA or other applicable data privacy laws; and that if a person wishes to seek to exercise those rights, such person will put in a written request at individualrightsrequests@bofa.com; and in particular, that you and they have been provided with a copy of or link to our Global Banking and Markets Privacy Notice – Singapore, (available at https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_singapore.pdf and which may be updated from time to time); and"

2.5 The last paragraph of Clause 10.7 is replaced as follows:

"Should an individual with rights as described in Clause 10.7(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you should provide the individual with the relevant contact details as specified in the Global Banking and Markets Privacy Notice - Singapore."

2.6 Clause 10.9 is replaced as follows:

"You acknowledge and agree that failure to consent to provide Customer Information (including Personal Data) when requested, or withdrawal of consent relating to our collection, use and disclosure of Customer Information (including Personal Data), may result in certain services not being available to you or other consequences as notified at the time of request or withdrawal. You agree that you have communicated the same to any individuals about whom Personal Data has been or will be disclosed to us."

- 2.7 You represent and warrant that in respect of each disclosure by you to us of Personal Data, such Personal Data was collected lawfully and properly in accordance with Applicable Law.
- 2.8 You agree to retain all consents you have obtained relating to Personal Data in your control and possession during the term of the Agreement and for as long after termination of the Agreement as we may determine necessary. You further agree to promptly, on our reasonable request, provide us with copies of any such consents.

3. MISCELLANEOUS

- 3.1 Clause 13.8 is replaced with the following:

"Unless expressly provided otherwise in a Third Party Authorisation letter, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or to enjoy the benefit of any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act."

- 3.2 A new Clause 13.10 is inserted as follows:

"Deposit Insurance Scheme (the "Scheme")

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation for up to S\$100,000 in aggregate per depositor per Scheme member by law.

Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured."

Jurisdiction schedules

South Korea

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the Republic of Korea. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Clause 3.2 and Clause 3.3 are replaced as follows:

“The court of each Account Jurisdiction in South Korea shall be governed by the Civil Procedure Act of the Republic of Korea.”
3. Clause 4.3 is replaced as follows:

“Subject to Clause 4.6, you authorise us to act on any instruction with regard to any transaction, whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, provided that such instruction is delivered in accordance with Clause 4.2.”
4. Clause 4.5 is replaced as follows:

“We will accept deposits on your behalf and credit funds to any designated Account. You represent and warrant that you are entitled to such funds and that any funds deposited in any Account are not derived from unlawful activity. We may refuse any deposit in the event its acceptance would contravene Applicable Law or our policies related to regulatory compliance, economic sanctions, anti-money laundering, privacy, know your customer, information security and reputational risk (being policies generally applicable to our account holding customers). We will notify you as soon as reasonably practicable of any such refusal unless we are prohibited from doing so by Applicable Law.”
5. Clause 4.6(b) is replaced as follows:

“to do so would be contrary to our policies related to regulatory compliance, economic sanctions, anti-money laundering, privacy, know your customer, information security and reputational risk (being policies generally applicable to our account holding customers) to Applicable Law or to the request or policy of any governmental bodies, regulatory agencies, fiscal, monetary or other authority to which we are subject or submit, whether or not such request or policy has the force of law.

We will notify you as soon as reasonably practicable of any such refusal to act unless we are prohibited from doing so by Applicable Law.”
6. Clause 4.7 is replaced as follows:

“Deposit shall be recognized as follows.

 - (a) deposit in cash shall be recognized upon receipt and confirmation by us;
 - (b) deposit by sending or transferring cash shall be recognized upon recorded in the deposit ledger;
 - (c) deposit by depositing or transferring securities shall be recognized when we begin the process of clearing and confirm settlement after the deadline for a return of dishonored securities; or
 - (d) in the event we confirm that securities are cashier’s checks, settlement will surely be made without any accident report, deposit shall be recognized when deposit is recorded in the deposit ledger.

We will handle the confirmation and record described in this Clause promptly unless there are any special circumstances.”
7. Clause 4.8 is replaced as follows:

“If we credit your Account and any of the following occurs, then we may, without prior notice, reverse the credit entry together with related interest, and deduct our reasonable costs by the method agreed in advance between

the parties at the time of entering into the Agreement:

- (a) any such deposit, remittance, document, cheque or other instrument is not honoured when due; or
- (b) final settlement is not received; or
- (c) the respective funds are not, or cease to be, freely available, repatriable or convertible to a commonly traded currency.

We will notify you as soon as reasonably practicable of any such reversed credit entry and deductions.”

8. Clause 4.11 is added as follows:

“If any of the following occurs with relation to an account, we may classify such account as an inactive account, in relation to which deposits, withdrawals, balance checking and transfers are restricted; provided, if you file a written request for deposit, withdrawal, balance checking, transfer on the account, we shall take necessary measures to resume transactions and may request documents in relation to Know Your Customer principles:

- (a) if there have been no transactions on a current account for six months or more; or
- (b) if there have been no transactions on a demand deposit account for six months or more.”

9. Clause 4.12 is added as follows:

*“We will deem the statute of limitations of deposit claims to have been completed in any of the following cases (“**Dormant Deposit**”). In this case, according to Article 40 of the Microfinance Support Act, any funds related to a Dormant Deposit may be contributed to the Korea Inclusive Finance Agency, and you may make a request for payment of the contributed Dormant Deposit amount to the Korea Inclusive Finance Agency according to Article 45 of the same Act.*

- (a) In case of a demand deposits,(current account, savings account) where at least five (5) years lapsed from the date of the final transaction, including payment of interest; or
- (b) in case of term deposits(time deposit, negotiable certificate deposit), where at least five (5) years lapsed from the maturity date or the date of final transaction, including payment of interest.”

10. Clause 5.2 is replaced as follows:

“Subject to Clause 5.3, you will promptly notify us in writing of any change in the identity of any Account Signatory and will furnish us with specimen signatures of any additional or substitute Account Signatory. Any such notice must be provided in writing and substantiated by relevant documents and information, and will not be effective until we receive such notice and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Account Signatories. Clause 14 does not apply to notices given pursuant to this Clause 5.2.”

11. Clause 5.4 is replaced as follows:

“You authorise us to carry out any Instructions given by or on behalf of you, subject to the authorities delegated to the list of Account Signatories that you registered with us, and we will carry out your Instructions (whether by reason of forgery, misrepresentation or otherwise) with a duty of care.”

12. Clause 5.5 is replaced as follows:

“You agree that in the event that we act on Instructions provided under Clause 5.4 by the means set forth below, we will not be liable for any damages that you may suffer from forgery, alteration or theft of your signature or any other accidents if we have paid deposits or otherwise handled any affairs upon your request, in the belief that the signature of the Account Signatory was true based on careful comparison and that the password was identical to the reported or registered password; except that we were aware, or could have been aware, of the forgery, alteration or theft of your signature

- (a) telephone or electronic mail, whether or not authorised by an Account Signatory; or
- (b) facsimile on which the purported signature of one or more Account Signatories appears, whether or not other details in the Instructions are altered or otherwise forged; or

(c) SWIFT (authenticated or otherwise) message, whether or not authorised, provided only that, in the case of sub-Clause 5.5(a) or 5.5(b) above, as applicable, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.”

13. Clause 5.6 is replaced as follows:

*“Where we act in accordance with Clause 5.4, you agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively “**Damages**”) incurred or sustained by us of whatever nature and howsoever arising, except where such Damages were directly caused by our wilful misconduct or negligence or otherwise caused without your wilful misconduct or gross negligence. This indemnity will survive the termination of the Agreement without limit in time.”*

14. Clause 5.9 is replaced as follows:

“We will exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on Written Instructions (as defined in Clause 4.2(b)) from you, but we will not be liable for any loss or damage caused by or arising from the execution of Written Instructions in cases where any alteration or forgery of the signature could not be detected through the exercise of a duty of care.”

15. Clause 6.1 is deleted.

16. Clause 6.3 is replaced as follows:

“We will not be liable for any losses, damages, costs or expenses caused by delays, errors or omissions in the transmission or carrying out instructions or for any act or omission by: (a) us under or in connection with the Agreement; or (b) third parties, in each case unless such loss, damage, cost or expense has been caused by our negligence, fraud or wilful misconduct. No such person or entity will be deemed to be our agent.”

17. Clause 6.5 is replaced as follows:

“Notwithstanding Clause 6.4, in the case of special damages, we will be liable for compensation therefor, only if we are aware of or are able to become aware of the relevant circumstances. In addition, this Clause 6 will apply to claims based on contractual liability, in the absence of our wilful misconduct or negligence, or when we fully exercised a duty of care.”

18. Clause 7.1 is replaced as follows:

“Subject to Clause 7.5, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement.”

19. Clause 7.2 and 7.2(a) are replaced as follows:

“You will pay and we are authorised to debit from any Account in accordance with the procedures under the Applicable Law:

all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses and commissions at the rates and in accordance with the arrangements agreed between you and us from time to time; and”

20. Clause 7.3 is replaced as follows:

“Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may at any time, combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owed by you to us (for the avoidance of doubt, the order for appropriation of performance shall follow as prescribed in the relevant laws and regulations). If any Event of Default occurs, we may accelerate the maturity of your fixed term deposit. Upon such an occurrence, In this case, we will notify you in writing of each of the relevant Event(s) of Default and the immediate acceleration resulting therefrom. If such notice is delivered, you will be

subject to acceleration from the time of occurrence of such Event of Default, and you shall become obligated to make the repayment therefor as soon as possible thereafter. If any money held in any Account and the payment of any amount owing by you to us are in different currencies, we may convert either amount at a market rate of exchange in our usual course of business for the purpose of set-off after giving notice to you.

For the purposes of this Clause 7.3, each of the following events shall constitute an "Event of Default": (a) you voluntarily file for commencement of proceedings for rehabilitation or bankruptcy; and (b) a competent court issues a decision or renders a ruling commencing rehabilitation proceedings or declaring bankruptcy in respect of you."

21. Clause 7.5 is replaced as follows:

"In respect of any credit balances on your Accounts we may place sums on deposit at certain institutions including, for example, central banks. Where, as a result of market conditions (including, for example, the imposition of interest rates less than zero or charges by such institutions), we incur a fee and/or charge in respect of, or in connection with, the placing of such deposits and such fee and/or charge is directly connected to such market conditions including the imposition of such rates or charges, subject to Applicable Law we may charge you a corresponding fee. If we decide to charge you such a fee, we will notify you in advance and identify this in your statement of account. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities."

22. Clause 8.6 is replaced as follows:

"Absent manifest error, statements of account provided by us to you will be conclusive evidence and binding on you that the balance and all transactions shown are correct, and you may notify us concerning statements of account in accordance with Clause 8.3."

23. Clause 9.2 is replaced as follows:

"Subject to Applicable Law, if we intend to amend the Agreement, written notice will be provided to you at least one (1) month prior to the amendment. You have the right to terminate the Agreement upon receipt of such notice to amend, up until one (1) business day prior to the effective date of the amendment, and if we do not receive written objection to the amendment within this period, it will be deemed that you consented to the amendment."

24. Clause 9.4 is replaced as follows:

"If we conclude that (i) you have materially breached the Agreement and that we cannot continue transactions with you hereunder; (ii) you engaged in transactions under the name of another person for the purpose of concealing illegitimate property or money laundering (including tax evasion) or you engaged in transactions for the financing of terrorism, evasion of compulsory execution and the evasion of laws, as defined in the Act on Reporting and Using Specified Financial Transaction Information; (iii) you have not made the repayment in full within the period specified in the notice which is subject to acceleration from the time of occurrence of such Event of Default or (iv) an Account is subject to irregular, unauthorised, fraudulent or illegal activity, we may close any or all Accounts, suspend or modify the provision of any services and/or terminate the relationship between you and us, immediately upon giving written notice to you. In the case information regarding you is available pursuant to Regulations on Management of Credit Information, regarding credit transaction information such as overdue payments, payments subject to subrogation or bankruptcy or information of relevant parties, information that may disrupt financial order or be on record with governmental bodies, we may terminate your Account with immediate effect and notify you of this information unless prohibited under any Applicable Law."

25. Clause 9.5 is replaced as follows:

"(a) You may at any time close any or all of the Accounts and terminate any or all services provided pursuant to an Additional Schedule or the relationship between the Parties by giving not less than 30 days' prior written notice to us to do so without any account closure fee.

(b) When you pay an account closure fee as posted at our business office or published in our website, you may close the relevant Account(s) before lapse of 30 days from your account closure request.

(c) Once the period of notice (as indicated in your account closure request under (a) or (b) above) has expired, any affected Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Closing an Account in relation to which we provide a service pursuant to an Additional Schedule will

automatically and immediately terminate that service and related Additional Schedule in respect of that Account but will not affect the ongoing provision of such services in respect of any other Account. Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Accounts. In such circumstances, any outstanding amounts owed to us by you will accrue debit interest in accordance with Clause 7.1."

26. Clause 10.3 is replaced as follows:

"You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10 in accordance with Applicable Law."

27. Clause 10.4(e) is deleted.

28. Clause 10.7 is replaced as follows:

"Before you or anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:

- (a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to the processing of their information, under applicable data privacy laws; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or link to the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice (as referred to in the Account Opening Form); and
- (b) take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and obtain any consents necessary for our disclosure and other processing of that Personal Data as described in Clauses 10.4 to 10.6 under, applicable data privacy laws.

Should an individual with rights as described in Clause 10.7(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will notify the individual that they should contact the relationship manager with whom you usually deal and provide the individual with the relevant contact details."

29. Clause 13.1 is replaced as follows:

"When individuals communicate with us, to the extent permitted or required by Applicable Law, telephone conversations and electronic communications, including emails, text messages and instant messages may be recorded and/or monitored for evidentiary, compliance, quality assurance and governance purposes. Recordings may be reviewed and monitoring may be conducted in jurisdictions other than the jurisdiction of such communications. You agree that we may record and monitor such communications between the Parties and that any recordings may be used by us as evidence in a court of law. You will ensure that, where required by Applicable Law, any of your representatives taking part in such communications with us have agreed to our recording and monitoring arrangements, including the collection, use and disclosure by us of such communications (including any Personal Data provided in the course of such communications) in accordance with this Clause 13 and Clause 10. In the case of any dispute, you will be entitled to listen to or review such records."

30. Clause 13.7 is replaced as follows:

"Where the Agreement is in English and another language, the Agreement in the Korean language will prevail in the case of inconsistency between those executed versions, unless otherwise required by Applicable Law."

31. Clause 14.1 is replaced as follows:

"Unless otherwise provided in the Agreement, a notice under or in connection with the Agreement, including our notice to terminate the Agreement without cause (a "Notice"):

- (a) will be in writing and in both the English and Korean language (Korean language will prevail in the case of any inconsistency)

- (b) in the case of a Notice to be provided:
 - (i) to you, such Notice may be: (A) mailed, faxed, or sent by electronic means (including by email or hyperlink) to your address, using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing; or (B) made available to you through Bank of America CashPro® Online and/or any of our successor access electronic channel(s) from time to time; or
 - (ii) to us, such Notice may be: (A) mailed, faxed, or sent by email by you to us using the address or details of the local branch or your client services representative as communicated by us to you in writing when the relevant Account was opened or any other address or details subsequently communicated by us to you in writing for the purposes of this Clause 14; or (B) if agreed by us, made available to us through Bank of America CashPro® Online and/or any of our successor electronic access channel(s) from time to time; and
- (c) will be effective when actually received.”

32. Explanation on the Depositor Protection Act

- 32.1. Unless you are an Insured Financial Institution which is financial company defined under Article 2, Paragraph 1 of the Depositor Protection Act, the deposit in this Account is protected by the Korea Deposit Insurance Corporation (“**KDIC**”) under the Depositor Protection Act. The KDIC coverage limit is up to KRW 50 million per depositor for the aggregate of all of its insured financial products with us including principal and designated interest. Any amount in excess of the coverage limit (KRW 50 million) is not protected.
- 32.2. In the event that we are declared bankrupt after the suspension of payments of depository claims, the deposits (principal plus designated interest) will be covered by the KDIC up to KRW 50 million per individual depositor. Designated interest refers to the lesser of the interest amount based on the contractual rate, or the amount calculated by the rate determined by the KDIC considering the average interest rate on one-year term deposits or equivalent financial instruments offered by KDIC-insured financial institutions. The above policy is subject to change upon amendment of the relevant laws. For more information, please refer to the "Depositor Protection Guide" booklet, available at financial institutions or contact the KDIC (☎ 1588-0037, www.kdic.or.kr).

Jurisdiction schedules

Taiwan

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Taiwan. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Exchange control regulations governing the use of funds and their repatriation out of Taiwan may apply.
3. Foreign currency cheque accounts are not available in Taiwan and a non-resident corporate is not permitted to open a TWD cheque account.
4. With respect to any deposit account opened by you:
 - 4.1 We may from time to time set fee schedules and minimum balance requirements for various types of services and Accounts.
 - 4.2 Interest will be calculated on the basis of a year of 365 days for TWD deposits and in accordance with the international market practice for the relevant foreign currency deposits and, unless otherwise required by applicable laws and regulations or specified in the Agreement, will be calculated on the basis of actual number of days elapsed and be paid as follows:
 - (a) **Demand Deposits:** Interest will be calculated at the then prevailing rate for the relevant currency posted by us from time to time (such rates may be adjusted by us from time to time without prior notice to you). In relation to Accounts maintained with Bank of America, N.A., Taipei Branch, interest will be paid on the June 30th and December 31st of each calendar year. In relation to Accounts maintained with Bank of America, N.A., Taipei Offshore Banking Branch, interest will be paid on the last day of each calendar month.
 - (b) **Time Deposits:** For non-negotiable time deposits, interest will be calculated according to the then prevailing interest rate for the relevant currency and tenor (such rates may be adjusted by us from time to time without prior notice to you) and, be automatically deposited into your demand deposit or checking Account held with us at the maturity thereof, or be paid to you on maturity. For negotiable time deposits, interest will be calculated at the then market interest rates for the relevant currency and tenor as separately negotiated between the Parties and be paid to you at the maturity thereof.
 - (c) **Foreign Currency Time Deposits:** If no renewal arrangement is made prior to the maturity thereof or if you fail to renew said deposit after the maturity thereof, the interest thereon for the after-maturity period will be calculated in such manner as may be agreed on by you and us on a case by case basis, and if no agreement may be reached in this respect, will be calculated in accordance with the then prevailing rate applicable to demand deposits.
 - (d) **Checking Accounts:** No interest will accrue.
5. We may cease paying interest on and close the Accounts without notice if there is no balance and the last transaction date relating to the Account is more than one (1) year old. For the purposes of this paragraph the last transaction date is defined as follows:
 - (a) **Demand Deposit Account and Checking Account:** Last credit or debit date by you, excluding the interest payment date.
 - (b) **Time Deposit Account:** Maturity
6. We may amend provisions related to fees and the date from which interest will accrue by displaying such amendment in our places of business, sixty (60) days prior to the effective date of such amendment (and no individual notification to you is required).
7. Time deposits are also subject to the terms and conditions contained in our Time Deposit Service Schedule.

8. Any exercise of our rights pursuant to Clause 7 will be conducted in accordance with Applicable Law.
9. The following supplemental terms and conditions apply in respect of Instructions given by or on behalf of you by facsimile pursuant to Clause 4.2:
 - 9.1 Instructions to proceed with any transaction will only be sent to us from 9:00 a.m. to 3:30 p.m. (Taipei time) on business days. If any Instruction is sent to us outside of the above prescribed time limit, we will proceed with the relevant transaction on the next business day.
 - 9.2 You will submit original copies of any Instructions to us within seven (7) business days of transmission by facsimile; otherwise, we will be entitled to reject any further Instructions until the above mentioned original copies are provided to us.
 - 9.3 Our acceptance of any Instructions by facsimile is subject to (i) confirmation that the Instructions are executed by an Account Signatory as listed on your specimen signature document; (ii) confirmation that the amounts for each Instruction (or the equivalent in other currency pursuant to the exchange rate determined by us from time to time) meet any applicable limits; and (iii) our sole discretion to decide whether to proceed with the Instructions in accordance with relevant laws, regulations and agreements.
 - 9.4 In order to confirm the authenticity and correctness of an Instruction received by us, we may (if so required by our standard operation procedures) confirm such Instruction by telephone, at the telephone numbers and the contact persons appointed by you to us for these purposes.
10. You hereby consent that we may from time to time outsource data transaction processing and/or other operational, administrative and/or other functions or services (including but not limited to marketing, administration, telecommunications, computer processing, data access, data processing, input, output, back office functions, scanning of documentation, printing of relevant materials and statements and matters regarding packaging, sealing, sorting and mailing, remittances, deposits, payments, exchange, credit information and collection) to our head office, other branches, subsidiaries, affiliates and/or third party service providers located in Taiwan or abroad to the extent permitted by the outsourcing related regulations of the Financial Supervisory Commission of the Republic of China (Taiwan) as in effect from time to time and that we and/or each outsourcing services provider may access, collect, process and use Personal Data provided by you to the extent necessary or appropriate to carry out our and their respective functions. Full details relating to your Accounts and your other relationships with us will be maintained at Bank of America, N.A., Taipei Branch or Taipei Offshore Banking Branch, as the case may be.
11. **CONFIDENTIALITY AND PERSONAL DATA**

Without prejudice, and in addition, to Clause 10, the following will apply:

- (a) You hereby irrevocably and expressly consent to, authorise and permit us and our employees and agents at any time to disclose Customer Information to (i) the Taiwan Depository and Clearing Corporation, the Joint Credit Information Center (the "JCIC"), the Financial Information Service Co., Ltd., the Taiwan Clearing House, and credit rating agencies (ii) any institution with which we co-market, exchange the customer information or otherwise cooperates to promote business or (iii) any other person from time to time as we will in our sole discretion deem fit. This consent will survive and continue in full force and effect for our benefit notwithstanding the termination of the Agreement, the completion, settlement or termination of any Transaction (if applicable) and/or the termination of one or more types of banker-customer relationships between you and us.
- (b) We are authorised to conduct credit checks with the JCIC and other credit inquiries on you, in order to obtain any reference or other information required by us to verify information provided to us. For this purpose we may make disclosure of such information concerning you as we in our discretion considers to be relevant.
- (c) You agree that, with respect to any personal data regarding any third parties (including your directors, employees and officers) ("**Third Party Data**") provided or to be provided by you to us: (i) you will deliver to each such third party a copy of or link to our Global Banking and Markets Privacy Notice- Bank of America N.A., Taipei Branch in the form we provide to you prior to disclosing such Third Party Data to us; (ii) you recognize that the Global Banking and Markets Privacy Notice- Bank of America N.A., Taipei Branch may be updated, from time-to-time, to address changes to law or to our data processing practices, and that the

most recent version of the Global Banking and Markets Privacy Notice- Bank of America N.A., Taipei Branch is available at https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/gbam_privacy_notice_taiwan_BANA.pdf; and (iii) you will be solely responsible, without protest, for any claim made by any relevant third party against us or any Transferees arising out of your disclosure and/or our or any Transferee's collection, processing, use, transmission and disclosure of Third Party Data.

- (d) You represent and warrant that in respect of each disclosure by you to us of Personal Data: (i) such Personal Data was collected lawfully and properly in accordance with Applicable Law; and (ii) the person to whom that Personal Data relates has been made aware of and has consented to the disclosure to us and the use, processing and sharing of their Personal Data as contemplated in this Clause 10.
- (e) You agree to retain all consents you have obtained relating to Personal Data in your control and possession during the term of the Agreement and for as long after termination of the Agreement as we may determine necessary. You further agree to promptly, on our reasonable request, provide us with copies of any such consents.

12. DEPOSIT PROTECTION

Your deposit with us is insured by the Central Deposit Insurance Corporation in accordance with the Deposit Insurance Act and the cap on the insured amount is as prescribed by the competent authorities from time to time.

- 13. If Accounts are opened in the name of the preparation office ("**Preparatory Accounts**") before the company ("**New Company**") is incorporated:
 - (a) For opening the Preparatory Account, the documents as we may consider necessary or appropriate to comply with Applicable Law shall also be provided. Further, you are also required to provide us with the following documents:
 - (i) the Company Name Reservation Form showing that the name of the New Company is reserved); and
 - (ii) a certificate, a power of attorney or a letter of authorization (the "**Authorization**") from each founder (in a form acceptable to us) setting out the number of the founders and name of each founder, its consent to authorize one of the founders (the "**Account Founder**") to open the Preparatory Account on behalf of the preparatory office and all founders, and specimen chop(s) and/or signature(s) of the Account Founder (or its authorized signatory(ies)) and the specimen chop of the preparatory office (if any);
 - (b) The New Company shall be duly incorporated within 6 months from the date that the Company Name Reservation Form showing the name of the New Company is approved by the Taiwan relevant competent authority and once incorporated, you shall immediately apply to us to change the name of the Preparatory Account to the name of the New Company; otherwise, if we do not receive such application within such 6-month period, we may in our sole discretion close the Preparatory Account and return the fund in the account to the Account Founder. We shall be released from any liabilities after returning the fund in the Preparatory Account to the Account Founder;
 - (c) For changing the name of the Preparatory Account to the name of the New Company, you shall provide us with the documents as we may consider necessary or appropriate to comply with Applicable Law; and
 - (d) We are entitled to rely upon the Instruction if it is affixed with the chop of the preparatory office (if a specimen chop has been provided to us previously) together with the chop(s) and/or signature(s) of the Account Founder (or its authorized signatory(ies)) on behalf of the preparatory office and all founders, and we are not obligated to accept the instructions from any founder or any other person other than the Account Founder. Further, once we find or are made aware that Account Founder has died or went into liquidation/bankruptcy, we have the right to request you to replace such Account Founder (the "**Outgoing Account Founder**") with another founder to act as the new Account Founder, and the reference to the Account Founder will then be replaced by such new Account Founder for all purposes. If you do not replace the Outgoing Account Founder with another founder to act as the new Account Founder, we may at our sole discretion close the Preparatory Account and return the fund in the account to the estate or bankruptcy trustee (as applicable) of the Outgoing Account Founder.

Jurisdiction schedules

Thailand

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Thailand. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Funds destined for deposits into a foreign currency Account must be those remitted or which originate from abroad or otherwise permitted by the competent authorities of Thailand. The amount of cash to be deposited in each Account shall not exceed the limit stipulated under the relevant laws, rules and regulations in effect from time to time in Thailand. Transfer or withdrawal of funds out of any foreign currency Account will strictly be in compliance with the relevant laws, directives, rules and regulations in effect from time to time in Thailand.
3. This deposit excluding deposits in the foreign currency Accounts and non-resident Baht Accounts will be protected by the Deposit Protection Agency in the amount specified in the relevant laws.
4. Funds in Accounts can be repatriated out of Thailand only for such purposes as have been permitted by the relevant laws, rules and regulations in effect from time to time in Thailand or prior approval from the Bank of Thailand has been obtained.
5. Any transactions provided by us under the Agreement must comply with the Exchange Control Act (B.E. 2485) and Ministerial Regulation No. 13 (B.E. 2497) issued under the Exchange Control Act (B.E. 2485), notifications of the Ministry of Finance, notices of the competent officer and all rules and regulations issued under the Exchange Control Act (B.E. 2485) (each as may be amended from time to time). Any changes to the Agreement that are required as a result of a change in the relevant laws, rules and regulations in effect from time to time in Thailand, will be effective from the date that such relevant laws, rules and regulations comes into effect, without us being required to issue any further intimation to you of such changes. Such changes will override the terms of the Agreement, in the event of any conflict.
6. You acknowledge that the aggregate outstanding balance of all your non-resident Baht accounts for general purposes (“NRBA”), and all your non-resident Baht accounts for securities (“NRBS”), at the end of each day must not exceed the limit prescribed by the Bank of Thailand from time to time (currently THB 200 million and THB 200 million (or equivalent) respectively).
7. A new Clause 8.7 is added if a cheque service is provided:

"You will make all reasonable efforts to avoid and notify us of any fraud, loss, theft, misuse or dishonour relating to cheques provided by us. On termination of the Account, you will as soon as reasonably practicable notify us in writing of any outstanding, unpaid cheques and destroy or return to us any unused cheques and related materials.

In addition to the events permitted by Applicable Law, we will be entitled to dishonour a cheque we received for payment in the event that we:

- (a) receive an authentic stop order from yourselves;
- (b) have knowledge that you are in the process of liquidation or has ceased your business operations;
- (c) have knowledge, or there has been published, receivership order, bankruptcy order, notice of insolvency or other corporate rehabilitation procedure in respect of yourselves;;
- (d) required by laws, authority, order, court orders or such other governmental notifications to restrict operation or access to the Account; and/or
- (e) have reasonable knowledge or suspicion that the Account is used in connection with any illegal activity.

You will indemnify us on demand in respect of all monies paid honouring cheques issued to you in circumstances

that: (i) the Account has insufficient funds to cover the full amount of the issued cheque; or (ii) the Account has been closed and any residual funds returned to you."

8. Parties are responsible for their own compliance with Thailand's Personal Data Protection Act, B.E. 2562 (2019) and its sub-regulations, official guideline and interpretation thereof ("**Data Protection Laws**").
9. You acknowledge and agree that you have received a copy of or the link to our Global Banking and Markets Privacy Notice- Thailand. You recognize that the Global Banking and Markets Privacy Notice - Thailand may be updated, from time to time, to address changes to the law or to our data processing practices. You understand and agree that a copy of the most recent version of the Global Banking and Markets Privacy Notice- Thailand will be available at https://business.bofa.com/content/dam/boamlimages/documents/articles/ID18_0208/boaml_gbam_privacy_notice_thailand.pdf

10. Clause 10.3 shall be replaced by the following:

"You agree to our collection, use, disclosure and transfer of Customer Information (other than Personal Data) as described in this Clause 10. To the extent permissible by Applicable Law, you agree to waive the requirements of the banking secrecy laws, if any, of the jurisdictions where you and the Accounts are located only to the extent that they may be inconsistent with such collection, use, disclosure and transfer.

11. Clause 10.7 shall be replaced by the following:

"Before you and anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:

- (a) ensure that the individuals to whom Personal Data relates have been delivered a copy of or the link to our Global Banking and Markets Privacy Notice- Thailand and have read and acknowledged the link to Global Banking and Markets Privacy Notice- Thailand and the information set out in Clauses 10.4 to 10.6; and that they may have rights in relation to their Personal Data, including rights of access, correction, data portability, deletion, withdrawal of consent, the right to object to or restrict the processing or use of their Personal Data, and lodge a complaint with the competent authority, under applicable data privacy laws; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or a link to the applicable data protection notice as referred to in the relevant jurisdiction schedule, or the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice (as referred to in the Account Opening Form);
- (b) take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and you obtain any consents or authorizations necessary or rely on applicable legal basis for under applicable Data Protection Laws for our collection, use, and disclosure and other processing of that Personal Data as described in Clauses 10.4 to 10.6 (and promptly upon our request shall provide evidence having provided such notices and/or obtained such consents or rely on other applicable legal basis under Data Protection Laws).

Should an individual with rights as described in Clause 10.7 (a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such right indicate to you that they wish to contact us directly to exercise those rights, you will direct the individual to (i) the applicable data protection notice as referred to in the relevant Jurisdiction Schedule, or the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice (as referred to in the Account Opening Form), which will inform the individual how to submit a request; or (ii) (if there is no applicable data protection notice referred to in the relevant jurisdiction schedule) the relationship manager with whom you usually deal and provide the individual with the relevant contact details."

12. Clause 10.8 shall be replaced by the following:

"The Group shall put in place appropriate security measures of Personal Data which cover technical, physical, and administrative safeguards in relation to access control to protect the confidentiality, integrity, and availability of Personal Data against any unlawful or unauthorized destruction, or accidental loss, alteration, correction, use, unauthorized disclosure or access in accordance with applicable Data Protection Laws. We will in particular ensure that any disclosures of Customer Information to third party service providers as described in Clause 10.5(d)

are made subject to strict conditions of confidentiality and security."

13. You represent and warrant that the Personal Data provided and disclosed to us have duly, fairly, and lawfully been collected, used and disclosed in accordance with the applicable law and Data Protection Laws and is accurate, up to date, not misleading, and relevant for the purposes for which it is being provided.

You agree to indemnify us against all fines, losses or damages incurred to us as a result of the breach of any of these representations and warranties.

Jurisdiction schedules

The Philippines

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in the Philippines. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.
2. Accounts maintained in the Philippines and all funds as may from time to time be received by us for such Accounts, including interest and all other income and earnings of such funds, will be governed by all laws, decrees or regulations of the Republic of the Philippines, particularly the Bangko Sentral ng Pilipinas (the "**BSP**") rules and regulations on deposits, its by-laws, all future amendments thereof, all regulations passed or to be passed by the Board of Directors pursuant to said by-laws and by all the rules and practices governing the Accounts, including, but not limited to, interest and service charges.
3. **Member: Philippine Deposit Insurance Corporation. Maximum Deposit Insurance for Each Depositor PHP500,000**, subject to Applicable Law and rules as may be amended or issued from time to time*.
4. The provisions of Article 1250 of the Civil Code of the Philippines, as amended, will not be applicable to the Accounts.
5. We are authorised to close any deposit Account without prior notice in case such Account is mishandled by the issuance of unfunded or insufficiently funded cheques without prior arrangement with us. We will report such closure and reasons thereof to the Bankers Association of the Philippines (the "**BAP**") or to any central monitoring entity or body established by the BAP to keep record of and monitor to the members of the BAP mishandled deposit Accounts. You further agree to hold us free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from:
 - (a) closing of the Account for cause; and/or
 - (b) the dishonour of any cheque which may be presented to us after the closing of the Account; and/or
 - (c) the reporting by us of the closing of the Account and the reasons therefore to the BAP, or to any central monitoring entity or body established by the BAP to keep record of and monitor to the members of the BAP of mishandled deposit accounts.
6. We will act on the purchase of foreign exchange subject to the BSP Manual of Regulations on Foreign Exchange Transactions and all future amendments of such Manual.
7. Overdrafts on current accounts are not allowed under BSP rules and regulations.
8. You acknowledge that under the Philippines Data Privacy Act and its implementing rules and regulations, data controllers must disclose the purpose of collection before collecting Personal Data from individuals. You acknowledge and agree that you have received a copy of or the Global Banking and Markets Privacy Notice- Philippines, and have delivered a copy of or the link to the Global Banking and Markets Privacy Notice- Philippines to any individual persons whose Personal Data you have disclosed or will disclose to us. You recognize that the Global Banking and Markets Privacy Notice- Philippines may be updated, from time-to-time, to address changes to the law or to our data processing practices. You understand and agree that a copy of the most recent version of the Global Banking and Markets Privacy Notice- Philippines will be available at https://business.bofa.com/content/dam/boamimages/documents/articles/ID18_0208/gbam_privacy_notice_philippines.pdf.

* Disclosure by us as Member of the Philippine Deposit Insurance Corporation (PDIC) as required by the Philippines laws and regulations in respect of the Charter of the PDIC.

9. You acknowledge that under the Anti-Money Laundering Act of 2001, as amended, a bank is required to verify and record certain information when transacting with trustees, nominees or agents. You agree to take any action or provide any documents required by us from time to time for the purposes of verifying and recording the following:
 - (a) the true and full identity of the persons on whose behalf a transaction is being conducted; and
 - (b) the true and full identity of the trustees, nominees, agents and other persons and the nature of their capacity and duties.

Service schedules

APAC time deposits

Cheque printing

Hong Kong e-Cheque deposits services (Hong Kong only)

Incoming MT101 from third party bank

Italian tax payments

Offshore Renminbi accounts

SEPA core/B2B debtor direct debit payment services

Taiwan checking accounts

Verification of payee account services

Service schedules

APAC time deposits

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**") in respect of Accounts maintained in certain jurisdictions (as we may mutually agree with you from time to time) in respect of certain deposits made in connection with such Accounts. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

For the purposes of this Schedule, "**Deposit**" means a deposit placed by you with us in any of the Account Jurisdictions in Asia Pacific (excluding New Zealand) for a specific period of time (the "**Term**").

1. GENERAL

- 1.1 An interest rate will be fixed for the Term of each Deposit and will be based on the rates agreed at the time you place the Deposit.
- 1.2 In the absence of specific instructions from you, on the relevant maturity date agreed between you and us in relation to a Deposit (the "**Maturity Date**") we will credit the principal of that Deposit and any applicable interest to any of your Accounts maintained at the same branch with the same currency.

2. EARLY WITHDRAWAL AND FEES

- 2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed Term that will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest on such Deposit are payable only on the relevant Maturity Date.
- 2.2 You agree to provide at least thirty-one (31) days' written notice of a request to terminate a Deposit prior to its Maturity Date (the "**Early Termination Request**") if the Term of that Deposit exceeds thirty-one (31) days.
- 2.3 We may, on such notice and in our sole discretion, agree to or refuse an Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.4 In the event that we agree to an Early Termination Request, you will receive the principal amount of the Deposit along with interest on such Deposit at our standard current account rate of interest as published by us at the time we accept the Deposit (instead of the fixed term interest rate mentioned above) for the actual period for which the Deposit was held with us.

3. DEPOSIT REQUESTS AND CONFIRMATIONS

- 3.1 You may send us a request for placement of a Deposit (in such form as we may prescribe from time to time) and we may send you confirmation of such request stating the principal amount, applicable interest rate, Term, start date and Maturity Date of the Deposit at your own risk in accordance with the mode of delivery agreed between you and us.

4. MISCELLANEOUS

- 4.1 If we receive any application or notice from you on a non-Business Day, it will be deemed to have been received by us on the succeeding Business Day. "**Business Day**" means a day on which we are open for business in the relevant Account Jurisdiction. The placement, withdrawal or termination of a Deposit scheduled to occur on a non-Business Day will be postponed to the succeeding Business Day. Notwithstanding the above, we have the discretion to decide whether to deal with the withdrawal on the preceding Business Day.

5. JURISDICTION SPECIFIC PROVISIONS

- 5.1 Where you request that a Deposit is to be denominated in Renminbi ("**RMB**"), the Service Schedule for Offshore

Renminbi Accounts (the "**Offshore RMB Account Schedule**") applies where such RMB Deposits are made to RMB Accounts (as defined in the Offshore RMB Account Schedule) outside the PRC (as defined in the Offshore RMB Account Schedule).

- 5.2 Where a Deposit is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

India

- 5.3 Clause 2 of this Schedule is replaced with the following:

- "2.1 If we, at your request, accept a Deposit without the option of premature withdrawal (a "**Non-callable Deposit**"), you understand and acknowledge that the Non-callable Deposit is for a fixed Term at the agreed interest rate and the principal amount of the Non-callable Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.
- 2.2 Any request by you to withdraw the Non-callable Deposit before the Maturity Date, for any reason, requires you to provide a minimum of thirty-one (31) days' written notice, on which the Non-callable Deposit will be terminated prior to the Maturity Date, on the date falling at the end of the thirty-one (31) day notice period or such later date as may be set out in the notice of early withdrawal.
- 2.3 On the early withdrawal of the Non-callable Deposit, you will receive the principal amount of the Non-callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Master Direction - Reserve Bank of India (Interest Rate on Deposits) Directions, 2016 as may be amended, varied or supplemented from time to time) and other terms and conditions prescribed by us in respect of the early withdrawal of the Non-callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Non-callable Deposit was held with us.
- 2.4 You understand and agree that subject to the extent local regulatory guidelines, early withdrawal of any Non-callable Deposit will not be allowed by us if notice to withdraw the Non-callable Deposit prior to the Maturity Date is not provided at least thirty-one (31) days prior to the proposed date of early withdrawal.
- 2.5 If we, at your request, accept a Deposit with the option of premature withdrawal (a "**Callable Deposit**"), you understand and acknowledge that the Callable Deposit is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Callable Deposit and the accrued interest thereon are payable on the relevant Maturity Date.
- 2.6 You may give us a written request (the "**Early Termination Request**") to early terminate the Callable Deposit any day prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Callable Deposit along with interest on such amount at a reduced rate in accordance with the local regulatory guidelines as such may be amended from time to time (including Reserve Bank of India Direction - Reserve Bank of India (Interest Rates on Deposits) Directions, 2016 as may be amended, varied or supplemented from time to time) and other terms and conditions prescribed by us in respect of the early withdrawal of the Callable Deposit (instead of the fixed term interest rate indicated herein) for the actual period for which the Callable Deposit was held with us, at the expiry of such notice period (or such later date as specified in the Early Termination Request)."

Indonesia

- 5.4 Clause 2.1 of this Schedule is replaced as follows:

"2.1 You understand and acknowledge that each Deposit accepted by us is for a fixed term that will earn interest at the agreed rate – subject to Applicable Law, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date."

- 5.5 Any information regarding the Account or deposit that is required and/or necessary to be disclosed by Applicable Law or the appropriate authority, including the information on the Deposit Insurance Institution's published interest rate and the maximum of the deposit guaranteed by the Deposit Insurance Institution, will be displayed at our branch and/or provided by us.

- 5.6 Bank of America, N.A., Jakarta Branch, is licensed, registered and supervised by the Indonesia Financial Services Authority (“**OJK**”). Bank of America, N.A., Jakarta Branch, is an insured member of the Indonesia Deposit Insurance Corporation. The Agreement has been made in compliance with Indonesian laws and regulations, including the regulations of the OJK.
- 5.7 You fully understand that if the agreed deposit* interest rate exceeds the interest rate limit or total deposit amount exceed the guarantee amount of the Indonesia Deposit Insurance Corporation or known as Lembaga Penjamin Simpanan (“**LPS**”) as stipulated under Law Number 24 Year 2004 (as may be amended from time to time and hereinafter referred to as the “**LPS Law**”) and as further explained in and implemented by LPS regulation PLPS Number 1 year 2023 concerning Deposit Insurance Program, then you agree to accept the risk on your deposit being a non-eligible deposit** which is not guaranteed and will not be paid by the LPS if our banking license is revoked in accordance with the LPS Law.

*Deposits in this case includes but not limited to, demand deposits, savings deposits, time deposits or other equivalent forms.

** non-eligible deposit also includes deposit that are on debit balance or overdrawn and credit or surplus balance on loan account.

Japan

- 5.8 Clause 2 of this Schedule is replaced as follows:

- "2.1 *You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate, and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.*
- 2.2 *You agree and acknowledge that any request to early terminate any Deposit may be agreed or refused at our sole and absolute discretion. If we agree to such early termination request, we may apply any conditions, to the extent permissible by Applicable Law, as we deem fit from time to time irrespective of the period for which the Deposit is held with us.*
- 2.3 *You agree and acknowledge that any request to early terminate any Deposit denominated in Japanese Yen (each, a "**Local Currency Deposit**") may be agreed or refused at our sole and absolute discretion. If we, at our sole and absolute discretion, agree to such early termination request, we may apply any conditions as we deem fit from time to time, including without limitation refunding the principal amount of the Local Currency Deposit without any interest on such amount irrespective of the period for which the Local Currency Deposit is held with us.*
- 2.4 *In the event that we agree to each Deposit denominated in any currency other than Japanese Yen (each, a "**Foreign Currency Deposit**"), you will receive the principal amount of the Foreign Currency Deposit along with interest on such amount at our standard savings rate of interest as published by us at the time we accept the Foreign Currency Deposit (instead of the fixed term interest rate mentioned above) for the actual period for which the Foreign Currency Deposit was held with us. You agree that we may charge you any administrative cost of the early termination of the Foreign Currency Deposit."*

Malaysia

- 5.9 Clause 2 of this Schedule is replaced as follows:

- "2.1 *You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date. You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "**Early Termination Request**") in respect of a Deposit with a Term exceeding thirty-one (31) days. We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request). In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."*
- 2.2 *In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit*

without any interest on such amount irrespective of the period for which the Deposit was held with us."

People's Republic of China (PRC)

5.10 Clause 2 of this Schedule is replaced as follows:

- "2.1 **"Time Deposit"** means a Deposit placed by you for a fixed Term and **"Call Deposit"** means a Deposit where no Term is agreed on placing the Deposit.
- 2.2 You understand and acknowledge that each Time Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Time Deposit and accrued interest thereon are payable only on the relevant Maturity Date.
- 2.3 You acknowledge that we can require the minimum threshold amount for a Time Deposit denominated in RMB in accordance with Applicable Law, which in any circumstance, will not be less than the minimum amount prescribed from time to time (currently RMB 10,000). The Term of a Time Deposit is subject to the availability of our offering as decided by us in accordance with Applicable Law. The interest rate for the Time Deposit will not be adjusted during the Term of Time Deposit even if the corresponding benchmark interest rate is adjusted.
- 2.4 In respect of each Time Deposit for a term exceeding thirty-one (31) days, you hereby agree that if you request to withdraw the Time Deposit before the Maturity Date, you will send your written request at least thirty-one (31) days before the date on which the Time Deposit is to be terminated early (the **"Early Termination Request"**), we will be entitled to pay interest on the principal amount of the Time Deposit at the applicable demand deposit rate as published by us on the early termination date (instead of the fixed term interest rate mentioned above) for the actual period for which the Time Deposit was held with us at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).
- 2.5 In case you are unable to provide such Early Termination Request thirty-one (31) days before the date on which the Time Deposit is to be terminated early, we will be entitled to pay interest on the principal amount of the Time Deposit at PBOC base rate of demand deposit minus the break funding cost (if any) which is suffered by us due to such early withdrawal (instead of the fixed term interest rate mentioned above) on the date that we terminate the Time Deposit pursuant to the Early Termination Request, provided that you will not receive less than the principal amount of the Time Deposit.
- 2.6 Where a Time Deposit is partially withdrawn prior to the Maturity Date, you shall ensure that the remaining amount is no less than the minimum threshold amount as required by us, otherwise you will be deemed to have requested a withdrawal of the full amount of Time Deposit prior to the Maturity Date. An early withdrawal of the Time Deposit can only be made once.
- 2.7 Any withdrawal of a Call Deposit will be subject to a prior notice to us (in such form as we may prescribe from time to time) specifying the proposed withdrawal date, the account to which such withdrawal is to be made and the amount to be withdrawn. By requesting a withdrawal of a Call Deposit, you authorise us to transfer the amount, after deducting the necessary remittance fees by the Bank, into any of your existing Accounts with us in the same branch and currency. In the absence of an existing Account with us, the amount will be transferred to the account opened and designated by you.
- 2.8 Call Deposits denominated in RMB placed with us are subject to the "Bank of America, N.A, Shanghai Branch, Beijing Branch, Guangzhou Branch Articles of RMB Call Deposit for Corporate Customer" (**"Articles"**) as prepared and published at [click here](#) in accordance with Applicable Law and rules.
- 2.9 You acknowledge that we can require the minimum threshold amount for a Call Deposit in accordance with Applicable Law, which, in any circumstance, will not be less than the minimum threshold amount as specified in the Articles. You may, by sending your written request at least one (1) / seven (7) days (as the case may be) prior to the proposed withdrawal date, withdraw all or part of a Call Deposit. You agree not to instruct us to use the withdrawn amount of a Call Deposit to make settlement with or payment to a third party, nor to withdraw cash, to issue a check or for any other purposes.
- 2.10 (Intentionally deleted)
- 2.11 The interest rate of Call Deposits and Time Deposits will be subject to the rules and regulations of the Peoples'

Bank of China and the Articles regarding interest rates.

2.12 *(Intentionally deleted)*"

Philippines

5.11 **Member: Philippine Deposit Insurance Corporation. Maximum Deposit Insurance for Each Depositor PHP500,000**, subject to Applicable Law and rules as may be amended or issued from time to time*.

Thailand

5.12 Clause 2 of this Schedule is replaced as follows:

- "2.1 *You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the relevant Maturity Date.*
- 2.2 *You agree to provide at least thirty-one (31) days' written notice for any request to terminate the Deposit prior to the Maturity Date (the "Early Termination Request") in respect of a Deposit with a Term exceeding thirty-one (31) days.*
- 2.3 *We may, on such notice and in our sole discretion, agree to or refuse such Early Termination Request for payment of the Deposit prior to the Maturity Date at the expiry of such minimum thirty-one (31) day notice period (or such later date as specified in the Early Termination Request).*
- 2.4 *In the event that we agree to such Early Termination Request, you will receive the principal amount of the Deposit without any interest on such amount irrespective of the period for which the Deposit was held with us."*

Taiwan

5.13 Clause 2 of this Schedule is replaced as follows:

- "2.1 *You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable on the relevant Maturity Date.*
- 2.2 *You may give us a written request (the "Early Termination Request") to early terminate the Deposit seven (7) days prior to the early termination date (or such other notice period prescribed by the Applicable Law or regulatory guidelines), on which you will receive the principal amount of the Deposit along with interest on such amount at 80% of the fixed term interest rate mentioned above for the actual period for which the Deposit was held with us, at the expiry of such seven (7) day notice period (or such later date as specified in the Early Termination Request)."*

South Korea

5.14 The following Clauses are added to Clause 1 of this Schedule:

- "1.3 *If your request for withdrawal is made after the Maturity Date, we shall pay additional interest accrued from the Maturity Date to the date immediately preceding the date of actual withdrawal, calculated at the interest rate equal to higher of either the applicable post-maturity interest rate set forth in the schedule kept at our offices as of the date of actual withdrawal or the interest rate determined by our treasury department on the basis of our cost of fund as of the date of actual withdrawal, not to exceed the agreed interest rate.*
- 1.4 *Interest for a Korean Won Deposit shall be calculated based on 365 days per year and any amount less than one (1) Korean Won shall be rounded off. Interest for a foreign currency Deposit shall be calculated based on the international practice applicable to such Deposit and any amount less than 1/100 of the foreign currency shall be rounded off. The minimum Term for a Korean Won Deposit is one (1) calendar month and for foreign currency Deposits is one (1) day."*

5.15 Clause 2 of this Schedule is replaced as follows:

- "2.1 *You understand and acknowledge that each Deposit accepted by us is for a fixed Term and will earn interest at the agreed rate and the principal amount of the Deposit and the accrued interest thereon are payable only on the*

* Disclosure by us as Member of the Philippine Deposit Insurance Corporation (PDIC) as required by the Philippines laws and regulations in respect of the Charter of the PDIC.

relevant Maturity Date.

- 2.2 You may withdraw or terminate a Deposit before the Maturity Date. To make a withdrawal of the principal of, or interest on, or to terminate a Deposit, you must submit an application for payment (using such form, and meeting such requirements, as we may prescribe from time to time). Withdrawals shall be made using such form as we may specify and shall be governed by such procedures as you and we may agree from time to time. Upon withdrawal or termination, we shall pay the interest accrued from the deposit date to the date immediately preceding the withdrawal or termination date, calculated at the interest rate equal to the higher of: (a) the termination interest rate set forth in schedule kept at our offices as at the deposit date; or (b) the rate determined by our treasury department on the basis of our cost of funding, not to exceed the maximum interest rate applicable to a time deposit as at the withdrawal or termination date. Any interest already paid shall be deducted from the amount to be paid.
- 2.3 Notwithstanding Clause 1.3 or 2.2, if a Deposit is renewed before the Maturity Date such that its maturity would be later than the Maturity Date (such period, the “**Renewal Period**”), we shall pay the interest accrued from the deposit date to the date immediately preceding the renewal date at the rate applicable pursuant to Clause 2.1. If a Deposit which has been renewed pursuant to the above is terminated before the maturity of the Renewal Period, the interest for the period from the deposit date before the renewal to the date immediately preceding the date of termination shall be calculated as set out in Clause 2.2.”
- 5.16 The following Clause is added as a new Clause 3A after Clause 3 of this Schedule:

"3A Negotiable Certificate of Deposit

Notwithstanding any other provisions in this Schedule, you hereby agree to enter into, and we hereby agree to issue to you, a negotiable certificate of deposit (“**NCD**”) upon the following terms and conditions:

- (a) The NCD shall be issued by us in the form of a bearer certificate of deposit (the “**Certificate of Deposit**”).
- (b) The NCD may be transferred to another person at any time upon delivery of the Certificate of Deposit.
- (c) Upon the bearer’s request and against the presentation of the Certificate of Deposit, the NCD shall be payable in full of the face value set out thereon at any time on or after the maturity date designated on the Certificate of Deposit (the “**NCD Maturity Date**”). If we make any withdrawal under the NCD by payment to the bearer against presentation of the Certificate of Deposit, we shall not be liable for any losses incurred by you due to loss or theft of the Certificate of Deposit, or if the bearer was not the rightful owner/holder of the Certificate of Deposit for whatever reason. However, this shall not be applicable if we had actual knowledge of, or we had reason to suspect, that the bearer was not the rightful owner/holder of the Certificate of Deposit at the time we paid the bearer against the Certificate of Deposit.
- (d) If your request for withdrawal and presentation of the NCD is made after the NCD Maturity Date, we shall pay additional interest accrued from the NCD Maturity Date to the date immediately preceding the date of actual withdrawal and presentation, calculated at the interest rate equal to higher of either the applicable post-maturity NCD interest rate set forth in the schedule kept at our offices as of the date of actual withdrawal and presentation, or the NCD interest rate determined by our treasury department on the basis of our cost of fund as of the date of actual withdrawal and presentation, not to exceed the NCD interest rate specified on the NCD.
- (e) The NCD shall not be withdrawn before the NCD Maturity Date.”
- (f) Upon your request, we may register the issuance of an NCD pursuant to the Registration of Public Bonds and Debentures Act or other Applicable Law (a “**Registered NCD**”), in which case we will not issue an instrument of Certificate of Deposit to you pursuant to clause (a); (ii) in respect of a Registered NCD, assignment, pledge or other exercise of rights under the NCD shall only be made through the registry; (iii) any fees incurred or arising out of the registration of the Registered NCD shall be borne by you pursuant to terms and conditions (amended from time to time) as prescribed by the applicable registry; and (iv) in addition to the terms and conditions set out herein, the registered issuance of NCD shall also be governed by the Registration of Public Bonds and Debentures Act and/or other applicable laws or regulations and supervisory rules.”

Service schedules

Cheque Printing

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "GCAA") in respect of Accounts maintained in France, Greece, Ireland, Italy, Spain and the UK. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

You may print and issue (or engage another party to print and issue on your behalf) cheques using your own printed form which can be used by you to draw funds from any of your Accounts held with any of our branches in the jurisdictions listed above in accordance with these terms and conditions.

1. GENERAL

- 1.1 When you draw a cheque on any of your Accounts, you will use the blank cheques that we have provided to you unless we agree otherwise.
- 1.2 If you elect to print and issue or engage another party to print and issue on your behalf your own printed form of cheques, you must obtain our prior written approval and ensure that the printed form of cheques meet our cheque printing specifications (available from your account representative), any local jurisdiction cheque clearing specifications, and Applicable Law (including any tax laws or regulations, as they may be amended from time to time).
- 1.3 If you print or use a form of cheque drawn on your Accounts that does not meet our cheque printing specifications, the relevant local jurisdiction cheque clearing specifications or Applicable Law we may refuse to pay or process any such cheque.
- 1.4 To the extent that cheque printing specifications require cheques to be uniquely numbered and/or follow a specific numbering sequence, you must designate a representative to receive cheque numbering files from us and use cheque numbers designated by us for the creation of your cheques.
- 1.5 We may subtract from your Accounts fees applicable to the purchase of cheques and/or in connection with these services.

2. CONFIDENTIAL INFORMATION

- 2.1 You agree that cheque printing specifications, cheque numbers and cheque numbering sequences are our property and/or the property of the applicable clearing system, constitute sensitive trade secrets and, in each case, are of a highly confidential nature. You will maintain the integrity and security of such information and take appropriate steps to avert risks of fraud and loss to you and us. Accordingly, you will, and will ensure that your employees and agents, keep cheque printing specifications confidential and will not divulge, copy, transmit or otherwise disclose, in whole or in part, such specifications to any third party, except as we may specifically agree in writing.

3. LIABILITY

You will be liable for any costs, damages, losses or expenses that may be incurred by you or us from the creation, use or attempted use of your own printed form of cheques however arising including, but not limited to, circumstances where our or the local cheque clearing equipment is unable to read or process the cheques which you (or a third party) have printed.

You agree that cheques may be converted into electronic data during the cheque collection and return process and that if you elect to print, issue or use your own printed form of cheque (or engage another party to print your own

form of cheque) or you use cheques which incorporate features (such as security features) that cause critical data to disappear or be obscured on imaging or you complete your cheque in a way (such as, using a lightly coloured ink) that causes critical data to disappear on imaging, then you agree to bear the risk of all loss. You also agree to bear the risk of loss if you use any cheques that contain defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, duplicate serial numbers or otherwise that do not comply with our cheque printing specifications (available from your account representative), any local jurisdiction cheque clearing specifications, and Applicable Law.

Service schedules

Hong Kong e-Cheque deposits

These terms and conditions are incorporated into and form part of the Agreement relating to each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "GCAA") in respect of Accounts maintained in Hong Kong. These terms and conditions apply to our services relating to e-Cheques and govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1. DEFINITIONS

1.1 For the purpose of the e-Cheque Deposit Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be) and may be issued in Hong Kong dollars, US dollars, Renminbi and such other currencies as may be permitted under the e-Cheque Drop Box Terms from time to time.

"e-Cheque Deposit Services" mean the services offered by us from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or **"e-Cheque Drop Box Service"** means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry in Hong Kong from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheque Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

2. NATURE AND SCOPE OF E-CHEQUE DEPOSIT SERVICES

2.1 We may provide e-Cheque Deposit Services at our discretion. If we provide e-Cheque Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheque Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us

and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

- 2.2 The e-Cheque Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House, in accordance with Clause 3 of this Schedule below.
- 2.3 We may provide e-Cheque Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 2.4 We have the right to set or vary from time to time the conditions for using the e-Cheque Deposit Services. These conditions may include the service hours of the e-Cheque Deposit Services (including cut-off times for presenting e-Cheques), and any fees and charges payable by you for the e-Cheque Deposit Services.

3. E-CHEQUE DEPOSIT SERVICES

- 3.1 The e-Cheque Deposit Services may allow presentment of e-Cheques issued in your favour for deposit with us (as Payee Bank) at any of your Accounts using the e-Cheque Drop Box Service provided by the Clearing House.

4. E-CHEQUE DROP BOX SERVICE

- 4.1 The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- 4.2 In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. Subject to the e-Cheque Drop Box Terms, you are allowed to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are solely responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- 4.3 Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service.
- 4.4 We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

5. HANDLING OF E-CHEQUES

- 5.1 You acknowledge and agree that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect (and you acknowledge that we are entitled) and agree to us collecting any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

6. RESTRICTION OF OUR LIABILITY

- 6.1 Without prejudice to any other provision of the Agreement:

- (a) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;

- (b) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
- (i) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box terms;
 - (ii) your failure to comply with your obligations relating to the e-Cheque Deposit Services;
 - (iii) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures (notwithstanding the provisions of the Bills of Exchange Ordinance); and
 - (iv) any failure or delay in providing the e-Cheque Deposit Services, or any error or disruption relating to the e-Cheque Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (c) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damage.

7. CONFIRMATION AND INDEMNITY

- 7.1 You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheque Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- 7.2 Without reducing the effect of any indemnity given by you under the Agreement or any other rights or remedies that we may have, you will indemnify us and hold us harmless against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including, without limitation, legal fees and allocated costs for in-house legal services) (collectively, "**Damages**") incurred or sustained by us as a result of or in connection with our provision of the e-Cheque Deposit Services or your use of the e-Cheque Deposit Services except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement and/or this Schedule without limit in time.

Service schedules

Incoming MT101 from third-party bank

1. These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.
2. Your instructions to us in respect of all Account transactions for the purposes of Clause 4.2 of the GCAA may also be delivered as a duly authenticated SWIFT MT101 (in the format as specified by us from time to time) and from a bank nominated by you in writing and as agreed by us (a "**Forwarding Bank**").
3. Subject to the terms of Clause 6 of the GCAA, we will have no liability for any instructions issued by a Forwarding Bank; our only liability in respect of processing such instructions will be to ensure that we have sufficient information to process the payment; and where such information is lacking from a mandatory field in a SWIFT MT101, we will not process the relevant instruction and will inform the Forwarding Bank accordingly.
4. In addition to the entities listed in, and in line with the provisions of, Clause 10.5 of the GCAA, we and our branches, offices and affiliates may disclose Customer Information (including Personal Data) to Forwarding Banks.

Service schedules

Italian tax payments

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1. THRESHOLD CONDITIONS

- 1.1 You may initiate Italian tax payments in accordance with this Schedule provided that you hold an Account with our Italian branch and you have provided us with your duly authorised list of Account Signatories for Italian tax payments together with all the identification documents required under Applicable Law.

2. INITIATION OF ITALIAN TAX PAYMENTS

- 2.1 Italian tax payments may be initiated in one of the following ways:

- (a) I24 via the Agency of Finance website. Tax forms must be completed by you on the Italian Agency of Finance (the "**Agency of Finance**") website in advance of the applicable tax expiry date as specified by the Agency of Finance and the Italian Treasury. To initiate the payment process, you must access the Agency of Finance website, enter the F24 information on the relevant screen and send the information to the Agency of Finance by submitting it through its website;
- (b) F24 via the Corporate Banking Interbancario network ("**CBI**"). To initiate the payment process, you must submit the payment file in the prescribed CBI format to us via the CBI network in advance of the applicable tax expiry date as specified by the Agency of Finance and the Italian Treasury. To submit F24 tax payments, you must first be registered with the CBI. If you are not registered with the CBI, you agree not to submit an F24 payment file to us, but you may submit individual I24 tax payments via the Agency of Finance website, as described in (a) above; or
- (c) F23 and F24 via electronic delivery as contemplated by, and in accordance with any applicable electronic transfer agreement(s) referred to in, Clause 4.2(a) of the GCAA for CBI formatted payments or such other format as we may make available from time to time.

3. PAYMENTS INITIATED VIA THE AGENCY OF FINANCE WEBSITE

- 3.1 In respect of tax payments initiated via the Agency of Finance website, you irrevocably authorise us to: (a) act on any request of the Agency of Finance for the payment of any I24 payments and to debit any of your Accounts in respect of such payments; and (b) send to the Agency of Finance any information related to your tax payments. We will send you a confirmation of execution of payment of the tax payment, which you should retain as evidence of the executed payment.
- 3.2 You will not revoke payments initiated via the Agency of Finance Website.

4. PAYMENTS INITIATED VIA THE CBI NETWORK OR VIA ELECTRONIC DELIVERY

- 4.1 In respect of tax payments submitted to us via the CBI network or via electronic delivery, you irrevocably authorise us to: (a) make such payments and to debit any of your Accounts in respect of such payments; and (b) to send to the CBI and/or the Agency of Finance any information related to your I24/F24 payments. We will send you a confirmation of execution of payment of the F24 payment, which you should retain as evidence of the executed payment.

- 4.2 Payments submitted via the CBI network or via an electronic delivery method may only be revoked, as permitted by the specifications on the CBI website, by sending us a revocation file in the prescribed CBI R4 format, via (as applicable) the CBI network or the relevant electronic delivery method. We have no obligation to process revocations in any other format or through any other delivery method and you acknowledge that we will continue to process payments according to original F24 instructions.
- 4.3 Notwithstanding the foregoing, you will not cancel, after the applicable tax expiry date, any tax payment submitted to us via the CBI network or via electronic delivery. A single payment request (F23 and F24) initiated by electronic delivery according to Clause 2.1(c) of this Schedule may not be revoked by you after we have received such payment request.

5. LIABILITY

- 5.1 We will not be liable for any additional cost, loss, expense or liability that you incur as a result or in connection with payments made in accordance with this Schedule.

Service schedules

Offshore Renminbi accounts

These terms and conditions are incorporated into and form part of the Agreement relating to each Renminbi ("**RMB**") Account (the "**RMB Account**") which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "**GCAA**") in respect of Accounts maintained in certain approved jurisdictions (as we may mutually agree with you from time to time) outside the PRC. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

For the purposes of this Schedule, "**PRC**" means the People's Republic of China, excluding the Special Administrative Region of Hong Kong ("**Hong Kong**") and the Special Administrative Region of Macau and Taiwan.

1. GENERAL

1.1 You agree that:

- (a) we are providing the RMB Account services to you for the purpose of facilitating RMB transactions for the sale and purchase of goods or services which are delivered to or from the PRC and/or for other activities and transactions as may be permitted by Applicable Provisions (as defined below) from time to time (collectively "**Permitted Transactions**");
- (b) the provision of RMB Account services are subject to the following applicable provisions as may be updated and/or amended from time to time ("**Applicable Provisions**"):
 - (i) the terms and conditions set out in this Schedule;
 - (ii) the Applicable Law of:
 - (A) the PRC;
 - (B) the jurisdiction in which your RMB Account is maintained (the "**Local Jurisdiction**");
 - (C) the jurisdiction in which the Clearing Bank (as defined below) is located (the "**Clearing Bank Jurisdiction**"); and
 - (D) any other applicable jurisdiction;
 - (iii) guidelines, rules, procedures, policies and circulars imposed by:
 - (A) any relevant regulatory or governmental body, authority or agency in the PRC (including without limitation, the People's Bank of China ("**PBOC**")), the Local Jurisdiction, the Clearing Bank Jurisdiction and any other applicable jurisdiction; and
 - (B) any clearing or settlement bank or agent, system operator, custodian or professional body governing RMB related activities and services in any applicable jurisdiction; and
 - (iv) terms as contained in any agreements and operating manuals ("**Clearing Agreement**") executed from time to time between: (A) Bank of America, N.A. (or any branches or subsidiaries of Bank of America, N.A. or Bank of America Corporation); and (B) the clearing bank that has been authorised by the PBOC to provide clearing and settlement services for RMB in jurisdictions outside the PRC or any bank in the PRC with which we have opened and maintained a RMB interbank settlement account for the purposes of providing our RMB Account services to you ("**Clearing Bank**");
- (c) you have read, understand and accept the risks described in Clause 7 of this Schedule;
- (d) in the event of any circumstance that affects our ability to pay you, or make payments on your behalf, in RMB, we will endeavor to inform you promptly and will return any amounts owed to you in a mutually acceptable currency and in a manner permissible by Applicable Provisions;
- (e) there may be changes to the Applicable Provisions which may affect the scope of our RMB Account services or our ability to provide any RMB Account service to you;

- (f) we may:
- (i) raise enquiries in relation to the provision of RMB Account services and take appropriate actions where necessary; and
 - (ii) refrain from acting on any instruction or information given or purportedly given by your Account Signatory, which may in our absolute discretion be contrary to any Applicable Provisions; and
 - (iii) report and disclose all and any transaction data and/or information relating to you, your RMB Accounts and/or any RMB related services provided by us, to the Clearing Bank (including its branches, subsidiaries and affiliates) the relevant regulatory or governmental body, authority or agency, any other clearing or settlement bank or agent, custodian or professional body governing RMB activities and services in any jurisdiction, or our professional auditors, as may be required by the Applicable Provisions, without prior notice to you.
- (g) our provision of RMB Account services is dependent and subject, among others, to the smooth operation of the RMB clearing and settlement system in PRC and to the provision of services by the Clearing Bank, and you agree to assume the risk of the RMB clearing and settlement system in PRC failing to operate (whether in part or at all) as well as the risks arising from the provision of clearing and settlement services by the Clearing Bank; and
- (h) we reserve the right at all times and any time to refuse to reject, refuse or reverse any instructions, transactions and remittances, whether pertaining to conversion of RMB to non-RMB currencies and vice versa or otherwise.
- 1.2 We may undertake at any time and from time to time, the clearing and settlement of RMB in Hong Kong, Singapore, Taiwan and the UK through a Clearing Bank located in those jurisdictions. Where this is the case, we will not be liable for any Losses (as defined in Clause 4.1 of this Schedule) if such Clearing Bank ceases to provide RMB clearing services.
- 1.3 On closing RMB Accounts, we will, to the extent permitted by Applicable Provisions and subject to discharge of all obligations owed by you to us, deal with such funds in your RMB Accounts as per your instructions (if any). Failing which, we will be entitled to convert the RMB in your RMB Accounts at the time of closure into the legal currency of the Local Jurisdiction ("**Local Currency**") or any other currency at the prevailing market rate quoted by us, and deposit the same into any other Account you hold with us (if any) or dispatch a bank draft or cashier's order for the converted amount to you by post to your last known address. We will not be responsible for any losses you may suffer as a result of any action taken by us under this sub-clause.

2. RMB ACCOUNT SERVICES

- 2.1 We may (but will not be obliged to) provide you RMB Account services as may be permitted from time to time by Applicable Provisions. Such services currently include, without limitation, deposit taking, cheque services, currency exchange between RMB and Local Currency (or other currencies as permitted by us in accordance with Applicable Provisions), remittance, bond settlement, and any other services as may be permitted by Applicable Provisions. The exchange rate applicable to each currency exchange transaction will be determined by reference to the prevailing market rate quoted by us from time to time, and subject to our prevailing fees, charges, and commissions. For the avoidance of doubt, no overdrawing is permitted and no overdraft will be granted to you.
- 2.2 We have absolute discretion to change the Clearing Bank at any time without consent from you or any person (provided that we will notify you as soon as practicable of such change) and in which case you agree that the additional terms and conditions relating to that Clearing Bank Jurisdiction will govern your RMB Account and the related services we provide to you. Unless any applicable remittance is not to or from the PRC, RMB remittance services with respect to Permitted Transactions are required to be conducted via the Clearing Bank or another qualified agent bank selected by us.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 3.1 You hereby represent, warrant and undertake on a continuing basis (such representations and warranties deemed to be repeated every time a transaction is entered into under the terms of this Schedule) that:

(a) the RMB Account will only be used for the purpose of executing Permitted Transactions and in accordance

with Applicable Provisions;

- (b) you will furnish us with such supporting documents and information as may be required by us, including without limitation customs declarations, import and export documents (including bills of lading, warehouse receipts, transport documents and delivery orders), financial documents (including letters of credit and guarantees), commercial documents (including contracts of sales, receipts and trade invoices) and documents evidencing insurance and freight charges, as may be reasonably requested by us for the purpose of verifying the status of the trades and also of the identities of the parties to trade transactions;
- (c) all supporting information and documents provided under sub-Clause (b) above is to the best of your knowledge and belief true, accurate and complete, and not misleading in any respect; and
- (d) if you are a financial institution that:
 - (i) is not the Ultimate Beneficiary or Controller (as defined below) of the RMB Account, you will, on our or any regulator's request, furnish within two business days (or such shorter or longer period as we or the regulator may specify) such information about the Ultimate Beneficiaries or Controllers which are generally required for know-your-client and anti-money laundering purposes; and
 - (ii) is acting as an intermediary in a jurisdiction with client secrecy laws, you confirm that you have entered into a legally binding and enforceable agreement with the Ultimate Beneficiaries or Controllers that waives the benefit of such secrecy laws such that you will not be prohibited from providing to us or to a regulator in any jurisdiction any information, if such information is requested to be furnished by any laws or regulations and provided that you further agree that your undertaking under this sub-paragraph will survive any termination or expiry of the Agreement and the closure of the RMB Account.

3.2 For the purpose of this Schedule:

- (a) "**Ultimate Beneficiary**" means each and every person who: (i) is the principal for whom you are acting as agent in relation to such transaction; (ii) stands to gain the economic benefit of such transaction and/or to bear the economic risk; or (iii) is ultimately responsible for issuing or is entitled to issue instructions in relation to such transaction; and
- (b) "**Controller**" means each and every person in accordance with whose directions or instructions your directors or your holding companies are accustomed to act or obliged to act.

4. LIMITATION OF LIABILITIES

- 4.1 Except to the extent directly caused by our fraud, gross negligence, or wilful misconduct, we do not owe any duty nor will we be liable for any liability, claims, losses, costs, damages, charges or expenses (including legal fees and expenses) of any kind or nature whatsoever ("**Losses**") to any person arising in whatever manner from or as a result of:
 - (a) the provision, operation, omission of or delay in operation, suspension or termination of the RMB Account or provision of other services by us pursuant to changes in the Applicable Provisions, changes in the terms and conditions contained in any agreement between Bank of America, N.A. (or any branches or subsidiaries of Bank of America, N.A. or Bank of America Corporation) and the relevant Clearing Bank, or the termination or suspension by the Clearing Bank (for any reason) of its services;
 - (b) any error in, or any delayed execution or non-execution, part execution or different execution of, any transactions or instructions hereunder whether caused by any error, inadequacy, failure, delay, disruption, damage to the settlement system, computer system, communication system or network for the RMB related services or any machine or hardware malfunction, software defect, or electrical, electronic, telecommunication, electrical power supply or other technical fault;
 - (c) any other cause due to your fault, act or omission in connection with the use of the RMB Account and related services; or
 - (d) our reliance on any instruction or information given or purportedly given by any relevant regulatory authority in relevant jurisdictions.

- 4.2 Notwithstanding Clause 4.1 of this Schedule, under no circumstances will we be liable for any Losses arising in connection with:
- (a) the failure (whether in part or otherwise) of the RMB clearing and settlement system in the PRC or in other applicable jurisdictions;
 - (b) any act, omission, fraud, misconduct, negligence, insolvency, default, breach of duty or obligations of any kind whatsoever by the Clearing Bank or by its officers, employees or any other person acting under its direction or authority (whether express or implied); or
 - (c) the imposition of any tax, unavailability of RMB, lack of funding availability, loss in value of Renminbi, or unavailability of an exchange rate for RMB.

5. INDEMNITY

You will indemnify us against and hold us harmless from and defend us against any and all Losses which we may incur, sustain or suffer in connection with this Schedule or any transactions contemplated under this Schedule, except to the extent that such Losses are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement and/or this Schedule without limit in time.

6. AMENDMENTS, SUSPENSION / TERMINATION OF RMB ACCOUNT SERVICES

- 6.1 We may, at our discretion, suspend or terminate all or any part of the RMB Account services immediately without notice, or revise or supplement this Schedule:
- (a) to reflect inter alia:
 - (i) any changes in the Applicable Provisions;
 - (ii) the revocation of the authorisation or licence of Clearing Bank as a settlement and clearing bank; or
 - (iii) the cessation of, or changes in the terms and conditions pursuant to which the Clearing Bank provides, services to us (or to any other branches or subsidiaries of Bank of America, N.A. or Bank of America Corporation) for the RMB business; or
 - (b) in the event you materially breach the Agreement or of your fraud, negligence or wilful misconduct.
- 6.2 Where possible, we will notify you in advance of amendment, suspension or termination set out in Clause 6.1 of this Schedule and such amendment, suspension or termination will become effective on the date specified in the notice.
- 6.3 If you wish to cancel a Permitted Transaction, you will notify us in writing as soon as possible and provide us with any requested supporting documentation. On receipt of your notification and such documentation, we may (but will not be obligated to) attempt to reverse the Permitted Transaction, provided that we will not have any liability for any Losses you incur in connection therewith, including without limitation from any failure to reverse the requested Permitted Transaction for any reason.

7. RISKS

You understand the risks that arise in connection with RMB Account services. You agree to and accept all these risks, including but not limited to the following:

- (a) the Applicable Provisions may change from time to time. While it is now permissible for foreign exchange conversions to be undertaken through a Clearing Bank to clear and settle Permitted Transactions, these requirements may change and may be more limited or not permissible in the future.
- (b) RMB is not freely convertible and transfers of RMB in and out of the PRC are subject to restrictions. Our funding availability and our ability to provide the RMB Account services is subject to RMB availability and/or the ability to transfer RMB to and from the PRC, subject to any prevailing restrictions and/or Applicable Provisions and may be affected by the single, government-controlled currency exchange rate, government intervention in the currency markets, political conditions and economic, financial, regulatory, political, judicial or other events (such as natural disasters, and speculation in the markets) that may affect, disrupt or distort foreign exchange markets, and that the foregoing, coupled with the limited availability of RMB

outside the PRC and the various exchange policies, controls and restrictions that are currently applicable (and that may be imposed in the future) to offshore RMB, may severely affect our ability to pay you or make payments on your behalf in RMB, and we will be under no obligation or liability whatsoever to make such payments.

- (c) fluctuations in exchange rates could provide both opportunities and risks. If you deposit non-RMB currencies and convert such currencies to RMB, you are subject to exchange rate risks, and costs of undertaking foreign currency conversion. You can only withdraw RMB deposits by transferring to a RMB account or by way of foreign exchange into a non-RMB currency and you may experience a loss if the exchange rates move against you. You could therefore receive less than the amount which you had originally placed in the RMB deposit.

8. JURISDICTION SPECIFIC PROVISIONS

8.1 The additional terms set out below will govern your RMB Account if:

- (a) your RMB Account is maintained in that jurisdiction; or
- (b) if your RMB Account is maintained in any other approved jurisdiction in Asia outside the PRC and our provision of the RMB Account services is made through a Clearing Bank located in that jurisdiction.

Hong Kong

8.2 As requested by the Hong Kong Monetary Authority ("**HKMA**") and the Hong Kong Interbank Clearing Limited ("**HKICL**"), you agree:

- (a) to comply with the provisions of Rule 2.3.5 of the *Renminbi Clearing House Rules* (please refer to the Appendix to this Schedule) to the extent that such rule is applicable, or refers to you or other persons or to your transactions or transactions of such other persons; and
- (b) that, without prejudice to (a) above, the HKMA will not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any consent, notice, advice or approval in relation to or pursuant to the *Renminbi Clearing House Rules* and the *Renminbi Operating Procedures* (as they may be modified from time to time).

Singapore

- 8.3 Foreign exchange conversion through a Clearing Bank will only be made for the purpose of settlement of a Permitted Transaction and the payment of insurance and freight charges, if any, for a Permitted Transaction.
- 8.4 Cross-border RMB remittance services into or out of the PRC will be in respect of the settlement of Permitted Transactions.
- 8.5 RMB deposits are not deposits for the purposes of, and therefore not protected under, the Deposit Insurance and Policy Owners' Protection Schemes Act.

South Korea

8.6 The following sub-clause (g) of Clause 1.1 of this Schedule is replaced as follows:

“(g) our provision of RMB Account services is dependent and subject, among others, to the smooth operation of the RMB clearing and settlement system in PRC and to the provision of services by the Clearing Bank, and you agree unless there is negligence or misconduct by us to assume the risk of the RMB clearing and settlement system in PRC failing to operate (whether in part or at all) as well as the risks arising from the provision of clearing and settlement services by the Clearing Bank; and”

8.7 Sub-clause (h) of Clause 1.1 of this Schedule is deleted in entirety and replaced as follows:

“(h) (Intentionally deleted).”

8.8 Clause 1.2 of this Schedule is replaced as follows:

“1.2 We may undertake at any time and from time to time, the clearing and settlement of RMB in Hong Kong, Singapore, Taiwan and the UK through a Clearing Bank located in those jurisdictions. Where this is the case, we will not be liable for any Losses (as defined in Clause 4.1 of this Schedule) if such Clearing Bank ceases to provide RMB clearing services unless there is negligence or misconduct by us.”

8.9 Clause 1.3 of this Schedule is replaced as follows:

*“1.3 On closing RMB Accounts, we will, to the extent permitted by Applicable Provisions and subject to discharge of all obligations owed by you to us, deal with such funds in your RMB Accounts as per your instructions (if any). Failing which, we will be entitled to convert the RMB in your RMB Accounts at the time of closure into the legal currency of the Local Jurisdiction (“**Local Currency**”) or any other currency at the prevailing market rate quoted by us, and deposit the same into any other Account you hold with us (if any) or dispatch a bank draft or cashier’s order for the converted amount to you by post to your last known address. We will not be responsible for any losses you may suffer as a result of any action taken by us under this sub-clause unless there is negligence or misconduct by us.”*

8.10 Clause 4.1 (a) of this Schedule is replaced as follows:

“(a) the provision, operation, omission of or delay in operation, suspension or termination of the RMB Account or provision of other services by us pursuant to changes in the Applicable Provisions, the event that the Clearing Bank is no longer providing the RMB clearing, settlement and remittance business and the relevant Clearing Bank, or the termination or suspension by the Clearing Bank (for any reason) of its services;”

8.11 Clause 4.2 of this Schedule is replaced as follows:

“4.2 Notwithstanding Clause 4.1 of this Schedule, unless there is negligence or misconduct by us, under no circumstances will we be liable for any Losses arising in connection with:

- (a) the failure (whether in part or otherwise) of the RMB clearing and settlement system in the PRC or in other applicable jurisdictions;*
- (b) any act, omission, fraud, misconduct, negligence, insolvency, default, breach of duty or obligations of any kind whatsoever by the Clearing Bank or by its officers, employees or any other person acting under its direction or authority (whether express or implied); or*
- (c) the imposition of any tax, unavailability of RMB, lack of funding availability, loss in value of Renminbi, or unavailability of an exchange rate for RMB.”*

8.12 Clause 5 of this Schedule is replaced as follows:

“5. INDEMNITY

“You will indemnify us against and hold us harmless from and defend us against any and all Losses which we may incur, sustain or suffer in connection with this Schedule or any transactions contemplated under this Schedule, except to the extent that such Losses are directly caused by our fraud or wilful misconduct and so long as we exercised a duty of care. This indemnity will survive the termination of the Agreement and/or this Schedule without limit in time.”

8.13 Clause 6.1(b) of this Schedule is replaced as follows:

“(b) in the event you materially breach the Agreement that we cannot continue transactions with you or of your fraud, gross negligence or wilful misconduct.”

8.14 Clause 6.2 of this Schedule is replaced as follows:

“6.2 We will notify you in advance of amendment, suspension or termination set out in Clause 6.1 of this Schedule and such amendment (provided, however, that notice may be immediately given on an ex post facto basis under unavoidable circumstances), suspension or termination will become effective on the date specified in the notice. If any change, suspension or termination set forth in Clause 6.1 of this Schedule is disadvantageous to you, we will

give personal notice thereof to you. At such times, you may terminate this Agreement and if you do not express your intent to terminate this Agreement by the date specified in such notice, we also inform you that you will be deemed to have accepted such amendment.”

8.15 Clause 6.3 of this Schedule is replaced as follows:

“6.3 If you wish to cancel a Permitted Transaction, you will notify us in writing as soon as possible and provide us with any requested supporting documentation. On receipt of your notification and such documentation, we may (but will not be obligated to) attempt to reverse the Permitted Transaction, provided that we will not have any liability for any Losses you incur in connection therewith, including without limitation from any failure to reverse the requested Permitted Transaction for any reason, unless there is negligence or misconduct by us.”

8.16 Clause 7(b) of this Schedule is replaced as follows:

“(b) RMB is not freely convertible and transfers of RMB in and out of the PRC are subject to restrictions. Our funding availability and our ability to provide the RMB Account services is subject to RMB availability and/or the ability to transfer RMB to and from the PRC, subject to any prevailing restrictions and/or Applicable Provisions and may be affected by the single, government-controlled currency exchange rate, government intervention in the currency markets, political conditions and economic, financial, regulatory, political, judicial or other events (such as natural disasters, and speculation in the markets) that may affect, disrupt or distort foreign exchange markets, and that the foregoing, coupled with the limited availability of RMB outside the PRC and the various exchange policies, controls and restrictions that are currently applicable (and that may be imposed in the future) to offshore RMB, may severely affect our ability to pay you or make payments on your behalf in RMB, and we will be under no obligation or liability whatsoever to make such payments in the absence of our wilful misconduct and so long as we exercised a duty of care.”

Appendix

Rule 2.3.5 to the Renminbi Clearing House Rules

"MA shall not be liable to CB, HKICL, any Member or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss, even if MA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by MA bona fide or by CB, HKICL or any Member or any other person in the management, operation or use (including without limitation, the termination and/or suspension of CB, the Clearing Facilities or any Member) of the Clearing House or the Clearing Facilities or any part of any of them. CB and each Member shall jointly and severally indemnify and hold MA harmless in respect of any liability, claim, loss, damage or expenses hereinbefore described in this Rule 2.3.5, such indemnity to survive the expiry or termination of any Member's use of the Clearing House or Clearing Facilities."

In the *Renminbi Clearing House Rules*,

"**CB**" means a bank that has been authorized by the People's Bank of China to provide clearing and settlement services for RMB in Hong Kong, and which for the time being is Bank of China (Hong Kong) Limited. Unless stated otherwise herein, all references to CB refer to CB in its capacity as clearing bank;

"**Clearing Facilities**" means all premises, personnel, machinery, equipment facilities, software, operational and processing systems, computer systems, including CHATS, arrangements and procedures for or in relation to the services provided by and the operation of the Clearing House;

"**Clearing House**" means the medium and the location operated and managed by HKICL and available to Members to facilitate the clearing and settlement of Paper Cheques in RMB drawn payable on Members in Hong Kong, and for the processing of funds transfers and other banking transaction in each case in RMB and which (i) in respect of funds transfers are presented by or on behalf of Members or by CB; and (ii) in respect of other banking transactions are presented by or on behalf of Members;

"**HKICL**" means the Hong Kong Interbank Clearing Limited;

"**MA**" means the Monetary Authority appointed under the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong);

"**Member**" means banks (including CB in its capacity as Member) and other institutions, which have been permitted by CB and MA to use all or part of the Clearing House and Clearing Facilities and have agreed with CB to be bound by these Clearing House Rules. For the avoidance of doubt, this term does not include CB acting in its capacity as clearing bank;

"**Paper Cheques**" means papers cheques drawn on Members in Hong Kong who are banks to be cleared and settled through CHATS on a bulk clearing basis as provided by these Clearing House Rules; and where the context so admits includes the front and reverse of such documents.

Service schedules

SEPA core/B2B debtor direct debit payment services

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "GCAA") in respect of Accounts maintained at any of our branches in the European Economic Area and the United Kingdom. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant term has been amended by the Jurisdiction Schedule, in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1. DEFINITIONS

1.1 For the purpose of this Schedule, the following terms have the following meanings:

"Authorised Account" means any and each Account held by you with us in relation to which you have authorised a Mandate.

"Clearing" means the process of transmitting, reconciling, and confirming payments of different types and the establishment of a final position for settlement either on an individual transaction basis or on a periodic basis for aggregated or netted positions.

"Collection" means a payment transaction initiated by the Creditor under which an amount is to be collected from your Authorised Accounts in accordance with the relevant Rulebook.

"Creditor" has the meaning given to it in the relevant Rulebook.

"Creditor Bank" means the bank where the Creditor's account is held and which has concluded an agreement with the Creditor about the rules and conditions of a product based on the relevant Rulebook.

"CSM" means a Clearing and Settlement mechanism which allows participants to the SEPA Direct Debit Scheme or their branches to clear and settle payments made between them as described in the relevant Rulebook.

"Direct Debit" means the payment instrument governed by the rules of the SEPA Direct Debit Scheme for making direct debit payments in euro from your Authorised Accounts to the account of a Creditor.

"Mandate" means the expression of consent and authorisation given by you to allow your Creditor to send instructions to us to initiate Collections for debiting your Authorised Accounts and to allow us to comply with such instructions in accordance with the relevant Rulebook.

"Payment Services Directive" means Directive 2015/2366/EC of the European Parliament and of the Council and any successor legislation from time to time as amended or, extended, re-enacted, supplemented from time to time and as implemented or otherwise given effect in the relevant Member State of the European Economic Area from time to time.

"PSRs" means the Payment Services Regulations 2017, and any successor legislation from time to time as amended, extended, re-enacted, supplemented from time to time in the United Kingdom.

"Refunds" means claims by you for the reimbursement of a Direct Debit pursuant to Clauses 3.4 and 3.5 of this Schedule in accordance with the rules and procedures set out in the SEPA Core Direct Debit Scheme Rulebook or the Payment Services Directive or PSRs (as applicable). A request for a Refund must be sent to us (as Debtor Bank) after Settlement and within the period specified in section 4.3 of the SEPA Core Direct Debit Scheme Rulebook or the Payment Services Directive or PSRs (as applicable).

"**Refusals**" means claims initiated by you before Settlement, for any reason, requesting us not to pay a Collection in accordance with the conditions agreed with you and resulting in us rejecting the associated Collection.

"**Rejects**" means Collections which are diverted from normal execution, prior to inter-bank Settlement, for the following reasons:

- (a) technical reasons such as invalid format, wrong IBAN check digit;
- (b) we are unable to process the Collection for such reasons as we may notify you in accordance with Article 79 of the Payment Services Directive or Regulation 82 of the PSRs (as applicable);
- (c) we are unable to process the Collection for such reasons as are set out in section 4.2 of the relevant Rulebook (e.g. account closed, account does not accept direct debits); or
- (d) you made a Refusal request to us.

"**Returns**" means Collections that are diverted from normal execution after inter-bank Settlement and which are initiated by us.

"**Reversals**" means reimbursement to you by a Creditor (or initiated by the Creditor Bank) where the Creditor concludes that a Collection should not have been processed.

"**Rulebook**" means the SEPA Core Direct Debit Scheme Rulebook and/or the SEPA Business to Business Direct Debit Scheme Rulebook, as applicable, and as amended from time to time by the European Payments Council.

"**SEPA Business to Business Direct Debit Scheme**" means the payments scheme for making direct debits across SEPA pursuant to the SEPA Business to Business Direct Debit Scheme Rulebook;

"**SEPA Core Direct Debit Scheme**" means the payments scheme for making direct debits across SEPA pursuant to the SEPA Core Direct Debit Scheme Rulebook;

"**SEPA Direct Debit Schemes**" means the SEPA Business to Business Direct Debit Scheme and the SEPA Core Direct Debit Scheme;

"**Services**" means the services, pursuant to the SEPA Core and Business to Business Direct Debit Schemes in respect of executing Collections of direct debits originated by a Creditor, of debiting your Accounts in accordance with the procedures set out in the relevant Rulebook as further described in Clause 2 below (the "Service");

"**Settlement**" means the act that discharges obligations through the Clearing process between a Creditor Bank and us (as Debtor Bank) with respect to the transfer of funds.

1.2 Capitalised terms not defined in this Schedule will be construed in accordance with the relevant Rulebook.

1.3 References to "**Accounts**" will include Accounts maintained at in any of our branches in the European Economic Area and the United Kingdom.

2. THE SERVICE

2.1 You request and authorise us to execute each Collection of a Direct Debit originated by a Creditor in accordance with the relevant Mandate by debiting your Authorised Accounts in accordance with the provisions of the relevant Rulebook.

2.2 You have the right to instruct us to completely prohibit the application of Direct Debits to one or more of your Authorised Accounts.

2.3 In the event that the provisions of this Schedule are inconsistent or conflict with the provisions of the relevant Rulebook, the provisions of the relevant Rulebook will prevail.

2.4 You undertake to us:

- (a) to comply with the provisions of the relevant Rulebook relating to Debtors;
- (b) to comply with the terms of Mandates agreed with your Creditors;

- (c) to claim Refunds only in accordance with the relevant timing requirements set out in the relevant Rulebook and/or the Payment Services Directive or PSRs (as applicable);
 - (d) to resolve any disputed Collection directly with the Creditor concerned, and you acknowledge and accept that our obligations and the obligations of the Creditor Bank under the relevant Rulebook are not subject to claims or defences under the contractual or other arrangements in place between you and the Creditor;
 - (e) at our request, to complete any forms and provide all information that, in our reasonable opinion, are necessary for us to provide or you to receive, the Service; and
 - (f) to notify us immediately if you wish to use another Account in respect of a Collection or if you wish to use an account at another bank, or of any change to any other information contained in the Mandate relevant to the provision by us of the Service.
- 2.5 Where you are using the SEPA Business to Business Direct Debit Scheme, you further undertake to us:
- (a) to notify us immediately if you no longer qualify to participate as a Debtor in the SEPA Business to Business Direct Debit Scheme since you can no longer be classified as a Business Customer under the relevant Rulebook;
 - (b) to provide us immediately with a copy of each new Mandate and any additional information we may require in this respect, so as to enable us to perform our checking obligations under the relevant Rulebook; and
 - (c) to inform us of any amendments to or cancellation of the Mandate before this takes effect and before the due date of the next Collection.
- 2.6 We will inform you of any change to our name, address, BIC Code or other information about us required in the Mandate or otherwise needed for us to effect Direct Debits under this Schedule, and will inform any other party of such changes where required under the relevant Rulebook.

3. REJECTS, RETURNS AND REFUNDS

- 3.1 We will effect all Rejects, Returns and Refunds in respect of your Authorised Accounts in accordance with the relevant Rulebook, even if the relevant Authorised Account is closed.
- 3.2 We are entitled under the provisions of the relevant Rulebook to reject a Collection prior to Settlement, either for technical reasons or because we are unable to accept the Collection for other reasons (including, without limitation, such as the Account is closed, the Account does not accept direct debits, or for such reasons that we may notify you in accordance with Article 79 of the Payment Services Directive or Regulation 82 of the PSRs (as applicable) or our policy). If you wish to initiate a Refusal claim in respect of a Direct Debit prior to Settlement, on your instructions we will reject the Collection in accordance with the provisions of the relevant Rulebook.
- 3.3 We are entitled under the provisions of the relevant Rulebook to return a Collection after Settlement, either for technical reasons or because we are unable to accept the Collection for other reasons (including, without limitation, such as the Authorised Account is closed, the Authorised Account does not accept direct debits, or for such reasons that we may notify you in accordance with Article 79 of the Payment Services Directive or Regulation 82 of the PSRs (as applicable) or our policy). If you wish to refuse a Direct Debit within the applicable time period we will return the Collection in accordance with the provisions of the relevant Rulebook. For the purposes of this Clause, the return can take place up to:
- (a) five (5) Inter-Bank Business Days after the Settlement Date, where you are using the SEPA Core Direct Debit Scheme; or
 - (b) two (2) Inter-Bank Business Days after the Settlement Date, where you are using the SEPA Business to Business Direct Debit Scheme.
- 3.4 Where you are using the SEPA Core Direct Debit Scheme, you are entitled to request a Refund for any Direct Debit within eight (8) weeks from the date on which the amount of the Direct Debit was debited from your Authorised Account. Within this time period we will provide you with a Refund on a no-questions-asked basis, irrespective of whether the Direct Debit payment was authorised or unauthorised.
- 3.5 If your request for a Refund concerns an Unauthorised Transaction, you must present your claim to us within thirteen (13) months of the debit date in accordance with Article 58 of the Payment Services Directive. We will

determine whether a transaction may be considered as being unauthorised in accordance with the procedures set out in the relevant Rulebook.

- 3.6 You acknowledge that obtaining a Refund does not relieve you of your responsibility to resolve any issues in respect of the disputed Collection with the Creditor, nor does the payment of a Refund by us prejudice the outcome of such a dispute.
- 3.7 We will process any Reversal made in your favour by a Creditor.
- 3.8 Without delay, at your request, we will seek all relevant information relating to a Collection and a copy of the relevant Mandate from the Creditor Bank and will provide to you without undue delay such information relating to the Mandate as has been made available to us by the relevant Creditor Bank.
- 3.9 You will resolve, directly with the Creditor, all disputes concerning the commercial relationship between you and the Creditor and any debts due and payment made, or to be made, in respect of such commercial arrangements.

4. PROCESSING

- 4.1 We accept no liability for the processing by any CSM of Direct Debit instructions we receive.
- 4.2 We reserve the right to refuse to process any Direct Debit instructions or effect any Collection, without prior notice, where any such instructions are not transmitted to us in accordance with this Schedule or the relevant Rulebook.

5. LIABILITY

Subject to your rights under the relevant Rulebook:

- 5.1 You are fully and solely liable for the amendment of Mandate characteristics for which you are responsible should one or more of these characteristics change within the lifetime of the Mandate. Such amendments will include any change in the identity of the Authorised Account (either to another account with us or at another Bank). You undertake to immediately clarify any doubts which we may have regarding your or the Creditor's bank details pertaining to any Mandate.
- 5.2 You are also solely liable for conformity with the agreements entered into with Creditors and with this Schedule.
- 5.3 You acknowledge and agree that we or any CSM are in no way connected with agreements entered into between you and any Creditor, and as such have no liability and will not be answerable for any breach pertaining thereto, even where occasioned as a result of our acting on or relying on any Direct Debit instruction.
- 5.4 We will also not be liable for the origin and destination of funds, nor for the content of Direct Debit instructions transmitted to us, and you will have sole liability for the same.
- 5.5 We will process each Direct Debit you transmit to us in accordance with your instructions and we will not be under any obligation to enquire into whether the instruction should have been processed pursuant to the SEPA Business to Business Direct Debit Scheme Rulebook or the SEPA Core Direct Debit Scheme Rulebook.
- 5.6 You will reimburse us for any Refunds or similar payments that we may be liable for in relation to a Direct Debit under the relevant SEPA Direct Debit Scheme where you have made an error as to the applicable type of SEPA Direct Debit Scheme to which the Mandate relates.
- 5.7 Our duties in respect of the Service are limited to those expressly set out in this Schedule, and no duty to check any document or instruction will be implied. Without limitation to Clauses 5 and 6 of the GCAA, we will have no liability whatsoever in connection with this Schedule or the Service provided under this Schedule, other than for any actual damages incurred by you as a direct result of our negligence, fraud or wilful misconduct.
- 5.8 Without limitation to Clause 5.6 of this Schedule, you agree to indemnify us, which, for the avoidance of doubt for the purposes of this Clause 5.8, will include all of the subsidiaries of Bank of America Corporation that provide services to you in connection with this Schedule collectively, and to keep us indemnified on demand from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, fees, charges, costs and expenses (including, without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us arising out of or in connection with:
 - (a) this Schedule;

- (b) the arrangements contemplated by this Schedule;
- (c) your failure to comply with the undertakings set out in Clauses 2.5 and 2.6 of this Schedule (where applicable);
- (d) any Direct Debit instructions and/or our acting or relying on any Direct Debit instructions; or
- (e) us acting on your instructions and processing a Direct Debit under the SEPA Direct Debit Scheme indicated by you as being applicable, where you have made an error as to the type of SEPA Direct Debit Scheme to which the Mandate relates,

except in the event such Damages are directly caused by our negligence, fraud or wilful misconduct. Such indemnity will survive termination of this Schedule. This indemnity is additional to and will not be affected by any other indemnity from you.

6. REPRESENTATIONS AND WARRANTIES

6.1 You represent and warrant to us that:

- (a) where you are using the SEPA Business to Business Direct Debit Scheme you qualify to participate as a Debtor in such scheme and can be classified as a Business Customer under the terms of the Rulebook;
- (b) you will transmit to us Direct Debits under the appropriate SEPA Direct Debit Scheme for us to process and you acknowledge that we have no obligation to enquire into whether you have transmitted your instructions under the appropriate SEPA Direct Debit Scheme.

7. TERMINATION

7.1 We (collectively or singularly) may terminate the Service hereunder effective immediately, and we will send you notice of the termination, if any of the following occurs:

- (a) you breach any of the terms of this Schedule;
- (b) you terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- (c) you fail generally to pay your debts as they become due;
- (d) you voluntarily or involuntarily, become the subject of, or in respect of you any corporate action, legal proceedings or other procedure or step is taken in relation to, any bankruptcy, insolvency, reorganisation, liquidation, receivership, administration or other similar proceeding;
- (e) you initiate, or in respect of you any step is taken in relation to, any composition, compromise, assignment or arrangement with your creditors;
- (f) you seek or become subject to, or in respect of you any corporate action, legal proceedings or other procedure or step is taken in relation to, the suspension of your payments or a moratorium of any of your indebtedness, or the appointment of an administrator, liquidator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official in respect of you or all or any part of your assets;
- (g) you experience a material adverse change in your financial condition or your ability to perform your obligations under this Schedule;
- (h) any analogous event specified in (b) to (g) (inclusive) of this Clause 7.1 occurs;
- (i) where you are using the SEPA Business to Business Direct Debit Scheme, you cease to be eligible to be classified as a Business Customer under the relevant Rulebook; or
- (j) you fail to satisfy the essential operating requirements of the CSM.

7.2 Notwithstanding any such termination, we may debit your Account with us for, and you will pay to us on demand and without undue delay, any sums required to be paid to any Creditor (directly or via another deposit bank) in accordance with the provisions of the relevant Rulebook. This Clause 7.2 will survive termination of the Agreement.

8. GOVERNING LAW AND JURISDICTION

- 8.1 The terms of this Schedule and any non-contractual obligations arising out of or in connection therewith will be governed by and construed in accordance with English law.
- 8.2 Each of the parties irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any disputes and all matters which may arise out of or in connection with this Schedule (including any dispute or matter regarding any non-contractual obligations arising out of or in connection with this Schedule) and that accordingly any proceeding, suit or action which may arise out of or in connection with this Schedule ("**Proceedings**") may be brought in such courts, and that nothing contained in this Schedule will limit our right to take Proceedings against you in any other court of competent jurisdiction, nor will the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Service schedules

Taiwan checking accounts

These terms and conditions are incorporated into and form part of the Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "GCAA") in respect of Accounts maintained in Taiwan. These terms and conditions apply to checking accounts in Taiwan and govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

The terms and conditions of any checking account maintained by you with us with regard to the handling of Dishonoured Negotiable Instruments (defined below) and rejected account records will be governed by the following:

1. LOST CHEQUES

In the event any cheques provided to us by you are lost, stolen or destroyed, you hereby authorise us to take all reasonably required action on your behalf to ensure a stop payment is applied to such check, including without limitation the registration of notice with the Taiwan Clearing House, the posting of a public notice, and the petitioning of a court of competent jurisdiction for an invalidating judgment.

2. ACCOUNT OPENING REVIEWING AND CHANGE OF ACCOUNT OPENING DATA

- (a) When you open an Account, you will fill out a signature card and a receipt for cheques and deliver the same to us. After verification by us with the Taiwan Clearing House and upon receipt of your written request, we will provide blank cheques to you.
- (b) In the event that the data contained in the signature card is changed, you will immediately notify us in writing. If you intend to change your specimen chop, you will fill out a new signature card.
- (c) In the event that you change your name or your responsible person and fail to comply with the preceding paragraph, and such failure is not remedied within one (1) month after we discover the failure and provide notification of the same to you, we may terminate the Agreement and close your Accounts.

3. HANDLING FEES

- (a) When a negotiable instrument issued by you is dishonoured due to insufficient funds, we may collect handling fees from you.
- (b) The handling fees described in the preceding paragraph will not exceed one hundred and fifty percent (150%) of the handling fees that the Taiwan Clearing House collects from us.

4. RECORD

In the event that:

- (a) you have made a Redemption;
- (b) you have deposited a Reserve for Payment;
- (c) there has been Re-Presentation and Payment; or
- (d) other matters occur related to your credit on negotiable instruments within three (3) years after the date on which a check drawn by you,

you may request that we notify the Taiwan Clearing House to record such facts in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

5. LIMITATION OR SUSPENSION ON PROVISION OF BLANK CHEQUES

- (a) We may withhold the issuance of blank cheques to you if: (a) you present Dishonoured Negotiable

Instruments due to insufficient funds or you make frequent Redemptions or frequent deposits of Reserve for Payment or Re-Presentation and Payments after the negotiable instruments have been dishonoured; and/or (b) other abnormal situations occur related to the negotiable instruments.

- (b) We will notify you of the reason for such withholding in writing and you may raise objections if you deem such withholding unreasonable.

In the event that your deposit Account with us is attached, we may suspend the provision of blank cheques. However, the preceding provision will not apply if a Reserve for Payment for the attached amount has been deposited with us.

6. REJECTED ACCOUNT RECORDS

- (a) In the event that negotiable instruments drawn on your checking accounts with any financial institutions have been dishonoured not less than three (3) times in any one (1) year period (on which instruments no recordation of Redemption, no Reserve for Payment and no Re-Presentation and Payment has been made) for any of the reasons stated below or you are sentenced for commission of a crime related to the use of negotiable instruments, we may reject your Account for a period of three (3) years commencing from the date the Taiwan Clearing House declares the dishonours or incidents:
- (i) insufficient funds in your account; or
 - (ii) incorrect chops or signatures of you.
- (b) The Records for each item in the preceding paragraph 11.5(a) will be calculated separately and not in aggregate.

7. TERMINATION

If your Account has been rejected, you will close the Account and return all unused blank cheques to us within one month after receipt of our notice to do so. IF YOU FAIL TO CLOSE THE ACCOUNT WITHIN ONE MONTH, WE MAY CLOSE THE ACCOUNT, AND PLACE THE BALANCE OF THE FUNDS HELD IN THE ACCOUNT IN A SEPARATE ACCOUNT IN OUR NAME (THE "**HOLDING ACCOUNT**") PENDING YOUR INSTRUCTIONS AS TO THE DISPOSAL OF SUCH BALANCES. YOU WILL NOT RECEIVE INTEREST ON SUCH BALANCES HELD IN A HOLDING ACCOUNT.

8. TEMPORARILY RESUMED TRANSACTIONS ON COMPANY REORGANISATION

- (a) If you are a company which has obtained an approval for reorganisation from a court before the period of Account Rejection has expired, you may request that we notify the Taiwan Clearing House to make a Record of such reorganisation and we may temporarily resume transactions with you once the reorganisation has been recorded.
- (b) In the event a negotiable instrument is dishonoured due to insufficient funds after the date of the temporary resumption of transactions, but before the expiry date of the initial Account Rejection, we may reject your Account for a period of three (3) years commencing from the date on which the Taiwan Clearing House declares the dishonour.

9. REQUEST FOR RESUMPTION OF TRANSACTIONS

If, after you are subject to an Account Rejection, any of the following circumstances occur, with our consent you may request a new Account and, assuming we agree to open such Account, resume transactions:

- (a) the period for Account Rejection has expired; or
- (b) recording by the Taiwan Clearing House of the Redemption, Reserve for Payment or Re-Presentation and Payment in respect of each of the Dishonoured Negotiable Instruments which resulted in the Account Rejection and in respect of each of the other Negotiable Instruments which had been dishonoured after the Account Rejection.

10. MAINTENANCE OF DATA AND INQUIRIES

You agree that we may provide your information to the Taiwan Clearing House and use the Taiwan Clearing House as a data centre for maintaining Records of Dishonoured Negotiable Instruments and rejected account records. You also

agree that such Taiwan Clearing House may make your Record of Dishonoured Negotiable Instruments and rejected account records and all other data related to the your credit on negotiable instruments available for inquiry by us and other third parties.

11. DEFINITIONS

For the purpose of this Schedule, the following terms have the following meaning:

"Account Rejection" means refusal by a financial institution to handle transactions through your checking Account.

"Dishonoured Negotiable Instruments" means negotiable instruments on which a financial institution has refused to make payment and returned together with a completed dishonoured slip.

"Record" means the records kept by the Taiwan Clearing House in respect of any dishonours, Redemptions and other facts relevant to your credit on negotiable instruments, which records are available for inquiry.

"Redemption" means the redemption by you of a Dishonoured Negotiable Instrument by payment of the amount due or the like, where such Dishonoured Negotiable Instrument was dishonoured due to: (i) insufficient funds in the account or (ii) incorrect chops or signatures.

"Re-Presentation and Payment" means the re-presentation of a Dishonoured Negotiable Instrument and payment thereon from the checking Account or "other payables" account.

Service schedules

Verification of payee account services

These terms and conditions are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement (the "GCAA") in respect of Accounts maintained at any of our branches in the European Economic Area and the United Kingdom. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant term has been amended by the Jurisdiction Schedule, in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

1. A new Clause 6.6 is to be inserted as follows:

"Subject to Clause 6.3(a), you agree that we will not be liable for any loss, damage, cost or expense that you may suffer or incur: (i) if we act on instructions provided by you where you are notified that the relevant beneficiary account holder name and/or other account details given in connection with the instruction match, do not match (in part or in full) or where no confirmation is given in this respect; and (ii) as a result of you relying on any confirmations provided to us by the beneficiary's account provider or other relevant third parties."

2. Clause 10.4(d) is replaced as follows:

"(i) verifying identity, conducting fraud detection, prevention and investigation, conducting "know your customer"/anti-money-laundering and economic sanctions procedures, performing risk management, including credit risk analysis and credit assessments; and (ii) confirming account name, account number and other account related details in each case for both mandatory and voluntary services or schemes (including all related functionality); and"

3. Clause 10.5(c) is replaced as follows:

"(i) payment, banking and communications infrastructure providers, including SWIFT, central, correspondent and other banks and financial institutions, clearing houses and clearing systems, operators of private or common carrier communication or transmission facilities, time-sharing suppliers and mail and courier services, for Fulfilment Purposes; and (ii) users and operators of any services or schemes which support fraud detection, prevention and investigation including for the purposes of confirming account name, account number and other account related details;"

Entity type schedules

Financial institution schedule

Fund manager schedule

Umbrella fund schedule

Entity type schedules

Financial institution schedule

1. APPLICATION

- 1.1 These terms and conditions will apply where you are a financial or credit institution, or provide financial or payment services.
- 1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

2. ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 2.1 On opening an Account and on a continuing basis, you represent and warrant to us that:
- (a) you are responsible for full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations of all applicable jurisdictions, including without limitation each of the jurisdictions in which any Account is and/or you are located;
 - (b) you will not use the Accounts or our products and services to engage either directly or indirectly in business with a financial institution that does not have a physical presence in any jurisdiction;
 - (c) you will perform on-going customer due diligence with respect to your customers in a manner that ensures compliance with applicable jurisdictional requirements;
 - (d) you will not allow your customer or any third party to directly access the Accounts or our products and services provided by us without our prior knowledge and express written consent;
 - (e) you have implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Accounts, products and services provided by us;
 - (f) you acknowledge that in addition to any of our other rights under the Agreement we may intercept and investigate payment instructions; make further inquiries and, where required, block or reject services due to domestic or global economic or trade-based sanctions; and
 - (g) you will not use your Account or any of our products and services for illegal purposes or transactions.
- 2.2 In the event that we permit you to provide your customer or a third party with direct access to Accounts or our products and services, you will provide us evidence, on our request, of the anti-money laundering controls of the third parties to whom you offer these services, including but not limited to providing a list of customer names and information that allows us to readily identify them in a manner consistent with our anti-money laundering programme requirements.
- 2.3 We will not be liable for any related loss or negative outcome resulting from the failure of your compliance with the representations and warranties set out in this Schedule.

3. JURISDICTION SPECIFIC PROVISIONS

- 3.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

Spain

- 3.2 In Clause 2.1 (d) of this Schedule the following terms are disappplied:

"without our prior knowledge and express written consent"

3.3 Clause 2.2 of this Schedule is disappplied.

Germany

3.4 In Clause 2.3 of this Schedule a new paragraph is inserted as follows:

"The limitations set out in this Clause 2.3 will not apply in respect of liabilities for (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."

Entity type schedules

Fund manager schedule

1. APPLICATION

- 1.1 These terms and conditions will apply where you are a fund manager ("**Fund Manager**") or trustee ("**Trustee**") acting on behalf of one or more funds (each a "**Fund**") and the Accounts are held by you solely in your capacity as agent, nominee, designee or trustee (as applicable) for and on behalf such Funds. For this purpose, a Fund will include any collective investment scheme as defined under Applicable Law including, in the case of a Fund that is an umbrella fund, sub-funds in the umbrella fund.
- 1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement ("**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.
- 1.3 By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the beneficial owner of the Accounts.

2. FUND LIST

- 2.1 You will provide us (by separate document acceptable to us) a list of the Funds in respect of which we have agreed to provide services under the Agreement (the "**Fund List**").
- 2.2 The Fund List must contain for each Fund the information as specified therein (the "**Required Information**"). You may add additional Funds to the Fund List with our prior written consent.
- 2.3 Should any of the Required Information become out of date, you will immediately notify us of that fact and provide updated information accordingly.
- 2.4 You agree that we are not obliged to provide any products or services in respect of any Fund that has not been approved by us or in respect of which the Required Information has not been provided to, or is not acceptable to, us.
- 2.5 You agree and are authorised, as agent of each Fund on the Fund List, to bind each such Fund to the Agreement.

3. OMNIBUS ACCOUNTS AND OVERDRAFTS

- 3.1 We will establish and maintain one or more Accounts in which money for each Fund on the Fund List will be held (each an "**Omnibus Account**").
- 3.2 You agree and acknowledge that you are responsible for keeping records of each Fund's money and assets and performing reconciliations of each Fund's money and assets in accordance with its constitutional documents and Applicable Law, and that we have no such responsibility. We will, however, keep records of the gross balance of and all transactions effected in respect of each Omnibus Account and provide statements of each Omnibus Account to you with the frequency agreed under Clause 8.5 of the GCAA.
- 3.3 You will take all reasonable steps to ensure that you only submit instructions to us to effect a transaction in respect of a Fund on the Fund List where, at the time that the transaction is to be effected:
 - 3.3.1 there are sufficient cleared funds belonging to the Fund in the relevant Omnibus Account to effect the transaction; or
 - 3.3.2 you have sufficient assets of the Fund in your possession or control to meet the Fund's obligations in respect of the transaction.
- 3.4 You agree and acknowledge that we are under no obligation to allow any Omnibus Account to become overdrawn in order to effect any transaction.

- 3.5 You agree and acknowledge that you are responsible for ensuring that the monies of each Fund are at all times identifiable by you in accordance with your records and that (subject to the terms of each Fund's constitutional documents) no Fund may have recourse to money or assets belonging to any other Fund in the event of a shortfall. In the event that, on reconciling your records of a Fund's cleared and uncleared monies, you become aware that an instruction has been submitted in respect of which there were or are insufficient cleared funds in the relevant Omnibus Account to effect the relevant transaction, you must promptly notify us of that fact and the identity of the relevant Fund. Without prejudice to Clause 3.4 of this Schedule, in the event that an Omnibus Account becomes overdrawn as a result of one or more transactions:
- 3.5.1 the relevant Fund will be charged interest on the overdrawn amount at a rate notified by us from time to time and must, on demand, repay the overdrawn amount and pay any accrued interest on that amount; and
- 3.5.2 in the event that the relevant Fund has insufficient assets to repay any overdraft and accrued interest in full, you agree to indemnify us on demand against any shortfall.
- 3.6 For the avoidance of doubt, any interest that accrues on any overdraft balance in accordance with Clause 3.5 of this Schedule will be payable by the Fund on whose behalf the relevant transaction was effected and we will not have recourse to the assets of any other Fund managed by you in respect of any overdraft balance.
- 3.7 We may, at any time, require the payment on demand of the debit balance on any Omnibus Account notwithstanding the existence of a credit balance on any other Omnibus Account.

4. SET-OFF

- 4.1 Clause 4.2.1 of this Schedule applies only in circumstances where an Omnibus Account has funds belonging to just one Fund. Clause 4.2.2 of this Schedule applies only in cases in which an Omnibus Account has funds belonging to more than one Fund.
- 4.2 In addition to our rights as expressed in Clause 7 of the GCAA, we may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment):
- 4.2.1 in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any money held in any such Omnibus Accounts (or other accounts containing money belonging to the Fund not subject to the Agreement) in any currency towards payment of any amount owing by the relevant Fund to us, even if the Omnibus Accounts (or other accounts) are at different branches. We will also be entitled to accelerate the maturity of any fixed term deposit made by or on behalf of the Fund. For the purposes of this Clause 4.2.1, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary; and
- 4.2.2 in circumstances in which an Omnibus Account has funds belonging to more than one Fund, retain, apply or set off any part of the balance in the Omnibus Account standing to the credit of any Fund in any currency towards payment of any amount owing by that Fund (but not any other Fund) to us and (for this purpose) effect any currency conversion or transfer between the Omnibus Account and any other account of any such funds.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 On your own behalf and on behalf of each Fund you represent and warrant to us and agree that:
- 5.1.1 you and each Fund (as applicable) each have all necessary authority, capacity, powers, consents, licences and authorisations and have taken all necessary action to enable you/them to lawfully to enter into and perform the terms set out in the Agreement;
- 5.1.2 each person agreeing to the Agreement has been duly authorised to do so;
- 5.1.3 the Agreement and the obligations created hereunder are binding on, and are enforceable against, you and/or each Fund (as applicable) in accordance with its terms (subject to any applicable principles of

equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you or any Fund is bound;

- 5.1.4 each Fund is the beneficial owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect of those assets, those assets are:
- (a) free and clear of any assignment, power granted to third party, mortgage, charge, pledge, lien, security interest or encumbrance (of any nature whatsoever) or interest, right or claim of any third party or other priority claim; and
 - (b) without any significant security arrangements affecting the ownership of the assets;
- 5.1.5 any information (including any Required Information) which you provide, or have provided, to us in respect of either you or any Fund is complete and accurate and not misleading in any material respect; and
- 5.1.6 you and each Fund have, at all times, all regulatory authorities necessary to undertake your respective businesses and are in all material respects in compliance with all Applicable Law.

6. COVENANTS

- 6.1 On your own behalf and on behalf of each Fund, you covenant to us that you will:
- 6.1.1 provide to us on request as soon as reasonably practicable any information requested by us (including any Required Information and copies of the relevant sections of each Fund's constitutional documents relating to its capacity to appoint an agent to act on its behalf) and update any Required Information on a six-monthly basis or at such other times as we may reasonably request;
 - 6.1.2 ensure at all times that you and each Fund obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, capacity, powers, consents, licences and authorisations required by Applicable Law in respect of you and each Fund;
 - 6.1.3 promptly notify us if any of the representations or warranties set out in the Agreement ceases to be correct or of any other developments which would be of relevance to our relationship with you or any Fund, including without limitation when you cease to be the Fund Manager or the Trustee of the Fund or, if there is a breach of any of your or the Fund's undertakings or if any circumstances change in relation to them; and
 - 6.1.4 in respect of each Fund, ensure that either you or the relevant Fund:
 - (a) maintain books and records of each Fund's assets and, when requested by us, makes those books and assets available to us; and
 - (b) maintain records of the amounts in the Omnibus Account belonging to each Fund, in circumstances where an Omnibus Account contains amounts belonging to more than one Fund.

7. INSOLVENCY AND TERMINATION

- 7.1 In addition to our rights as expressed in Clause 9 of the GCAA, should an insolvency event relating to any Fund occur, we may immediately and without notice close the relevant Omnibus Accounts and terminate the relationship with you and/or the relevant Fund. Any affected Omnibus Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal as agent, nominee or designee (as applicable) for and on behalf of the relevant Fund, (provided that you ensure the balance is dealt with in compliance with all Applicable Law and the constitutional documents of each relevant Fund). Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstanding and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Omnibus Accounts out of the assets of the relevant Fund. Thereafter any outstanding amounts owed to us in respect of affected Omnibus Accounts will accrue debit interest in accordance with Clause 7.1 of the GCAA.

8. MISCELLANEOUS

- 8.1 You agree (on your own behalf and on behalf of each Fund) that no Fund may assign, grant power, mortgage, or create or permit to subsist any lien, security interest or encumbrance (of any nature whatsoever) or any interest, right or claim of any third party on or with respect to, any of any Fund's rights or interest in or to any Omnibus Account (including credit balances) except in our favour or with our prior written consent.
- 8.2 You will advise us without delay of any change in any Fund's legal status, name, address or capacity or rights with respect to an Omnibus Accounts and of any other change affecting your or any Fund's business relations with us (including, without limitation, the appointment of any insolvency officer in respect of any Fund). Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.
- 8.3 You agree (on your behalf and on behalf of each Fund) that we will not be liable for any losses or damages that you or any Fund may suffer or incur in relation to Omnibus Accounts if we act on Instructions provided by:
 - 8.3.1 electronic mail, whether or not authorised by an Account Signatory;
 - 8.3.2 facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
 - 8.3.3 SWIFT (authenticated or otherwise) message, whether or not authorised, provided only that, in the case of sub-clauses 8.3.1 or 8.3.2 above, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 8.4 In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 8.5 In respect of any breach of the Agreement relating to the assets of any particular Fund in any Omnibus Account our rights in respect of those assets will apply in respect of the assets of that Fund only and not in respect of the assets of any other Fund in the relevant Omnibus Accounts. This will be without prejudice to our rights as against you in respect of any breach of the Agreement.

9. JURISDICTION SPECIFIC PROVISIONS

- 9.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

Germany

- 9.2 Clause 4.2.1 of this Schedule is replaced as follows:

"in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any obligations due towards payment of any amount owing by the relevant Fund to us even if the Omnibus Accounts (or other accounts) are at different branches; and"

- 9.3 A new Clause 4.3 is inserted into this Schedule as follows:

"For the purposes of Clause 4 of this Schedule, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary."

9.4 The first sentence of Clause 5.1.4 of this Schedule is replaced as follows:

"each Fund is the beneficial owner (wirtschaftlich Berechtigter) of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:"

9.5 In Clause 8.3 of this Schedule a new paragraph will be inserted as follows:

"The limitations set out in this Clause 8.3 will not apply in respect of liabilities for: (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."

9.6 Clause 8.4 of this Schedule is replaced as follows:

*"In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement."*

Indonesia

9.7 Clause 1.3 of this Schedule is replaced as following:

"By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the owner of the Accounts."

9.8 The first sub-paragraph of Clause 5.1.4 of this Schedule is replaced with the following:

"each Fund is the owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect of those assets, those assets are:"

Entity type schedules

Umbrella fund schedule

1. APPLICATION

- 1.1 These terms and conditions will apply where you are an umbrella fund (the "**Fund**") and the Accounts are held by you. For this purpose, an "**umbrella fund**" will include any collective investment scheme as defined under Applicable Law with separate legal personality that has the power to establish one or more sub-funds with segregated assets and liabilities.
- 1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement ("**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

2. SUB-FUNDS

- 2.1 You will provide us (by providing a completed document as may be acceptable to us) with a list of the sub-funds established by you (each a "**Sub-fund**"), in respect of which we have agreed to provide services under the Agreement (the "**Fund List**"). The Fund List must contain for each Sub-fund the information set out in such document (the "**Required Information**"). You may add additional Sub-funds to the Fund List with our prior written consent.
- 2.2 Should any of the Required Information become out of date, you will immediately notify us of that fact and provide updated information accordingly.
- 2.3 You agree that we are not obliged to provide any products or services in respect of any Sub-fund that has not been approved by us or in respect of which the Required Information has not been provided to, or is not acceptable to, us.
- 2.4 You agree on behalf of each Sub-fund on the Fund List to bind each such Sub-fund to the Agreement.

3. OMNIBUS ACCOUNTS AND OVERDRAFTS

- 3.1 We will establish and maintain one or more Accounts in which money for each Sub-fund on the Fund List will be held (each an "**Omnibus Account**").
- 3.2 You agree and acknowledge that you are responsible for keeping records of each Sub-fund's money and assets and performing reconciliations of each Sub-fund's money and assets in accordance with its and/or your constitutional documents (as applicable) and Applicable Law, and that we have no such responsibility. We will, however, keep records of the gross balance of and all transactions effected in respect of each Omnibus Account and provide statements of each Omnibus Account to you with the frequency agreed under Clause 8.5 of the GCAA.
- 3.3 You will take all reasonable steps to ensure that you only submit instructions to us to effect a transaction in respect of a Sub-fund on the Fund List where, at the time the transaction is to be effected:
 - 3.3.1 there are sufficient cleared funds belonging to the Sub-fund in the relevant Omnibus Account to effect the transaction; or
 - 3.3.2 you have sufficient assets of the Sub-fund in your possession or control to meet the Sub-fund's obligations in respect of the transaction.
- 3.4 You agree and acknowledge that we are under no obligation to allow any Omnibus Account to become overdrawn in order to effect any transaction.
- 3.5 You agree and acknowledge that you are responsible for ensuring that the monies of each Sub-fund are at all times identifiable by you in accordance with your records and that (subject to the terms of each Sub-fund's

and/or your constitutional documents (as applicable)) no Sub-fund may have recourse to money or assets belonging to any other Sub-fund in the event of a shortfall. In the event that, on reconciling your records of a Sub-fund's cleared and uncleared monies, you become aware that an instruction has been submitted in respect of which there were or are insufficient cleared funds in the relevant Omnibus Account to effect the relevant transaction, you must promptly notify us of that fact and the identity of the relevant Sub-fund. Without prejudice to Clause 3.4 of this Schedule, in the event that an Omnibus Account becomes overdrawn as a result of a transaction:

- 3.5.1 the relevant Sub-fund will be charged interest on the overdrawn amount at a rate notified by us from time to time;
 - 3.5.2 must, on demand, repay the overdrawn amount and pay any accrued interest on that amount; and
 - 3.5.3 in the event that the relevant Sub-fund has insufficient assets to repay any overdraft and accrued interest in full, you agree to indemnify us on demand against any shortfall.
- 3.6 For the avoidance of doubt, any interest that accrues on any overdraft balance in accordance with Clause 3.5 of this Schedule will be payable by the Sub-fund on whose behalf the relevant transaction was effected and we will not have recourse to the assets of any other Sub-fund in respect of any overdraft balance.
- 3.7 We may, at any time, require the payment on demand of the debit balance on any Omnibus Account notwithstanding the existence of a credit balance on any other Omnibus Account.

4. SET-OFF

- 4.1 Clause 4.2.1 of this Schedule applies only in circumstances where an Omnibus Account has funds belonging to just one Sub-fund. Clause 4.2.2 of this Schedule applies instead of Clause 4.2.1 of this Schedule only in cases in which an Omnibus Account has funds belonging to more than one Sub-fund.
- 4.2 In addition to our rights as expressed in Clause 7 of the GCAA, we may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment):
- 4.2.1 in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Sub-fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Sub-fund may have with us not subject to the Agreement) or retain, apply or set-off any money held in any such Omnibus Accounts (or other accounts containing money belonging to the Sub-fund not subject to the Agreement) in any currency towards payment of any amount owing by the relevant Sub-fund to us, even if the Omnibus Accounts (or other accounts) are at different branches. We will also be entitled to accelerate the maturity of any fixed term deposit made by or on behalf of the Sub-fund. For the purposes of this Clause 4.2.1, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary; and
 - 4.2.2 in circumstances in which an Omnibus Account has funds belonging to more than one Sub-fund, retain, apply or set off any part of the balance in the Omnibus Account standing to the credit of any Sub-fund in any currency towards payment of any amount owing by that Sub-fund (but not any other Sub-fund) to us and (for this purpose) effect any currency conversion or transfer between the Omnibus Account and any other account of any such funds.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 On your own behalf and on behalf of each Sub-fund, you represent and warrant to us and agree that:
- 5.1.1 you and each Sub-fund (as applicable) each have all necessary authority, capacity, powers, consents, licences and authorisations and have taken all necessary action to enable you/them to lawfully enter into and perform the terms set out in the Agreement;
 - 5.1.2 each person agreeing to the Agreement has been duly authorised to do so;
 - 5.1.3 the Agreement and the obligations created hereunder are binding on, and are enforceable against, you and each Sub-fund in accordance with its terms (subject to any applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you

or any Sub-fund is bound;

- 5.1.4 each Sub-fund is the beneficial owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Sub-fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:
 - 5.1.4.1 free and clear of any assignment, power granted to third party, mortgage, charge, pledge, lien, security interest or encumbrance (of any nature whatsoever) or interest, right or claim of any third party or other priority claim; and
 - 5.1.4.2 without any significant security arrangements affecting the ownership of the assets;
- 5.1.5 any information (including any Required Information) which you provide, or have provided, to us in respect of either you or any Sub-fund is complete and accurate and not misleading in any material respect; and
- 5.1.6 you and each Sub-fund have, at all times, all regulatory authorities necessary to undertake your respective businesses and are in all material respects in compliance with all Applicable Law.

6. COVENANTS

- 6.1 On your own behalf and on behalf of each Sub-fund, you covenant to us that you will:
 - 6.1.1 provide to us on request as soon as reasonably practicable any information requested by us (including any Required Information and copies of the relevant sections of each Sub-fund's and/or your constitutional documents (as applicable) relating to the establishment of Sub-funds and your ability to act on behalf of Sub-funds) and update any Required Information on a six-monthly basis or at such other times as we may reasonably request;
 - 6.1.2 ensure at all times that you (and each Sub-fund) obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, capacity, powers, consents, licences and authorisations required by Applicable Law in respect of you and each Sub-fund;
 - 6.1.3 promptly notify us if any of the representations or warranties set out in the Agreement ceases to be correct or of any other developments which would be of relevance to our relationship with you or any Sub-fund, if there is a breach of any of the undertakings set out herein or if any circumstances change in relation to them;
 - 6.1.4 maintain books and records of each Sub-fund's assets and, when requested by us, makes those books and assets available to us; and
 - 6.1.5 maintain records of the net position of each Sub-fund's funds in the Omnibus Account, in circumstances where an Omnibus Account has funds belonging to more than one Sub-fund.

7. INSOLVENCY AND TERMINATION

- 7.1 In addition to our rights as expressed in Clause 9 of the GCAA, should an insolvency event relating to any Sub-fund occur, we may immediately and without notice close the relevant Omnibus Accounts and terminate the relationship with you and/or the relevant Sub-fund. Any affected Omnibus Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal for the account of the relevant Sub-fund (provided that you ensure that the balance is dealt with subject to compliance with Applicable Law and your constitutional documents and/or those of each relevant Sub-funds (as applicable)). Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Omnibus Accounts out of the assets of the relevant Sub-fund. Thereafter any outstanding amounts owed to us in respect of affected Omnibus Accounts will accrue debit interest in accordance with Clause 7.1 of the GCAA.

8. MISCELLANEOUS

- 8.1 You agree (on your own behalf and on behalf of each Sub-fund) that neither you nor any Sub-fund may assign, grant power, mortgage, or create or permit to subsist any lien, security interest or encumbrance (of any nature whatsoever) or any interest, right or claim of any third party on or with respect to any of your or any Sub-fund's rights, or interest in or to any Omnibus Account (including credit balances) except in our favour or with our prior written consent.
- 8.2 You will advise us without delay of any change in the legal status, name, address or capacity of either you or any Sub-fund, or any change in your or any Sub-fund's rights with respect to an Omnibus Accounts and of any other change affecting your and/or any Sub-fund's business relations with us (including, without limitation, the appointment of any insolvency officer in respect of you or any Sub-fund, if applicable). Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.
- 8.3 You agree that we will not be liable for any losses or damages that you or any Sub-fund may suffer or incur in relation to Omnibus Accounts if we act on Instructions provided by:
- 8.3.1 electronic mail, whether or not authorised by an Account Signatory;
 - 8.3.2 facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
 - 8.3.3 SWIFT (authenticated or otherwise) message, whether or not authorised, provided only that, in the case of sub-clauses 8.3.1 or 8.3.2 above, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 8.4 In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you and each Sub-fund agree to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 8.5 In respect of any breach of the Agreement relating to the assets of any particular Sub-fund in any Omnibus Account, our rights in respect of those assets will apply in respect of the assets of that Sub-fund only and not in respect of the assets of any other Sub-fund in the relevant Omnibus Accounts. This will be without prejudice to our rights as against you in respect of any breach of the Agreement.

9. JURISDICTON SPECIFIC PROVISIONS

- 9.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

Germany

- 9.2 Clause 4.2.1 of this Schedule is replaced as follows:

"in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Sub-fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Sub-fund may have with us not subject to the Agreement) or retain, apply or set-off any obligations due towards payment of any amount owing by the relevant Sub-fund to us even if the Omnibus Accounts (or other accounts) are at different branches; and"

- 9.3 A new Clause 4.3 is inserted into this Schedule as follows:

"For the purposes of Clause 4 of this Schedule, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary."

- 9.4 The first sentence of Clause 5.1.4 of this Schedule is replaced as follows:

"each Sub-fund is the beneficial owner (wirtschaftlich Berechtigter) of all monies and/or other assets deposited

with or otherwise held by us on behalf of that Sub-fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:"

9.5 In Clause 8.3 of this Schedule a new paragraph will be inserted as follows:

"The limitations set out in this Clause 8.3 will not apply in respect of liabilities for (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."

9.6 Clause 8.4 of this Schedule is replaced as follows:

*"In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you and each Sub-fund agree to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement."*

Indonesia

9.7 The first sub-paragraph of Clause 5.1.4 of this Schedule is replaced with the following:

"each Sub-fund is the owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Sub-fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:"