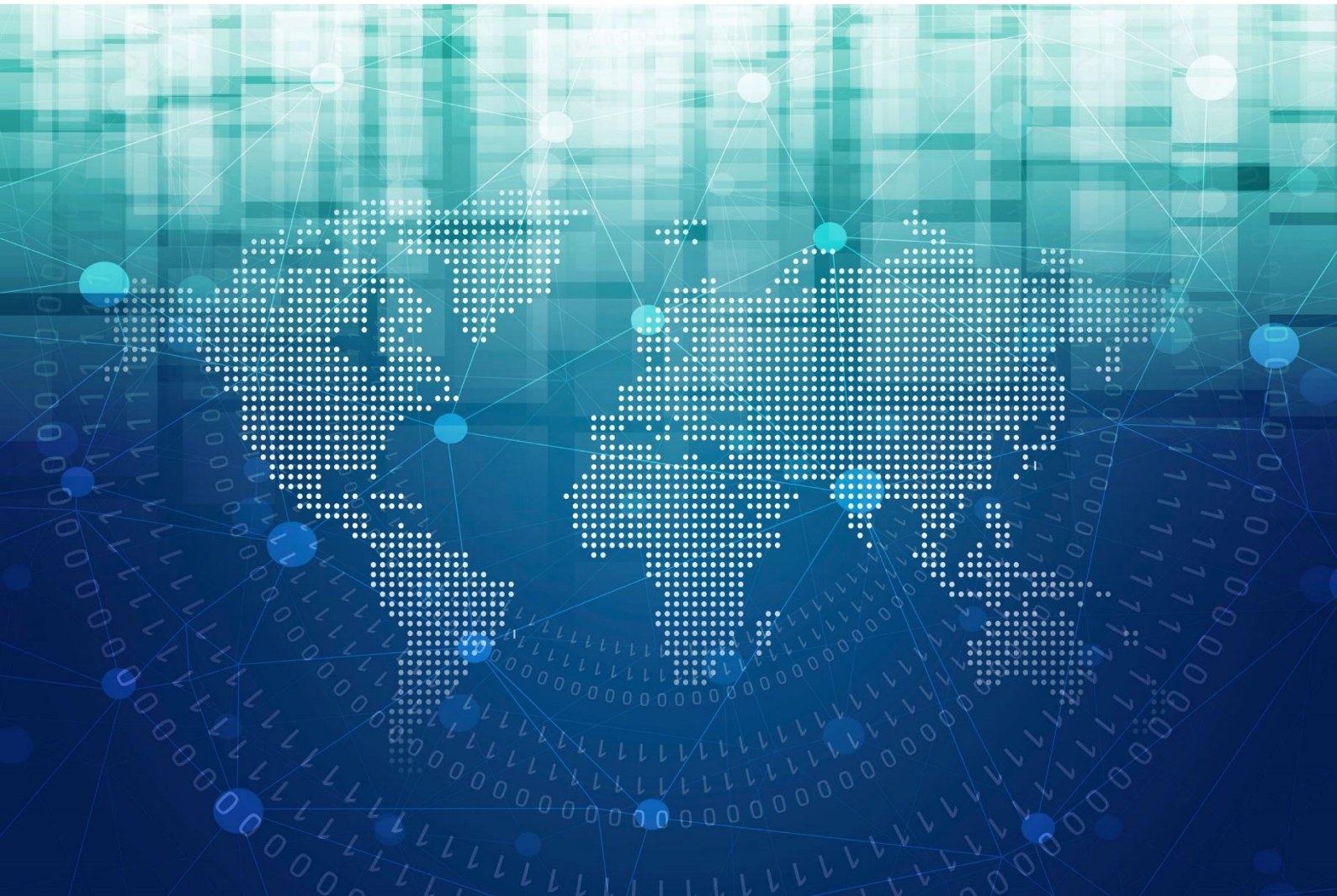




Global Client Account Agreement



UPCOMING UPDATES

1/2024

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This document summarises and/or shows only those clauses and/or paragraphs of the Agreement (as defined below) that have been updated. Amended clauses and/or paragraphs are set out from page 9 with updates reflected as follows:

Words with an underline denote wording that has been added or changed;

Words ~~with a strikethrough~~ denote wording that has been deleted.

Please refer to the Full English GCAA ([here](#)) for the remaining parts of such clauses and/or paragraphs.

GCAA Summary Update – 1/2024

This document summarises certain updates to the Global Client Account Agreement (GCAA) and applicable Schedules and supporting documents (as amended, varied, supplemented or substituted from time to time, together, the “**Agreement**”). Capitalised terms not otherwise defined in this document, have the meanings given to them in the Agreement.

These updates to the Agreement are effective:-

- (i) in respect of Entities on-boarded before **30 May, 2024**, from **5 August, 2024**; or
- (ii) in respect of Entities on-boarded on or after **30 May, 2024**, from the execution of the Account Opening Form; or
- (iii) as otherwise set out in this document, or notified by us.

A. GLOBAL CLIENT ACCOUNT AGREEMENT - ACCOUNT OPENING FORM (“AOF”)

- Paragraph 1.4(b) has been replaced to align reference to the title of the Global Banking and Global Markets Data Privacy Notice web page where data privacy notices are accessed, to provide a single link/URL to this web page and to incorporate a new definition (“DPN”). The new paragraph is set out on page 9 of this document;
- Paragraph 2.10 is replaced or added if not already included in your AOF, as the case may be and with necessary paragraph numbering adjustments to your particular AOF, to introduce the “*For Australian Small Business Only*” clause, which is in reference to the newly added Australia Small Businesses Entity Type Schedule;
- Paragraph 2.11 (“*For Spanish Accounts Only*”) has been added if not already included in your AOF or renumbered, as the case may be with necessary paragraph numbering adjustments to your particular AOF, to reflect regulatory and clarificatory guidance in relation to your Accounts maintained in Spain;
- A new paragraph 2.12 (“*For Irish Accounts Only*”) has been added, with the necessary paragraph numbering adjustments to your particular AOF, setting out terms which will be applicable to Accounts in Ireland supporting payment services in relation to certain European jurisdictions where we do not have a physical presence;
- Paragraph 2.13 (“*Interpretation*”) has been added if not already included in your AOF or renumbered, as the case may be with the necessary paragraph numbering adjustments to your particular AOF; and
- The footnotes containing the full extension of the hyperlinks/*click here’s* to the web page addresses to which the AOF refers to from time to time (“hyperlink extensions”), and typically shown at the bottom of page 1 of the AOF have now been moved to page 4 of the AOF, inserted in a separate section of the AOF now accessible for the user to copy, paste or type into another browser of the user’s choice, should such hyperlinks/*click here’s* not work directly from the AOF. If your AOF does not include hyperlink extensions, the following hyperlink extensions are added to your AOF, which can be typed into a browser of your choice if the relevant hyperlinks/*click here’s* in your AOF do not work directly from your AOF:
 - Paragraph 1.1(b) of the AOF (Global Client Account Agreement):
<https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa.pdf>
 - Paragraph 1.4(b) of the AOF (Privacy Notice):
^[3] <https://business.bofa.com/en-us/content/global-privacy-notices.html>

- Consent to provision of Electronic Documents:
<https://cashproonline-ex-static-proddb.bankofamerica.com/PHXcms/public/content/cashproonline/html/CashProOnline/OnlinePrivacyPolicy/OnlinePrivacyPolicy.html>
- Consent to Canadian Deposit Disclosure:
<https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa-english.pdf#canada>

B. GCAA CORE AGREEMENT

- Clause 4.4(b) has been correctly renumbered;
- Clauses 10.4(e) and 10.7 have been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF (mentioned above);
- Clause 10.8 has been amended to add “10.5” before “(d)”;
- Clause 13.1 has been amended to add “13.1” after reference to “this Clause”; and
- Clause 13.9 has been amended to insert a space between “written” and “consent”.

C. JURISDICTION SCHEDULES**MEXICO:**

- Paragraph 32.2 has been amended by deleting the duplicated number “32.2” before the words “In connection to” in the next paragraph.

BELGIUM:

- Paragraph 1 has been amended to correct reference to the UK & EEA Payment Services Schedule.

FRANCE:

- Paragraphs 1 and 8 have been amended to correct references to the UK & EEA Payment Services Schedule.

GERMANY:

- Paragraphs 1 and 17.1 have been amended to correct references to the UK & EEA Payment Services Schedule; and
- Paragraph 8 has been amended to add a space between “reasonable” and “discretion”.

GREECE:

- Paragraphs 1 and 6 have been amended to correct references to the UK & EEA Payment Services Schedule.

IRELAND:

- Paragraphs 1 and 2 have been amended to correct references to the UK & EEA Payment Services Schedule; and
- Paragraph 1 has also been amended to include that in the event of any discrepancy between the additional terms and conditions and any other terms of the GCAA, the additional terms and conditions govern.

ITALY:

- Paragraph 1 has been amended to correct reference to the UK & EEA Payment Services Schedule;

- Paragraph 2 has been deleted, and the subsequent paragraphs and relevant clauses within this Schedule have been renumbered accordingly;
- Paragraph 4 has been amended to include language required to reflect recent updates to relevant regulations in Italy;
- Paragraph 7 has been amended to insert a space between “being” and “applied”;
- Paragraph 10 has been amended to include language required to reflect recent updates to relevant regulations in Italy;
- Paragraph 11 has been amended to include language required to reflect recent updates to relevant regulations in Italy; and
- Paragraph 12 has been amended to include language required to reflect recent updates to relevant regulations in Italy.

LUXEMBOURG:

- A new Jurisdiction Schedule has been added for the Luxembourg branch of Bank of America Europe DAC.

SPAIN:

- Paragraph 1 has been amended to correct reference to the UK & EEA Payment Services Schedule and to insert a space between “the” and “Agreement” in the final sentence; and
- Paragraph 1 has also been amended to specify that reference to the “Spanish appendix” is made solely “where applicable” (and in respect of clients that have executed the GCAA prior to the date of this Summary Update Document). Please also refer to Point A above of this Summary Update Document for further information.

SWITZERLAND:

- Paragraph 10 has been amended to insert a space between “created” and “thereunder” at the definition of “Bail-in Legislation”.

THE NETHERLANDS:

- Paragraph 1 has been amended to correct reference to the UK & EEA Payment Services Schedule; and
- Paragraph 1 has also been amended to include that in the event of any discrepancy between the additional terms and conditions and any other terms of the GCAA, the additional terms and conditions govern.

UNITED KINGDOM:

- Paragraph 1 has been amended to correct reference to the UK & EEA Payment Services Schedule.

UK & EEA PAYMENT SERVICES SCHEDULE:

- Paragraph 1.3(a) has been amended to insert a space between “;” and “and”;
- Paragraph 1.4 has been deleted;
- Paragraph 3.1 has been amended to delete the space before the comma after “as applicable”;
- Paragraph 4.1(a) has been amended to: (i) insert a space between “of” and “the”; and (ii) replace the comma with a semicolon;
- Paragraph 4.1 has been amended in the second limb to delete the extra space after “applicable”;
- Paragraph 5.3 has been correctly renumbered;
- Paragraph 5.6 has been amended to: (i) correct references to paragraphs 5.1 and 5.3; and (ii) insert a full stop at the end of the sentence;
- Paragraph 5.8 has been amended to insert a space between “Services” and “Schedule”;

- Paragraph 5.11(b) has been amended to correctly refer to paragraph 5.9;
- Paragraph 5.14 has been amended to correctly refer to paragraph 5.15;
- Paragraph 5.16(a) has been amended to correctly refer to paragraph 6.1;
- Paragraph 5.16(c) has been amended to insert “and” after the semicolon;
- Paragraph 6.2(b) has been amended to insert “and” after the semicolon; and
- Paragraph 8.1(a) has been amended to insert “and/or” after the semicolon.

INDIA:

- Paragraph 5 has been amended to reflect the change in the web address of our India website;
- Paragraph 7 has been amended to correct the numbering of the clause being amended to Clause 13.2;
- Paragraph 8 has been amended to correct the numbering of the clause being amended to Clause 13.3;
- Paragraph 10 has been amended by deleting the duplicated sentences appearing in paragraph 11; and
- Paragraph 18 has been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF.

INDONESIA:

- A new paragraph 8 has been added in respect of the application of Clauses 6.3 and 6.4 of the GCAA Core Agreement and the subsequent paragraphs have been renumbered accordingly;
- Paragraph 11 has been added to remove modification of services and the subsequent paragraphs have been renumbered accordingly;
- Paragraph 13 has been added to include a new Clause 10.10 (a) - (c) adding language related to the Global Banking and Global Markets Data Privacy Notice and Indonesian Data Privacy Notice and with a link to the Indonesia Data Privacy Notice;
- Paragraph 14 has been added to include a new Clause 10.11 adding language relating to the data retention period;
- Paragraphs following new paragraphs 13 and 14 are renumbered;
- Paragraph 15 (formerly paragraph 11) has been amended to correctly refer to sub-Clauses (c) and (d);
- A new paragraph 19 has been added and the subsequent paragraphs have been renumbered accordingly; and
- Paragraphs 20 and 21 (formerly paragraphs 17 and 18) have been amended as a result of the latest review of Indonesian regulations.

JAPAN:

- Paragraph 14.2 has been amended to replace the reference to “Clause 14.1” with the words “paragraph 14.1”; and
- Paragraph 15 has been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF.

POEPLS REPUBLIC OF CHINA (PRC):

- Paragraph 15 has been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF.

SINGAPORE:

- Paragraph 3.1 has been amended to reflect the change in the name of the Contracts (Rights of Third Parties) Act 2001; and
- Paragraph 3.2 has been amended as a result of the latest Singapore regulatory review.

SOUTH KOREA:

- Paragraph 28 has been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF; and
- Paragraph 29 has been amended by adding the number “13” after the word “Clause” in the last sentence.

THAILAND:

- Paragraph 11 (which amends Clause 10.7) has been amended to align references to the title of the Global Banking and Global Markets Data Privacy Notice web page and in line with amendments to the AOF.

THE PHILIPPINES:

- Paragraph 3 has been amended to correct the footnote to “*” and delete the number “2” after the word “time” at the end of that paragraph.

D. SERVICE SCHEDULES

- **APAC time deposits:**
 - Paragraphs 5.6 and 5.7 have been amended as a result of the latest review of Indonesian regulations;
 - A footnote has been added in paragraph 5.11 in respect of the deposit insurance disclosure in the Philippines; and
 - Paragraph 5.14 has been amended to insert an opening quotation mark at the beginning of Clause 1.3 and a closing quotation mark at the end of Clause 1.4.
- **Italian tax payments:**
 - Paragraph 5.1 has been amended to insert a space between “this” and “Schedule”.
- **Offshore Renminbi accounts:**
 - Paragraph 3.1(b) has been amended to insert a space between “commercial” and “documents”;
 - Paragraph 8.14 has been amended to correctly refer to “Clause 6.1” of the Schedule; and
 - The heading under the Appendix has been amended to correctly refer to Rule 2.3.5 to the Renminbi Clearing House Rules.
- **SEPA core/B2B debtor direct debit payment services:**
 - Amendments have been made to this Schedule to reflect the latest European Economic Area regulatory changes and the exit of the United Kingdom from the European Union, and certain changes to our systems in relation to access to your Accounts, with your consent, by certain third party payment service providers. Amendments to this Schedule also include the following:
 - the introductory paragraph and paragraph 1.3 (as numbered below) have been amended to include “the United Kingdom”;
 - paragraph 1 (Definitions) has been amended as follows:
 - “Payment Services Directive” to refer to the new Directive 2015/2366/EC of the European Parliament and of the Council;
 - the definition of “PSRs” has been amended to: (i) make reference to the Payment Services Regulations 2017 from time to time as amended, extended, re-enacted and supplemented and (ii) refer to the United Kingdom;
 - in the definition of “Refunds” reference to the PSRs has been inserted and a typo has been corrected;

- in the definition of “Rejects” typos have been corrected, sub-paragraphs have been renumbered, reference is made to notification by us of reasons in relation to our being unable to process a Collection and a reference to the relevant provisions of the PSRs has been inserted;
 - The second last and the last paragraphs of paragraph 1 have been numbered respectively as 1.2 and 1.3; and
 - Paragraph 2.3 has been amended to insert a space between “will” and “prevail”;
 - Paragraph 2.4 has been amended to renumber the sub-paragraphs and a reference to the PSRs has been inserted;
 - Paragraph 2.5 has been amended to renumber the sub-paragraphs;
 - In paragraph 3.2, reference is made to the notification by us of reasons in relation to our being unable to accept a Collection and a space has been inserted between “79” and “of”;
 - In paragraph 3.3, reference is made to the notification by us of reasons in relation to our being unable to accept a Collection and a typo corrected in respect of the reference to “Article 78” which now reads “Article 79”;
 - Paragraph 5.3 has been amended to insert a space between “Debit” and “instruction”;
 - Paragraphs 5.8, 6.1, and 7.1 have been amended to correct typos in the numbering of the respective sub-paragraphs; and
 - Paragraph 7.1 has been amended to insert a colon after “the following occurs” and a space between “the” and “CSM” at newly numbered sub-paragraph (j).
- **Verification of payee account services**
 - A new Service Schedule has been inserted to reflect additional terms applicable in respect of UK and EU verification of payee account services that are made available.

E. ENTITY TYPE SCHEDULES

- **Fund manager schedule:**
 - Paragraph 2.2 has been amended to remove reference to “Appendix A”;
 - Paragraph 4.2.1 has been amended to insert “4.2.1” after “this Clause”; and
 - Paragraph 6.1 has been amended to insert a space between “you” and “will”.
- **Umbrella fund schedule:**
 - Paragraph 2.1 has been amended to remove “Appendix A”; and
 - Paragraph 4.2.1 has been amended to insert “4.2.1” after “this Clause”.

F. DISCLOSURES

- **Deposit guarantee scheme disclosure:**
 - The Luxembourg branch of Bank of America Europe DAC has been added to the deposit guarantee scheme disclosure for Bank of America Europe DAC, accessible at [click here](#);
 - Paragraph 4 of the Bank of America Europe, DAC deposit guarantee scheme disclosure, accessible at [click here](#) has been amended to remove certain reimbursement time periods that have passed; and
 - Paragraph 4 of the Bank of America, N.A. deposit guarantee scheme disclosure, accessible at [click here](#), has been amended to remove certain reimbursement time periods that have passed.

Upcoming: Account opening form (AOF)

1.4 Where an Entity executes or otherwise accepts this Account Opening Form, it confirms that:

- (a) **The Agreement** – it has received (whether physically or electronically), reviewed and understood each of the documents forming part of the Agreement from time to time including in particular, but not limited to, the documents referred to in Paragraph 1.1 above, and that it agrees to and accepts the terms and conditions set out in each such document.
- (b) **Privacy Notice** – it has reviewed and understood the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice ("DPN"), which is accessible at [click here](#) ^[3] (or through another web page of which we inform you from time to time) (the "DPN Page"), and has 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 GCAA.

2.10 FOR AUSTRALIAN SMALL BUSINESS ONLY

Where an Entity is incorporated in Australia (or any other Entity carrying on business in Australia and the Account(s) is/are held in relation to the operation of the Entity's business in Australia) and if the Agreement governing Accounts of the Entity constitutes a Small Business Contract, each assessed at the time of entering into or amending the Agreement in respect of such Accounts, the Entity confirms that it has received the Australian Small Business Entity Type Schedule separately provided to it or made available to it on the Landing Page.

- (a) "Small Business Contract" have the meanings given to it in Australian Securities and Investments Commission Act 2001 (Cth) or if applicable the Australian Consumer Law; and
- (b) Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any equivalent State or Territory legislation) and any regulations under it, and includes any consolidation, amendment, re-enactment or replacement of that legislation.

2.11 FOR SPANISH ACCOUNTS ONLY

We will keep a copy of the Agreement which applies to you during the retention period established by Spanish law and will make such copies available to you upon request during that period. However, you should ensure that you keep a copy of the Agreement which applies to you from time to time for your own records.
The reference to the Spanish appendix in the Jurisdiction Schedule for Spain does not apply to the Spanish Accounts listed in Appendix A of this Account Opening Form.

2.12 FOR IRISH ACCOUNTS ONLY

A new paragraph shall be added to the Jurisdiction Schedule for Ireland as follows:

"Where you are opening Accounts with us in Ireland 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."

2.13 INTERPRETATION**In the Agreement:**

- (a) references to “Bank of America Merrill Lynch International Designated Activity Company” (including any abbreviated versions) are to be construed as referring to “Bank of America Europe Designated Activity Company”;
- (b) references to “Bank of America, National Association, Athens branch” (including any abbreviated versions) are to be construed as referring to “Bank of America Europe Designated Activity Company, Athens branch”; and
- references to “Bank of America, National Association, Frankfurt branch” (including any abbreviated versions) are to be construed as referring to “Bank of America Europe Designated Activity Company, Frankfurt branch”.

FOOTNOTES:

Where applicable, if the hyperlink is not active, please copy and paste the following URL in your browser:

[1] <https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa.pdf>

[2] [Accounts in New Zealand are held with ASB Bank Limited.](#)

[3] <https://business.bofa.com/en-us/content/global-privacy-notice.html>

[4] <https://cashproonline-ex-static-prodb.bankofamerica.com/PHXcms/public/content/cashproonline/html/CashProOnline/OnlinePrivacyPolicy/OnlinePrivacyPolicy.html>

[5] <https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa-english.pdf#canada>

Upcoming: GCAA core agreement

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

~~(d)~~(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.

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 EU or UK establishments' BofA relevant jurisdiction's Global Banking and Global Markets (GBAM) 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).

10.7. 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 ~~EU or UK establishments' BofA Global Banking and Markets (GBAM) Privacy Notice~~ 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 ~~EU or UK establishments' BofA Global Banking and Markets (GBAM) Privacy Notice~~ 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.

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.

13.9. 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.

Upcoming: Jurisdiction schedules – Americas

Mexico

- 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.
- ~~32.2~~ 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.

Upcoming: Jurisdiction schedules – Europe

Belgium

1. The additional terms and conditions in this Jurisdiction Schedule and the [UK & EEA PSD 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.

France

1. The additional terms and conditions in this Jurisdiction Schedule and the [UK & EEA PSD 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.
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 PSD 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.

Germany

1. The additional terms and conditions in this Jurisdiction Schedule and the [UK & EEA PSD 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.
- 17.1 For the purposes of paragraph 4 of the [UK & EEA PSD 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*).
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~~ [reasonable discretion](#)."

Greece

1. The additional terms and conditions in this Jurisdiction Schedule and the [UK & EEA PSDPayment 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.
6. Without prejudice to the provisions of the [UK & EEA PSDPayment 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.

Ireland

1. The additional terms and conditions in the [UK & EEA PSDPayment 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 PSDPayment Services](#) Schedule.

Italy

1. The additional terms and conditions in this Jurisdiction Schedule and the [UK & EEA PSDPayment 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. ~~Statements of account and an updated Summary Document will be provided at least once a year.~~

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 ~~thirty (30)~~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) – ~~in the case of complaint related to a payment service~~—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 €~~2~~100,000.00; 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."

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~~ being applied. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities."

10. Clause 8.5 is replaced as follows:

"We will provide you, at our expense, with yearly statements of account (and the ~~updated Information Sheet, if any amendment to the Agreement has occurred~~ 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 ~~a sixty (60) days'~~ 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 leasta sixty (60) days' priortwo months' ~~'prior~~ written notice (on paper or on electronic format)-at least, 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) – ~~thirty (30) days~~ 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 €~~2~~100,000.00; 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."

Luxembourg

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.

Spain

1. The additional terms and conditions in this Jurisdiction Schedule, in the Spanish ~~Appendix~~appendix (where applicable), and the UK & EEA PSD 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.

Switzerland

"**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~~created thereunder;

The Netherlands

1. The additional terms and conditions in the UK & EEA PSD 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.

United Kingdom

1. The additional terms and conditions in this Jurisdiction Schedule and the UK & EEA PSD 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.

UK & EEA payment services schedule

- 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.
- ~~1.4 — References to "EEA PSD Schedule" in the Agreement shall be read as a reference to this UK & EEA Payment Services Schedule.~~
- 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.

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

- (a) Article 82(1) ~~of the~~ 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); ~~and~~
- (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.

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;

~~(a)~~(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

~~(b)~~(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.

5.6 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 ~~0 and (a)~~ 5.1 and 5.3 above.

5.8 For the purposes of this UK & EEA Payment ~~Services Schedule~~ 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.

- 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 [95.9](#) 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.

Liability for TPPs

- 5.14 Subject to paragraph [9 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.

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 [96.1](#) 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.
- 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.

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:cmap@cmap.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.

Upcoming: Jurisdiction schedules- APAC

India

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://www.bofa-india.com/index.html>.
<https://business.bofa.com/india>
7. Clause ~~5.1~~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 ~~10.1~~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."
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. ~~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.~~
18. A new Clause 10.13 is inserted as follows:
"You agree and confirm that:
(a) ~~You have reviewed and understood our EU or UK establishments' BofA~~the relevant jurisdiction's Global Banking and Global Markets (GBAM) Data Privacy Notice ("DPN"), which is accessible at <https://business.bofa.com/en-us/content/GDPR.html> [2] (<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) ~~or the relevant privacy notice for BofA GBAM establishments in other non-EU jurisdictions, which is accessible at click here~~[3] (the "DPN Page"), and have provided or will provide a copy of or link to ~~that notice~~the relevant DPN to its associated individuals as required by Clause ~~9.6~~10.7 of the Agreement.

Indonesia

8. Clauses 6.3 and 6.4 apply to the extent that Applicable Law permits.

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."

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-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 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)."

~~11.~~ 15. New paragraphs concerning representations and warranties are added/inserted to Clause 12.1 as sub-Clauses (c) and (d) respectively as follows:

~~(c)~~ "(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."

~~19.~~ 16. 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.

~~17.—20.~~ The Agreement has been adjusted to Applicable Law, including the regulations of the Financial Services Authority (or so-called OJK). Bank of America N.A., Indonesian branch is registered with and under the supervision of the OJK and a participant of Indonesia Deposit Insurance Corporation ("Lembaga Penjamin Simpanan" or so-called "LPS"). OJK.

~~18.—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 letter number: PRESS-008/LPS/VI/2012 dated 1st June 2012, regarding Penempatan Pengumuman Bagi Nasabah dan Surat Pernyataan Nasabah, 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

14.2 For our restriction on any transaction set out in ~~Clause~~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.

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 ~~our EU or UK establishments' BofA~~the relevant jurisdiction's Global Banking and Global Markets (GBAM) 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."

People's Republic of China (PRC)

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 ~~EU or UK establishments' BofA~~ relevant jurisdiction's Global Banking and Global Markets ~~(GBAM)~~ Data Privacy Notice (as referred to in the Account Opening Form); and"

Singapore

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, ~~Chapter 53B of Singapore 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\$~~75~~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."

South Korea

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 our EU or UK establishments' BofA the relevant jurisdiction's Global Banking and Global Markets (GBAM) 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."

Thailand

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 ~~EU or UK Establishments' Bof~~Arelevant jurisdiction's Global Banking and Global Markets ~~(GBAM)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 ~~EU or UK establishments' Bof~~Arelevant jurisdiction's Global Banking and Global Markets ~~(GBAM)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."

The Philippines

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~~2.*~~.

~~2-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.~~

* 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.

Upcoming: Service schedules

APAC time deposits

- 5.6 ~~Our Indonesian branch~~ Bank of America, N.A., Jakarta Branch, is licensed, registered with and undersupervised by the supervision of the Indonesia Financial Service Services Authority ("~~Otoritas Jasa Keuangan~~" or so-called "~~OJK~~") and a participant"). Bank of America, N.A., Jakarta Branch, is an insured member of the Indonesia Deposit Insurance Corporation ("~~Lembaga Penjamin Simpanan~~" or so-called "LPS"). 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 letter-number: ~~PRESS-008/LPS/VI/2012 dated 1st June 2012, regarding Penempatan Pengumuman Bagi Nasabah dan Surat Pernyataan Nasabah, 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.

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*.

* 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.

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.*"

Italian tax payments

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.

Offshore Renminbi accounts

- 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~~ 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;

- 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 ~~Article~~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."

Appendix

~~Clause~~Rule 2.3.5 to the Renminbi Clearing ~~House~~rulesHouse Rules

SEPA core/B2b debtor 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.

"**Payment Services Directive**" means Directive ~~2007/64~~2015/2366/EC of the European Parliament and of the Council ~~of 13 November 2007 on payment services in the internal market~~ 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 national implementing legislation including 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 force from time to time 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).

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

- ~~(d)~~(a) technical reasons such as invalid format, wrong IBAN check digit;
- ~~(e)~~(b) we are unable to process the Collection for such reasons as ~~are set out~~ we may notify you in accordance with Article 7879 of the Payment Services Directive; or Regulation 82 of the PSRs (as applicable);
- ~~(f)~~(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
- ~~(g)~~(d) you made a Refusal request to us.

~~1.1.1.2~~ Capitalised terms not defined in this Schedule will be construed in accordance with the relevant Rulebook.

~~1.2.1.3~~ References to "**Accounts**" will include Accounts maintained at in any of our branches in the European Economic Area and the United Kingdom.

2.3 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:

- ~~(h)~~(a) to comply with the provisions of the relevant Rulebook relating to Debtors;
- ~~(i)~~(b) to comply with the terms of Mandates agreed with your Creditors;
- ~~(j)~~(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);
- ~~(k)~~(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;
- ~~(l)~~(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
- ~~(m)~~(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:

- ~~(n)~~(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;
- ~~(o)~~(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
- ~~(p)~~(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.

- 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 pursuant to 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 pursuant to that we may notify you in accordance with Article ~~78~~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.
- 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~~. Debit instruction.

- 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;
- ~~(s)~~(b) the arrangements contemplated by this Schedule;
- ~~(t)~~(c) your failure to comply with the undertakings set out in Clauses 2.5 and 2.6 of this Schedule (where applicable);
- ~~(u)~~(d) any Direct Debit instructions and/or our acting or relying on any Direct Debit instructions; or
- ~~(v)~~(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:

- ~~(w)~~(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;
- ~~(x)~~(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:

- ~~(y)~~(a) you breach any of the terms of this Schedule;
- ~~(z)~~(b) you terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- ~~(aa)~~(c) you fail generally to pay your debts as they become due;
- ~~(bb)~~(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;
- ~~(cc)~~(e) you initiate, or in respect of you any step is taken in relation to, any composition, compromise, assignment or arrangement with your creditors;
- ~~(dd)~~(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;
- ~~(ee)~~(g) you experience a material adverse change in your financial condition or your ability to perform your obligations under this Schedule;
- ~~(ff)~~(h) any analogous event specified in (b) to (g) (inclusive) of this Clause 7.1 occurs;
- ~~(gg)~~(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
- ~~(hh)~~(j) you fail to satisfy the essential operating requirements of the CSM.

Verification of payee account services

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;"

Upcoming: Entity type schedules

Fund manager schedule

- 2.2 The Fund List must contain for each Fund the information as specified ~~in Appendix A below~~ therein (the "Required Information"). You may add additional Funds to the Fund List with our prior written consent.
- 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.

6. COVENANTS

- 6.1 On your own behalf and on behalf of each Fund, you covenant to us that ~~you will~~ 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.

Umbrella fund schedule

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 Appendix A below such document (the "**Required Information**"). You may add additional Sub-funds to the Fund List with our prior written consent.
- 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.