

The following additional terms and conditions of this Jurisdictions Schedule apply and are incorporated into and form part of the Agreement if: (i) you are domiciled in one of the following jurisdictions; (ii) the Supplier is domiciled in one of the following jurisdictions; and/or (iii) the governing law of a Purchased Receivable is a law of one of the following jurisdictions. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect. Unless the context requires otherwise, terms not defined in this Jurisdictions Schedule will have the meaning given to them in the Core Agreement.

JURISDICTION	ADDITIONAL TERMS
AUSTRALIA	<p>(a) The Agreement and any supplementary documents are intended for use only by "wholesale clients" as defined in section 761G of the Corporations Act 2001 (Cth) ("Corporations Act"). In no circumstances may the Agreement or supplementary documents be made available to a "retail client" as defined in section 761G and 761GA of the Corporations Act.</p> <p>(b) If we disclose Personal Data to an overseas recipient (who may be located in United States of America, United Kingdom, Singapore, Hong Kong, India, and other jurisdictions in which the Bank of America group does business) and such recipient handles Personal Data in breach of the Australian privacy principles, we will not be liable for any breach by the recipient of the Privacy Act 1988 (Cth) (including any privacy principles) and you may not be able to seek redress under that Act or in the overseas jurisdiction.</p> <p>(c) You represent, warrant and covenant to us that you are not acting as a trustee of any trust with respect to any receivable evidenced by an Invoice.</p> <p>(d) You acknowledge that the Agreement forms part of the overall supply chain finance program for which the program limit made available to all Suppliers exceeds A\$5 million (or equivalent) in aggregate.</p>
AUSTRIA	You authorise us and our Affiliates to use, disclose and transfer Information as described in the Agreement. To the extent permissible by Applicable Law, you expressly waive and release us and our Affiliates from our banking secrecy obligations if any, in the jurisdiction or jurisdictions where you are located only to the extent that they may be inconsistent with such use, disclosure and transfer.
BARBADOS	<p>(a) We confirm we have selected the appropriate representation in Appendix A to the Buyer Execution Form.</p> <p>(b) We represent, warrant and covenant that we are exempted from exchange control restrictions or have received the requisite permission from the relevant exchange control authority pursuant to the Exchange Control Act Cap 77 of the laws of Barbados.</p>
BELGIUM	Telephone records made in accordance with Clause 13.1 will be retained for up to six months from the date of recording.
BRAZIL	<p>(a) Any reference in the Agreement to payments in a particular currency shall be amended by the inclusion of:</p> <p><i>"..., except if payment in local currency is mandatory according to Applicable Law."</i></p>

- (b) The Agreement is made and signed in English and Portuguese languages. If only the English version is signed, the Portuguese version must be signed at our request. Both the English and Portuguese versions of the Agreement will be valid and binding. If there is any inconsistency between the English and Portuguese texts, the Portuguese text will prevail and English text will be amended accordingly to reflect the meaning of the Portuguese text.
- (c) Clause 3.4 is replaced as follows:
- "The Buyer Account must be maintained with Bank of America Merrill Lynch Banco Múltiplo S.A."*
- (d) Clause 3.5 is replaced as follows:
- "You agree and acknowledge that we will deem you to have selected "debit" payments for payment of the Due Amount to the Relevant Bank on the relevant Maturity Date."*
- (e) Clauses 3.6, 3.7 and 3.8 are in each case replaced as follows:
- "Intentionally omitted."*
- (f) Clause 3.11 is replaced as follows:
- "you:*
- (a) shall procure that there are sufficient cleared and available funds in the Buyer Account by 11.00am (local time where the Buyer Account is located) on the Maturity Date equal to no less than the Due Amount;*
- (b) irrevocably authorise and instruct us to debit the Buyer Account for, and to transfer, the Due Amount on each Maturity Date to the Supplier or the Relevant Bank; and*
- (c) if there are insufficient cleared and available funds in the Buyer Account to pay the Due Amount when we initiate a debit in accordance with this Clause 3.11, shall pay the Relevant Bank on the Maturity Date the Due Amount without any set-off or counterclaim and free and clear of any Withholding or Deduction on account of Tax or otherwise for each Posted Invoice;"*
- (g) Clauses 3.12, 3.13, 3.16(d) and 3.17 are in each case replaced as follows:
- "Intentionally omitted."*
- (h) Clause 5.1 is replaced as follows:
- "You agree to treat any Notice of Assignment that is notified to you via the Platform or otherwise in respect of any Posted Invoices as issued by both the Supplier and the Relevant Bank. You also agree that any such the Notice of Assignment fulfils the requirements of Article 290 of the Law No. 10,406 of January 10, 2002."*
- (i) A new Clause 5.5 is inserted as follows:
- "You hereby authorise us to, at any time, even after the termination of this Agreement: (i) perform searches on the Credit Information System – SCR – of the Central Bank of Brazil (SCR) and the credit protection services SPC, Serasa and other in which you are enrolled; (ii) provide to the Central Bank of Brazil information regarding*

the receivable represented by a Posted Invoice to insert in the SCR; (iii) proceed according to the provisions that come from new requirements made by the Central Bank of Brazil or by the competent public authorities; (iv) request the inclusion of your name and registration data in Credit Protection Registries following an unsatisfied demand for payment of amounts due and payable by us to you."

- (j) Clause 6.1 shall be amended to include the following additional representations:

"the Goods relating to the relevant Posted Invoice shall not be destined to any activity that does not comply with environmental rules applicable to you and shall also comply with the provisions of National Monetary Council Resolution No. 4,945, of September 15, 2021, in addition to labour legislation relating to health or occupational safety, including illegal, slave and/or child and/or forestry work, directly or indirectly, and discriminatory practices, as well as the provisions of legal and regulatory rules governing or related to such policies or legislation, whether emanating at the Federal, State and/or Municipal levels;"

*"neither you nor any of your group companies and their respective directors, board members, any third parties, including advisors or service providers acting on their behalf ("Representatives") have incurred any of the following, and you, your group companies, and their respective Representatives acknowledge that they shall not: (i) have used or use resources of the companies for the payment of contributions, gifts, or improper entertainment activities, or any other improper expense related to political activities; (ii) make or have made any improper payment, direct or indirect, to employees or public officials, political parties, politicians, or political candidates (including their family members), whether national or foreign; (iii) have engaged or engage in any action intended to facilitate an improper offer, payment, or promise to pay, as well as have approved or approve the payment, donation of money, property, gift, or any other item of value, directly or indirectly, to any "government official" (including any officer or employee of a government or an entity owned or controlled by a government or international public organization, or any person acting in the capacity of a government representative or political party candidate) in order to influence any political action or obtain an improper advantage in violation of any applicable law; (iv) engage or have engaged in any acts to obtain or retain any business, transaction, or undue commercial advantage; (v) have made or make any payment or take any action that violates any laws related to acts of corruption, including, but not limited to, Law No. 12.846/13, the U.S. Foreign Corrupt Practices Act of 1977, and the U.K. Bribery Act, as applicable ("**Anti-Corruption Laws**"); and (vi) have engaged or engage in any act of corruption, paid bribes, or any other improper amount, as well as unduly influenced the payment of any improper amount;"*

- (k) Clause 9 is replaced as follows:

"You hereby irrevocably and unconditionally authorise us to offset any amounts owed to us due to transactions carried out under the Agreement, with any amounts for which you may be owed. Any such offset shall be carried out in accordance with articles 368 and the following of the Brazilian Civil Code, and other applicable legal provisions. In accordance with Applicable Law, including CMN Resolution No. 4.790, of March 26, 2020, and its subsequent amendments, you expressly and irrevocably authorises us, during the term of the Agreement, to debit all and any amounts arising from the Agreement, including for the purposes of set-off, from the Buyer Account, on the respective due date, until its total settlement, in the following order of preference: (1) from the Buyer Account with the highest available balance, if the Buyer has other accounts with the Bank; and (2) in the event that the Buyer Account or other accounts with the Bank have the same balance, the Buyer authorises the oldest account to be debited first, and so on successively. If the balance of the account(s), if any, is insufficient, the Buyer is obligated to immediately transfer to the Bank, by depositing in the Buyer Account with the highest available balance, the full amount of such values, plus any applicable default charges practiced by the Bank in relation to the amount due and unpaid. You further acknowledge and agree that we may also carry out the mentioned debits: (a) in the absence of funds, over any credit limits in accounts, if existent; or (b) in case of due obligations, through partial entries, up to the amount due."

- (l) Clause 13.11 shall be amended to include a new sentence at the end of the Clause:

"You hereby acknowledge and agree that, if authorized by us, this Agreement and any related documents (including any amendments, terminations or any other acts that may be necessary with respect thereto) may be signed through electronic signatures with digital certification issued by ICP-Brazil, in each case through the

"FEPWEB" platform or any other platform that is approved by us, pursuant to paragraph 2 of art. 10 of Provisional Measure 2,200-2/01 (herein defined as "Electronic Signature"). You expressly agree and further declare that (i) waive the right to claim that a document formalized by means of an Electronic Signature is not binding and/or enforceable, or that it has no effect, due to the fact that it has been signed through Electronic Signatures; (ii) recognize Electronic Signatures as valid and binding, for all legal purposes, relying on the degree of security as to the authenticity and integrity of Electronic Signatures as if such actions had been taken in writing on paper; and (iii) acknowledge that any document formalized by means of an Electronic Signature will have its electronic copy as a complete instrument capable of producing effects. The CLIENT, on an irrevocable and irreversible basis, declares, recognizes and accepts this Agreement, signed through Electronic Signatures, as an out-of-court enforceable instrument (título executivo extrajudicial) pursuant to article 784 of the Brazilian Civil Procedure Code, binding the Parties, their assignees and successors, in any capacity and at all times. The Parties agree that, in the event of any discrepancy between the date set herein and the date of any of the Parties' Electronic Signatures, for the purposes of validity, enforceability and the running of terms set out in the clauses of this Agreement, the date of this Agreement shall prevail."

(m) Clauses 13.12 and 13.13 are in each case replaced as follows:

"Intentionally omitted."

(n) A new Clause 13.15 is inserted as follows:

"In the event of a default or delay in the payment of any indemnity by you to us, as provided in the Agreement, on the amounts due, the following will apply from the date of default until the date of actual payment: (i) monetary correction indexed to the IGP-M/FGV; (ii) legal default interest of 1% (one percent) per month (compounded daily); and (iii) a non-compensatory penalty of 2% (two percent) on the corrected amount until the date of actual payment. You will be considered in default for the simple non-compliance, on the due date, of any pecuniary obligation arising from the Agreement, regardless of any notification or demand, judicial or extrajudicial."

(o) A new Clause 13.16 is inserted as follows:

"You agree that any payments made erroneously, including a payment to an incorrect payee or of an incorrect amount, shall not in any way discharge you of your obligation to pay us correctly as promptly as possible."

(p) Clause 14.1(a) is replaced as follows:

"will be in writing and in English and Portuguese;"

(q) A new Clause 14.3 is inserted as follows:

"In accordance with the principles brought by the Declaration of Economic Freedom Rights (Lei de Liberdade Econômica), under Law No. 13.874, of September 20, 2019, the Parties acknowledge and agree that any communication from one Party with the identifications of such party will be binding on that party. Each party waives any claim or defence that offers, acceptances, contracts, and other communications are not binding or enforceable or do not have the intended effect as a result of being communicated electronically and not in physical form."

(r) If the Relevant Bank is Bank of America Merrill Lynch Banco Múltiplo S.A and the relevant Supplier is domiciled in Brazil then Clauses 15.1, 15.2 and 15.3 are replaced as follows:

"15.1 The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Federative Republic of Brazil."

15.2 The courts of the State of São Paulo, Brazil have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement, including a dispute relating to the existence, validity or termination of the Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with the Agreement (a "Dispute"). The Parties hereby irrevocably submit to the courts of the State of São Paulo, Brazil and undertake not to plead inconvenient forum or venue in any proceedings relating to such Agreement. To the extent you have or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment in aid of execution, attachment prior to judgment, execution or otherwise) with respect to you or your property, you hereby irrevocably waive such immunity in respect of your obligations under the Agreement and any other related documents. The foregoing waiver is intended to be effective to the fullest extent now or hereafter permitted by Applicable Law.

15.3 Intentionally omitted."

(s) Clauses 16.1, 16.2, 16.3, 16.4 and 16.5 are replaced as follows:

"16.1. Taxes payable under this Agreement shall be withheld and/or collected in accordance with applicable law by the taxpayer in charge.

16.2. The financial burden of the assessment of Taxes that the Bank incurs or may incur as a result of the transactions covered by this instrument, including the Tax on Credit, Exchange and Insurance, and on Securities Transactions (IOF), if applicable, as well as out-of-court and/or legal expenses incurred by the Bank to secure and realize its credit, will be borne by the Buyer, as applicable.

16.3. The Buyer's obligations under this Clause will either be paid or collected directly by the Buyer, in accordance with applicable laws, or will be refunded by the Buyer to the Bank, within twenty-four (24) hours from the communication sent by the Bank to this effect, under penalty of application of late payment charges provided for in this Agreement.

16.4. If, for any reason (including force majeure or fortuitous event, pursuant to Article 393 of the Law No. 10,406 of January 10, 2002) any payment due by the Buyer is not properly made, interest and charges will apply until the date of actual payment."

(t) In Clause 17.1 the following defined terms are replaced:

"Brazil" means the Federative Republic of Brazil.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York, London and São Paulo; and: (A) in relation to any date for payment or purchase of euro, which is a TARGET Day; or (B) in relation to any date for payment or purchase of a currency other than euro, the principal financial centre of the country of that currency.

"Insolvency Event" means, with respect to any Person, any corporate action, legal proceedings or other procedure or step is taken in relation to any of the following: (i) any case or proceeding with respect to such Person (a) under the U.S. Bankruptcy Code or any other Federal, State or foreign laws or regulations in respect of bankruptcy or insolvency; (ii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), including, but not limited to, judicial or extrajudicial reorganization (recuperação judicial ou extrajudicial) or the adoption of any measure anticipating its effects; (iii) a composition, compromise, assignment or arrangement with any creditor; (iv) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of Person or any of its assets; or (v) enforcement of any security over any Person's assets, or any analogous procedure or step is taken in any jurisdiction.

BRITISH VIRGIN ISLANDS	None
CANADA	<p>(a) It is the express wish of the Parties that the Agreement and all related documents be drawn up and executed in English. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.</p> <p>(b) If the Agreement is to be construed in accordance with the laws of the Province of Quebec and for all other purposes pursuant to which the interpretation of the Agreement may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec: (i) any "right of set-off" or similar expression shall include a "right of compensation", (ii) an "agent" shall include the concept of "mandatary", (iii) "security interest" shall include "hypothec", and (iv) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault".</p> <p>(c) You agree that your indemnification obligations under the Agreement shall extend to any withholding obligation that is applicable to us or purported to be applicable to us by any Canadian taxing authority (including political subdivisions thereof) in respect of the remittances to, or transactions with, Suppliers contemplated by Clause 3 provided that such withholding is not a Tax imposed upon us with respect to our overall net income.</p> <p>(d) References in the Agreement to "Insolvency Event" means, in addition to what is stated in Clause 17.1, any case or proceeding with respect to such Person under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditor Arrangement Act (Canada) or any other federal, provincial or foreign law or regulations in respect of bankruptcy or insolvency.</p>
CHILE	<p>(a) The defined term "Adverse Claim" in Clause 17.1 is replaced:</p> <p><i>"Adverse Claim" means any lien, security interest, hypothec, set-off, netting, abatement, liability, reduction, charge, claim, any and all defences, including but not limited to, any and all defences based on any breach or failure to perform by Supplier, or counterclaim of any kind or nature whatsoever, including, without limitation, any claim by any Buyer obligated on any Invoice that it is entitled to any credit against the Due Amount of such Invoice."</i></p>
COLOMBIA	The defined term " Tax " in Clause 17.1 includes financial transactions tax.
COSTA RICA	<p>(a) A new Clause 12.14 is inserted:</p> <p><i>"We acknowledge the existence of a data base to store Customer Information (including Personal Data), the purposes for which it is collected, the recipients of it, as well as who will be able to consult it, and the treatment that will be given to it. By executing or otherwise accepting the Agreement you hereby give your informed consent to us to handle, store, or share the Customer Information (including Personal Data) as set out in Clause 12."</i></p> <p>(b) A new Clause 14.3 is inserted:</p> <p><i>"We designate the email addresses in the Buyer Execution Form to establish an official address for an alternative mode of communication to serve each Notice of Assignment to us."</i></p>
CZECH REPUBLIC	None
DENMARK	None

ENGLAND & WALES	References in the Agreement to “ Insolvency Event ” means, in addition to what is stated in Clause 17.1, each of the following: an administrator or administrative receiver or a receiver is appointed over the Person; or the value of the Person’s assets are less than its liabilities
FINLAND	None
FRANCE	<p>(a) You represent and warrant that you are neither a public sector entity nor a private entity operating in the public sector, falling within section 5 of the French Language Act dated 4th August 1994 (no. 94-665) or a private entity carrying out a regulated profession. You acknowledge that you are not a consumer within the meaning given to such term under French law, including for the purposes of article L. 314-5 of the French Code monétaire et financier. Furthermore, you acknowledge that you are fluent in the English language and, unless otherwise specified between you and us, do not wish to be provided with a French translation of the Agreement or any related documents or notices.</p> <p>(b) Clause 11.1(a) is replaced:</p> <p><i>“by a Party upon written notice to the other Party which, in the case of you to us, shall be not less than thirty (30) days prior written notice and, in the case of us to you, shall be not less than two (2) months' prior written notice;”</i></p> <p>(c) Our rights to make disclosures pursuant to Clause 12, and (for the avoidance of doubt) 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. For the avoidance of doubt, any information collected from you for relationship management purposes will be subject to Clause 12, as amended by this paragraph.</p> <p>(d) We will process Personal Data as a data controller.</p>
GERMANY	For the purposes of Clauses 6.1(k) and 7.1(e), “beneficial ownership” means <i>wirtschaftlichBerechtigte</i> .
GREECE	<p>(a) Unless otherwise agreed with us in writing, telephone instructions are not permitted in connection with the Agreement.</p> <p>(b) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, each of the following: (i) the declaration in bankruptcy or the filing of a petition for the declaration in bankruptcy in accordance with Greek Law 3588/2007 as amended and in force (the “Greek Bankruptcy Code”); (ii) a voluntary liquidation pursuant to article 174 paragraph 1 items (a) and (b) of Greek Law 4548/2018 (the “Greek Company Law”); (iii) a liquidation by virtue of a court decision pursuant to articles 175 and 176 of the Greek Company Law; (iv) a compulsory administration (anagastiki diahirsisi) or re-organisation (whether by voluntary arrangement, scheme of arrangement, out of court settlement in accordance with Law 4469/2017 or otherwise, including under articles 99 et seq. of the Greek Bankruptcy Code, or articles 62 and 68 of law 4307/2014, either as may be amended from time to time); and/or (v) the Buyer being in cessation of its payments in accordance with article 3 par. 1 of the Greek Bankruptcy Code.</p>
HONDURAS	<p>(a) Clause 7.1 shall be amended to include the following additional covenants:</p> <p><i>“you will not upload or otherwise approve for payment an Invoice that relates to or evidences any payment obligation of yours for the rendering of any services to you by any Supplier unless such Supplier is organised under the laws of Honduras.”</i></p> <p><i>“to evidence your payment obligations hereunder you agree to issue and deliver to us a promissory note (pagaré) substantially in the form in the Schedule available at the Landing Page , including the authorisation, substantially in the form in the Schedule available at the Landing Page for us to complete any missing information</i></p>

	<p><i>necessary to complete such promissory note evidencing your obligations, such that we as holder of the note can receive the benefits afforded thereunder under the laws of Honduras. For these purposes, upon maturity of the Due Amount, we are authorised to take all such actions as we deem reasonable to recover any amount due under any Purchased Receivable or under the Agreement, including the commencement and maintenance of proceedings in Honduras in respect of related debt instruments, including the related promissory note. The issuance, execution and delivery of any promissory note pursuant to the Agreement shall not be or be construed as a novation with respect to the Agreement. The Parties agree that your obligations with respect to the Due Amount shall not be extinguished by the issuance and delivery of any promissory note even if such promissory note is prejudiced under the laws of Honduras for any reason including due to our negligence. Payment of the principal and interest amounts (if any), respectively, of any promissory note shall thereby discharge the obligation of you to pay the Due Amount (and interest accrued thereon) to which such promissory note relates. For the avoidance of doubt, the Parties agree that the execution and delivery by you of the relevant promissory note (pagaré) shall not limit, reduce or otherwise affect your obligations under the Agreement, and our rights and claims under a relevant promissory note (pagaré) shall not replace or supersede our rights and claims under the Agreement. Notwithstanding the provisions of a promissory note (pagaré), we shall not demand payment of any amount under such promissory note (pagaré), unless the Due Amount under such promissory note (pagaré) is due under the Agreement and/or a Purchased Receivable."</i></p> <p><i>"you have or will have obtained all licenses and other government authorisation or approvals whatsoever of any jurisdiction, and has provided all notices and made all filings with any governmental entity or any other person or entity, that are required for the underlying transaction, and without limiting the foregoing, the transaction does not violate any Applicable Law."</i></p> <p>(b) A new Clause 13.15 is inserted:</p> <p><i>"Notwithstanding the aforementioned, if the Agreement is executed outside of Honduras, such signatures must be duly notarised and certified with the Apostille, or with a consular legalisation, to be valid in Honduras, and before Honduran courts."</i></p> <p>(c) A new Clause 13.16 is inserted:</p> <p><i>"Articles 484 and 455 respectively of the Honduras Code of Commerce mandate the physical delivery of any negotiable instrument, including a pagaré, by the maker of such negotiable instrument to the purchaser thereof, the physical presentation of such instrument to the debtor, and the return of such instrument by the holder thereof (creditor) to the debtor when paid in full. In connection with the foregoing physical delivery, presentation for payment, and return requirements for any pagaré and related Invoices, each Buyer (understood as being a "debtor" for the purposes of Articles 484 and 455 respectively of the Honduras Code of Commerce) hereby (i) waives: (a) the perfection of any formalities prescribed by Book III Title I of the Honduras Code of Commerce and Title VI of Book II of the Honduras Civil Code regarding the creation, endorsement, physical delivery and payment on a negotiable instrument or its underlying Invoice, (b) any rights or remedies you may have against us and/or a Supplier in connection with any of (a) above, or (c) any of your rights and remedies arising from our failure to physically return such Invoice and any related pagaré marked "paid" to you, and (ii) acknowledges and agrees that the Platform will satisfy the requisite formalities because (a) such Platform effectively evidences the fact that you are liable to Bank for payment on any Invoice that you irrevocably agree to pay pursuant to Clause 3 of the Agreement, and (b) the Platform provides effective notice if a Buyer pays an Invoice or related pagaré in full, in lieu of a physical receipt or other physical evidence of payment."</i></p>
HONG KONG	<p>(a) It is the express wish of the Parties that the Agreement and all related documents be drawn up and executed in English.</p> <p>(b) A new Clause 12.15 is inserted:</p> <p><i>"You agree that we may and will be entitled to outsource all or any of our data storage, maintenance, processing and/or retrieval functions and/or activities from time to time in accordance with our internal policies and subject to Applicable Law."</i></p>

	<p>(c) Clause 15.4 is replaced:</p> <p><i>"If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times. Failing this, we may appoint an agent for you for this purpose."</i></p>
HUNGARY	<p>By accepting the Agreement, you hereby expressly agree to the terms and conditions of the following Clauses of the Agreement, acknowledges and is aware that the following terms and conditions may significantly derogate from the provisions of the Hungarian Civil Code to your detriment: (i) Clause 3 (Payment Procedures); (ii) Clause 5 (Buyer Acknowledgments); (iii) Clause 6 (Representations and Warranties); (iv) Clause 7 (Covenants); (v) Clause 8 (Indemnity); (vi) Clause 9 (Set-Off); (vii) Clause 15 (Governing Law).</p>
INDIA	<p>(a) The terms of the Agreement may be amended to the extent required by Applicable Law, as a result of a change in Applicable Law. While we will endeavour to notify you of such change, any amendment to the Agreement required as a result of a change in Applicable Law will be effective from the date that Applicable Law comes into effect, without regard to whether we have notified you of such change or the date of such notification by us. Such changes will override the terms of the Agreement, in the event of any conflict.</p> <p>(b) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"no application for initiating insolvency proceedings under the provisions of the Insolvency and Bankruptcy Code, 2017 have been admitted in respect of the Buyer."</i></p> <p>(c) Clause 7.1 shall be amended to include the following additional covenants:</p> <p><i>"You shall promptly take all necessary measures including without limitation, obtaining all approvals, filing all forms and fulfilling all conditions that may be imposed upon you under Applicable Law (including without limitation Indian exchange control regulations relating to trade credits) to ensure that all payments to be made to the Bank in accordance with the Agreement can be made in accordance with the terms hereof."</i></p> <p><i>"You shall furnish us with such documents regarding you, your credit facilities from the banking system, your use of your Buyer Accounts, your Authorised Users, 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;"</i></p> <p><i>"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 Buyer 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."</i></p> <p>(d) Funds in Buyer Accounts can be repatriated out of India only in accordance with the process prescribed in, and for such purposes as have been permitted under the (Indian) Foreign Exchange Management Act, 1999 and the rules, regulations, directions, circulars, and notifications issued under such Act (as may be amended, modified, replaced, substituted, and/or supplemented from time to time) ("FEMA") and all other Applicable Law.</p> <p>(e) Any foreign exchange transactions must comply with the FEMA. If we require, you must give requisite information or documents to us, to our satisfaction, to evidence compliance with the provisions of FEMA. If you do not give the requisite information or documents to us, to our satisfaction, we may not authorise a transaction and may make a report to the Reserve Bank of India ("RBI") and/or any authority as may be required under Applicable Law.</p>

INDONESIA	<p>(a) To the extent applicable, Article 1266 of the Indonesian Civil Code (<i>Kitab Undang-undang Hukum Perdata Indonesia</i>) is waived to the extent necessary to effect termination of the Agreement without the need for a court decision.</p> <p>(b) The Agreement is made and signed in English and Indonesian languages. If only the English version is signed, the Indonesian version must be signed at our request. Both the English and Indonesian versions of the Agreement will be valid and binding. If there is any inconsistency between the English and Indonesian texts, the English text will prevail and Indonesian text will be amended accordingly to reflect the meaning of the English text.</p> <p>(c) A new Clause 3.27 is inserted:</p> <p><i>"The applicable laws and regulations concerning foreign exchange system and exchange rate system provide that a person may freely hold and use foreign currency. Any transfer of foreign exchange to and from abroad is, however, subject to the reporting obligation to the Central Bank (Bank Indonesia), and certain transactions in Indonesia Rupiah are restricted by the applicable Bank Indonesia regulations concerning restriction on Rupiah transactions and foreign currency credit offered by banks. You represent and warrant to us that you are and will continue at all times to be in full compliance with the mandatory reporting requirement and all such policies, regulations and/or directives and that you will promptly indemnify us and each of our officer or employee against any fines, penalties, cost, loss or liability incurred by us (or our officer or employee) arising out of, or in connection with a breach of the aforementioned representation and warranty."</i></p> <p>(d) A new sentence is inserted as the last sentence in Clause 9.1:</p> <p><i>"You waive any rights you may have under the Indonesian Civil Code or otherwise to claim that any claims for payment denominated in different currencies are not capable of being set-off."</i></p> <p>(e) A new sentence at the end of Clause 14.2 is inserted:</p> <p><i>"We shall follow-up each such electronic Notice with a hardcopy of the same within five (5) Business Days (following the date of the relevant electronic Notice)."</i></p> <p>(f) The defined term "Adverse Claim" in Clause 17.1 shall include "<i>fiduciary security</i>".</p>
IRELAND	<p>(a) References in the Agreement to "Insolvency Event" means, in addition to what is stated in Clause 17.1, each of the following: a petition is presented for the appointment of an Examiner or the protection of the court is sought by such Person, or any meeting of the directors or members of such Person is convened for the purposes of considering any resolution for its winding-up or liquidation or for appointing an Examiner to such Person.</p> <p>(b) The following additional defined term is inserted in Clause 17.1:</p> <p><i>"Examiner" means an examiner appointed under Clause 509 of the Companies Act 2014".</i></p>
ITALY	<p>(a) For the purposes of the Agreement, "electronic signature" means any electronic or digital signature validly recognised under the applicable Italian laws and regulations, as amended from time to time, and having the same legal status as wet-ink/handwritten signatures.</p> <p>(b) Clause 11.3 is replaced:</p> <p><i>"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' 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".</i></p>

	<p><i>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."</i></p>
JAPAN	<p>(a) You represent and warrant that you are not or will not in future fall within any of the following ("Boryokudanin, etc."): (i) an organised crime group ("Boryokudan"); (ii) a member of a Boryokudan ("Boryokudanin"); (iii) a former Boryokudanin who has withdrawn from a Boryokudan but less than 5 years have elapsed since; (iv) a sub-member of a Boryokudan ("Boryokudan jyunkoseiin"); (v) a corporation related to a Boryokudan ("Boryokudan kankei kigyo"); (vi) a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting ("Soukaiya") or acting as if advocating legitimate social causes ("Shakai undou nado hyoubou goro"), or a special intelligence organised crime group ("Tokusyu chinou boryoku syudan"), etc.; and/or (vii) a person or organisation equivalent to any of the above, howsoever described.</p> <p>(b) In addition, you declare that you are not, and will not in the future, be any of the following: (i) an entity having such relationship with Boryokudanin, etc. that shows their control over the entity's management; (ii) an entity having such relationship with Boryokudanin, etc. that shows their substantial involvement in the entity's management; (iii) an entity having such relationship with Boryokudanin, etc. that shows reliance on Boryokudanin, etc. for the purpose of unfairly benefiting oneself, one's own company or third Parties or of damaging third Parties; (iv) an entity having such relationship that shows provision of funds, benefits or services from the entity to Boryokudanin, etc.; or (v) an entity where any of the board members or other personnel substantially involved in its management is engaged in socially condemnable relationship with Boryokudanin, etc.</p> <p>(c) You undertake not to conduct, either in person or by engaging a third party, any of the following: (i) claims made with forceful behaviour and acts of violence; (ii) unjust claims exceeding legal responsibilities; (iii) use of threatening action or statements, or violent acts and behaviours in connection with any transaction between the Parties; (iv) acts and behaviours which may damage the credit or obstruct our business by spreading false rumours or the use of fraudulent means or by force; and/or (v) other acts and behaviour equivalent to the above howsoever described.</p> <p>(d) If you fall within "Boryokudanin, etc." or if you breach any of the declarations prescribed in paragraph (b) above, or engage in any conduct prescribed in paragraph (c) above or any representation or warranty made by you in paragraph (a) above is incorrect or misleading, we may at any time terminate the Agreement on notice to you. Any such notice is deemed to be effective when we deliver or mail it to your address given to us in the Buyer Execution Form or any other address subsequently communicated to us in writing.</p> <p>(e) In the event that we decide to terminate the Agreement pursuant to paragraph (d) above, we will not be liable for any losses or damages that you may suffer as a result thereof. In addition, if we should suffer losses or damages as a result of any or all of the situations contemplated in paragraph (d) above, you will indemnify us and hold us harmless from any and all such losses.</p> <p>(f) To the extent applicable, in case of cancelation of remittance from other banks (<i>furikomi no torikeshi</i>), you hereby waive your consent to reverse of the credit entry in the Buyer Account, and authorise us to return the funds in accordance with the usual practice In Japan.</p> <p>(g) If we reasonably consider that the Buyer Account is used, or is likely to be used, for a transaction which breaches laws and regulations related to money laundering, terrorism financing or economic sanctions, we may cease such transaction under the Agreement or, upon giving notice, terminate our relationship with you. If the Agreement is terminated with notice, regardless of whether the delivery of the notice, the Agreement will be deemed to have been terminated at the time when our termination notice is dispatched to you.</p>

	(h) The Buyer Accounts and all the transactions (including but not limited to overseas remittance transactions) in respect of the Buyer Accounts will be in compliance with Japanese law and regulations and usual practice in Japan, including but not limited to the Foreign Exchange and Foreign Trades Act of Japan (Act No. 228 of 1949) and the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007).
JORDANIA	None
KOREA	<p>(a) A new Clause 5.5 shall be inserted:</p> <p><i>"By making payments to discharge our obligations in respect of each Invoice, notwithstanding any restriction (or prohibition) of the assignment of the Receivable under the relevant agreement or Applicable Law, we hereby consent to the assignment of the Receivable to a Relevant Bank."</i></p> <p>(b) Clause 13.12 is replaced:</p> <p><i>"Where the Agreement is in English and another language, the Agreement in the Korean language will prevail in the case of inconsistency between those executed versions, unless otherwise required by Applicable Law."</i></p>
LUXEMBOURG	<p>(a) A new Clause 12.16 shall be inserted:</p> <p><i>"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 Buyer Account(s) to the Group and third Parties located in any jurisdiction 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:</i></p> <ul style="list-style-type: none"> <i>(i) 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;</i> <i>(ii) 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;</i> <i>(iii) 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;</i> <i>(iv) 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</i> <i>(v) to the extent we consider it as required to comply with Tax Reporting Laws."</i>
MALAYSIA	(a) You represent, warrant and undertake that, in your entry into, execution and performance of your obligations under the Agreement, you have to the extent applicable, complied and shall at all times comply with the Financial Services Act 2013 of Malaysia and the relevant notices and guidelines which may be issued by Bank Negara Malaysia ("BNM") from time to time, including but not limited to the Foreign Exchange Administration Notices. Where any express permission from, approval of or

	<p>registration with BNM is required in respect of the same, you shall deliver to us a certified true copy of such permission, approval or registration and shall procure and ensure that all conditions thereto are satisfied at all times.</p> <p>(b) You have elected to have the Agreement and all related documents be drawn up and executed in English.</p> <p>(c) If you are a resident of Malaysia as defined under the FSA, you acknowledge that there are, and that you are fully aware of, prohibitions, restrictions and/or conditions applicable to certain dealings, payments, borrowings, use and repatriation of funds out of Malaysia under Foreign Exchange Policy Notices (the "Notices") issued by BNM and other relevant policies, regulations and/or directives related to foreign exchange administration which are, and may be issued from time to time by BNM and any other regulatory authorities of Malaysia. You further represent and warrant to us that you are and will continue at all times to be in full compliance with the Notices and all such policies, regulations and/or directives and that you will promptly indemnify us and each of our officer or employee against any fines, penalties, cost, loss or liability incurred by us (or our officer or employee) arising out of, or in connection with a breach of the aforementioned representation and warranty.</p>
MEXICO	<p>(a) The Agreement, including the supplemental terms and conditions contained in any Schedule, will be considered as a specific contract, which has been prepared and negotiated between the Parties, and will not be considered in any case as a standard term contract or contract of adhesion.</p> <p>(b) You represent and warrant that you are a legally organised and validly existing company and authorised by its corporate purpose and other provisions contained in its bylaws or other constitutive documents to enter into the Agreement and to perform your obligations under the Agreement.</p> <p>(c) You represent and warrant that you have delivered to us the necessary documentation to enter into and perform your obligations under the Agreement including powers-of-attorney or other documents evidencing the authority of officers acting on your behalf.</p> <p>(d) You acknowledge and agree that you are a customer with the knowledge, capacity and experience necessary to fully understand the terms of the Agreement, that the terms of the Agreement were not imposed on you, and that you have negotiated the Agreement as you have considered necessary or appropriate and, for those purposes, you have obtained the advice of any third party you have deemed necessary.</p> <p>(e) A new Clause 13.14 is inserted:</p> <p><i>"Provisions of the Agreement granting discretionary authority to you or us cannot be exercised in a manner inconsistent with relevant facts nor defeat any requirement from a competent authority to produce satisfactory evidence as to the basis of any determination."</i></p> <p>(f) A new Clause 13.15 is inserted:</p> <p><i>"The Parties consent to the delivery of all communications, expressly including notices referred to in articles 426 and 427 of the Mexican General Law of Negotiable Instruments and Credit Transactions (Ley General de Títulos y Operaciones de Crédito), and the creation of binding contracts through the Platform or other electronic means, including, without limitation, the creation of binding contracts through the Platform by electronic means rather than in an executed document only if they are in accordance with the requirements of the first chapter of the second book of the current Mexican Commerce Code (Código de Comercio). The Parties agree that such actions shall be valid and binding obligations of the Parties, as if such actions had been taken in writing. The Parties acknowledge and agree that any communications from a party using such party's identifications and passwords shall be binding on such party. Each party hereby waives any claim or defence that alleges that the offers, acceptances, contracts, and other communications are not binding or enforceable or do not have their intended effect as a result of their being communicated electronically rather than in writing. In consideration for the our performance, acting in accordance with the terms of this Clause, You agree to indemnify Bank and to keep Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by Bank of whatever nature and arising from the our reliance on any such instructions received from you through the Platform or other electronic means or a breach by you of any of your representations</i></p>

	<p>or warranties contained herein; provided, however, that such indemnity shall not cover any losses, claims, actions, proceedings, demands, damages, costs or expenses to the extent directly caused by the gross negligence or willful misconduct of Bank."</p> <p>(g) Clause 15.4 is replaced:</p> <p><i>"If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times provided such appointment will be made through a notarised power of attorney, granted before a Mexican notary public."</i></p>
MACAU	None
MALTA	None
MAURITIUS	None
NETHERLANDS	None
NORWAY	None
PEOPLE'S REPUBLIC OF CHINA	<p>(a) Subject to paragraph (b) below, Clauses A and B of the Governing Law and Arbitration Schedule shall be replaced:</p> <p>A <i>The Agreement shall be governed by and construed in accordance with the law of Hong Kong.</i></p> <p>B <i>The courts of Hong Kong have exclusive jurisdiction to settle any actions, claims, or disputes arising out of or in connection with the Agreement (including a dispute regarding the existence, validity or termination of the Agreement) (a "Dispute"). The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary."</i></p> <p>(b) The following language shall be added at the end of Clauses A and B of the Governing Law and Arbitration Schedule:</p> <p><i>"Notwithstanding any other provisions herein, if after the date of the Agreement, Bank plans to merge or be converted into an independent legal entity locally incorporated within the PRC (the "Local Incorporation") in accordance with Applicable Law of the PRC, then You hereby agrees that Bank may transfer any or all of its rights and/or obligations under the Agreement to the surviving entity, the newly incorporated entity or the relevant branch of the newly incorporated entity after the Local Incorporation (the "Successor Bank"). You further agrees that a public announcement made in any national newspaper in the PRC, or in any other forms of notice to the extent permitted by the Applicable Law and at the sole discretion of Bank or Successor Bank, on the assignment or transfer will constitute sufficient notice of such assignment or transfer, and that from the date of operation commencement of Successor Bank, the rights and obligations of Bank hereunder shall be transferred and assigned to the Successor Bank as if the Successor we are the original party hereof, and that the Agreement shall remain in force and no consent or approval from any Buyer is required to effect such assignment or transfer."</i></p> <p>(c) Following any Local Incorporation, and where the Successor Bank is the party purchasing the Receivables, Clauses A and B of the Governing Law and Arbitration Schedule shall be replaced:</p> <p>A <i>The Agreement shall be governed by and construed in accordance with the law of the PRC.</i></p>

	<p><i>B Any dispute arising from or in connection with the Agreement shall be submitted to the jurisdiction of the competent PRC court of the place in which the PRC branch of Bank as a party to the dispute is domiciled.</i></p> <p>(d) For the purposes of your instructions under the Agreement, a specimen seal of your company chop or specialised chop for relevant financial purposes will, if requested by us, be placed along with the specimen signatures of your Authorised Users given to us.</p> <p>(e) At our request, you will provide us with the Chinese translation of any documents required to be provided to us pursuant to the terms of the Agreement.</p> <p>(f) Exchange control regulations governing the use of funds and their remittance into and repatriation out of the PRC may apply.</p> <p>(g) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>“you shall comply with all Applicable Law relating to offshore bank account opening procedures and follow-up registration requirements imposed by the relevant authorities in charge of foreign exchange controls (if applicable) and you shall, at the request of Bank, provide Bank with evidence showing the category you falls in as classified and published by the relevant authorities in charge of foreign exchange controls and any updates on the changes of such category.”</i></p> <p>(h) Unless otherwise approved by the competent governmental authorities, you cannot conduct cash business in a non-resident account. In addition, the funds in the non-resident account will not be converted into any other currency for use, unless otherwise expressly provided by the laws and regulations of the PRC.</p> <p>(i) You shall ensure that all bank account activities made by you or on your behalf are in compliance with the laws, regulations and relevant regulatory rules, and there shall not be any illegal or criminal activities in connection with the operation of the Buyer Accounts.</p> <p>(j) For avoidance of doubt, unless otherwise notified by us, any fees or any other amount payable by you to us under the Agreement will be exclusive of PRC value-added tax (if applicable), which we will charge you at the applicable tax rate in addition to such fees or payment.</p> <p>(k) The following defined terms are inserted in Clause 17.1:</p> <p><i>“PRC” means the People’s Republic of China (for the purpose of the Agreement, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).</i></p>
PHILIPPINES	<p>(a) The execution of the Agreement shall be evidenced by a certificate under oath executed by your corporate secretary or equivalent officer, substantially in the form in the Schedule available at the Landing Page .</p> <p>(b) Clause 6.1 shall be amended to include the following additional covenant:</p> <p><i>“such Goods do not include prohibited drugs or any other Goods that are prohibited or deemed illegal under the Applicable Law.”</i></p> <p>(c) The following sentence shall be added at the end of Clause 8.1(b):</p> <p><i>“,provided however, that you shall not be liable for the gross receipts tax (“GRT”) on the GRT passed on to or assumed by the Supplier under this Clause.”</i></p>
POLAND	<p>(a) A new Clause 3.28 is inserted:</p>

	<p><i>"You agree to independently transfer the value added tax corresponding to the Due Amount to the relevant Supplier's VAT account associated with the account specified in the Supplier's settlement instructions on the relevant Maturity Date from your account held with a Polish bank."</i></p> <p>(b) You will: (i) use the split-payment mechanism more particularly described and as set out in the Article 108a section 1a of the Act on Value Added Tax (as amended, extended or re-enacted from time to time) ("VAT Act") in respect of any payment made by it under Clause 3 of the Agreement; and (ii) promptly notify the relevant tax authorities of the account specified in the Standing Instructions within 7 calendar days of the date the first payment of the relevant Due Amount has been paid.</p> <p>(c) You will promptly notify Bank if: (i) it or a Supplier is registered in Poland for the purposes of VAT or any other Tax; (ii) it or a Supplier determines that the VAT Act applies to any Posted Invoice or Manual Invoice; or (iii) the currency of the relevant Posted Invoice or Manual Invoice is Polish Zloty.</p> <p>(d) You agree to review the transactions and events resulting in Invoices and ensure that no Invoices are submitted connected with reportable tax arrangements (tax schemes) in the meaning of Mandatory Disclosure Rules ("MDR"), including provisions of Polish Tax Ordinance Act dated 29 August 1997 ("Tax Ordinance") or Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU ("DAC6 Directive") as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements.</p> <p>(e) You acknowledge and agree that the term "Indemnified Amounts" for the purposes of Clause 8.1(a) shall include any taxes, duties or fees for which Bank may be jointly and severally liable for with a Supplier under Applicable Law.</p> <p>(f) You acknowledge and agree that if Bank determines Art. 108a section 1a of the VAT Act applies to any Posted Invoice and Manual Invoice not purchased by Bank, we shall have no responsibility or liability for making payment of the Due Amount for any such Posted Invoice or Manual Invoice notwithstanding any other term of the Agreement.</p> <p>(g) The term "Due Amount" in Clause 17.1 shall be replaced:</p> <p><i>"means, with respect to an Invoice, the total amount due to a Supplier by you (or its Transferee) net of VAT or any other Tax as confirmed by Buyer via the Platform), including the gross amount(s) listed on an Invoice or group of Invoices to be applied to such Invoice or group of Invoices."</i></p> <p>(h) References in the Agreement to "Insolvency Event" means, in addition to what is stated in Clause 17.1, each of the following: the Person does not pay his debts as they fall due; or the Person's debts exceed the value of its assets, even if the Person pays those debts as they fall due.</p>
PORTUGAL	<p>(a) If the Relevant Bank is Bank of America Europe DAC you acknowledge and agree that: (i) Bank of America Europe DAC is authorised to provide financial services within the Portuguese territory under the freedom to provide services pursuant to European Union law (as reflected in the official website of Banco de Portugal); (ii) under Portuguese Stamp Tax law, Bank of America Europe DAC is required by article 2, paragraph 1, subparagraph j) of the Portuguese Stamp Tax Code to appoint a representative to assess, collect and pay the relevant Stamp Tax to the Portuguese Tax Authority (the cost of which is for you to bear in accordance with article 3, paragraph 3, of the Stamp Tax Code); (iii) considering that the involvement of a third party will increase costs and complexity, you are appointed by Bank of America Europe DAC to assess, collect and pay the Stamp Tax due on the fees and interest, to the extent applicable, charged to it by Bank of America Europe DAC under the Agreement; and (iv) you shall comply with its duties as representative of Bank of America Europe DAC for Portuguese Stamp Tax purposes as well as with its VAT obligations and, where requested to do so by Bank of America Europe DAC, provide documentary evidence of the returns, statements or other relevant documents attesting it has assessed, collected and paid such taxes to the Tax Authority.</p>

	<p>(b) If the Relevant Bank is a subsidiary of Bank of America Corporation other than Bank of America Europe DAC you acknowledge and agree that: (i) the Agreement is/has been entered into at the exclusive initiative of the Applicant and includes only categories of products and services requested by the Applicant; (ii) the Relevant Bank did not solicit, promote or advertise any products or services to you under an authorisation to provide financial services within the Portuguese territory; and (iii) your obligation to comply with your Portuguese Stamp Tax and VAT obligations and, where requested to do so by the Relevant Bank, provide documentary evidence of the returns, statements or other relevant documents attesting you have assessed, collected and paid such taxes to the Portuguese Tax Authority.</p>
ROMANIA	<p>(a) Invoices, notices, documents, correspondence or any communication whatsoever provided by electronic means of communication (including the Platform or the email) have the same legal power as a document under private signature (înscriș sub semnătură privată) shall be evidence be admissible in court and no other means of evidence may be accepted by the Parties to prove otherwise.</p> <p>(b) The Buyer confirms that it has negotiated with the Bank each section of the Agreement (for the purpose of this section “negotiation” meaning both the exchange of proposals between Parties, which has resulted in a final agreement in relation to all clauses, and the unconditional acceptance by a Party of the clauses proposed by the other Party). In particular, the Buyer explicitly represents that it understands and accepts each and all unusual clauses (as defined by Article 1203 of the Romanian Civil Code) in the Agreement and, for the purposes of Article 1175 of the Romanian Civil Code acknowledges and agrees that the Agreement is not a contract of adhesion (contract de adeziune), being the result of the negotiation between the Parties.</p> <p>(c) For the purposes of Article 1221 of the Romanian Civil Code, the Buyer confirms that it has the necessary experience and knowledge in order to enter into and evaluate the Agreement and is not in a state of need (stare de nevoie) as at the date of the Agreement.</p>
SAUDI ARABIA	<p>(a) Payments of the Due Amount shall be made on the relevant dates set out in the Agreement without any obligation on the Relevant Bank to notify you.</p> <p>(b) Clause 6.1 shall be amended to add the following additional representation:</p> <p><i>“You are solvent and able to pay its debts and where you are a company registered in Saudi Arabia, your losses have not reached 50% of your capital.”</i></p> <p>(b) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, each of the following: the commencement of any preventative settlement or financial restructuring proceedings in connection with you and/or the Buyer or where you and/or the Buyer are companies, the increase of their losses to such extent so as to reach fifty per cent of their capital.</p> <p>(c) For the purposes of the agreement, “Business Day” means in addition to what is stated in Clause 17.1, and in connection with Saudi Arabia, a day (other than a Friday or Saturday) on which banks are open for general business</p> <p>(d) Clause 7.1 shall also be amended to add the following additional covenants:</p> <p><i>“You will provide a promissory note for the benefit of the Bank reflecting the value of the receivables assigned by the Supplier under each Invoice”;</i></p> <p><i>“you will immediately, upon request by the Bank, at any time during the term of the Agreement, issue to the Bank, additional promissory notes (whether redeemable on demand or on a specific maturity date) for such amount as may be requested by the Bank from time to time”;</i></p> <p><i>“upon receipt of a Notice of Assignment from the Supplier, you will take any action necessary or desirable in order to perfect any assignment, including but not limited to, the execution and delivery to the Bank of an acknowledgement of the Notice of Assignment substantially in the form in the Schedule available at the Landing Page .”</i></p>

SCOTLAND	None
SINGAPORE	None
SLOVAK REPUBLIC	<p>(a) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, each of the following: the Person is not able to pay, 30 days after their maturity date, at least two debts owed to more than one creditor; or the Person has more than one creditor and the Person’s debts exceed the value of their assets.</p> <p>(b) Clauses 6.1 and 7.1 shall be amended to include the following additional representations, warranties and covenants:</p> <p><i>“Notwithstanding any restriction or prohibition imposed under any agreement between such Buyer and any Supplier relating to any Invoice (collectively, the “Purchase Agreements”), and for the purposes of Bank’s purchasing receivables represented by Invoices as contemplated by the Agreement, such Buyer hereby consents and agrees that each Supplier may sell, assign and/or transfer its interests, benefits and rights (including any claims against such Buyer) in and to such receivables under the Purchase Agreements relating thereto to or in favour of Bank. At the request of the Bank, the Buyer shall execute (and the Bank is hereby authorised to deliver to the Supplier) such written consent as the Bank may reasonably require.”</i></p> <p><i>“Buyer and Supplier are not Affiliated persons in terms of Sec. 9 of the Act no. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain laws as amended.”</i></p> <p><i>“In case, it is necessary for the Bank to assert any claims concerning any receivables represented by Invoices and/or the Agreement against the Buyer before Slovak courts, and should this require the Bank to provide for the translation of documents/evidence supporting such claims of the Bank into Slovak language, then the Buyer agrees to bear the amount of costs connected with such translation of evidence/documents into Slovak language.”</i></p>
SPAIN	<p>Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>“If requested to do so by us, you undertake to execute within the maximum period of (15) fifteen Spanish business days from the date of such request, (i) the Agreement as a public deed, at the Spanish Notary Public (“Notary”) as specified by us, and (ii) as many public or private documents of rectification, supplement or correction of the Agreement as may be necessary. All fees, taxes, costs and expenses, including the registration expenses and the notarial fees arising in connection with the preparation and execution of such documents will be for your account.”</i></p>
SOUTH AFRICA	<p>(a) A new sentence at the end of Clause 14.2 is inserted:</p> <p><i>“You agree that service of process may be made on it by sheriff in accordance with the law of South Africa.”</i></p> <p>(b) You acknowledge and agree that each time a notice of assignment of any receivable represented by an Invoice is posted to the Platform and transmitted to you thereby, such posting and transmittal shall constitute satisfactory notice of such assignment for all legal and statutory purposes.</p> <p>(c) You represent, warrant and covenant to us that: (i) All authorisations required by you or advisable in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Agreement (including all necessary foreign exchange approvals by the Financial Surveillance Department of the South African Reserve Bank) have been obtained or effected (as appropriate) and are in full force and effect; and (ii) It will promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability or admissibility in evidence of, the Agreement and will promptly supply certified copies to us of all such authorisations.</p>

	(d) You may not submit an Invoice, and we are not obliged to purchase any receivable represented by any such Invoice, unless Bank has received, in form and substance satisfactory to us, a copy of the approval for the Agreement (including all necessary foreign exchange approvals and authorisation and approval for all fees and expenses payable in connection with the Agreement) by the Financial Surveillance Department of the South African Reserve Bank or the Registrar of Banks in the Republic of South Africa, if applicable.
SWEDEN	None
SWITZERLAND	None
TAIWAN	Exchange control regulations governing the use of funds and their repatriation out of Taiwan may apply.
THAILAND	<p>(a) Funds destined for deposits into a foreign currency Buyer Account must be those remitted or which originate from abroad or otherwise permitted by the competent authorities of Thailand.</p> <p>(b) Funds in Buyer Accounts can be repatriated out of Thailand only for such purposes as have been permitted by the relevant laws, rules and regulations in effect from time to time in Thailand or prior approval from the Bank of Thailand has been obtained.</p> <p>(c) Any transactions provided by us under the Agreement must comply with the Exchange Control Act (B.E. 2485) and Ministerial Regulation No. 13 (B.E. 2497) issued under the Exchange Control Act (B.E. 2485), notifications of the Ministry of Finance, notices of the competent officer and all rules and regulations issued under the Exchange Control Act (B.E. 2485) (each as may be amended from time to time). Any changes to the Agreement that are required as a result of a change in the relevant laws, rules and regulations in effect from time to time in Thailand, will be effective from the date that such relevant laws, rules and regulations comes into effect, without us being required to issue any further intimation to you of such changes. Such changes will override the terms of the Agreement, in the event of any conflict.</p>
TURKEY	<p>(a) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>“The Buyer is not insolvent, bankrupt or unable to pay its debts and could not be deemed by a court to be unable to pay its debts nor will it become so in consequence of entering into the Agreement and in cases where the Buyer is a joint stock company (anonim şirket), has not lost two thirds of its capital in accordance with Article 376 of the Turkish Commercial Code (Law No. 6102) or no proceedings are pending for its winding-up or liquidation, bankruptcy or declaration of konkortado or postponement of bankruptcy”.</i></p> <p>(b) A new Clause 14.3 is inserted:</p> <p><i>“The Parties agree that any communication to be delivered to any other party in connection with the Agreement which is sent by facsimile and electronic communication in accordance with the Agreement shall, inter alia, constitute legal written evidence between the Parties pursuant to the provision of the first paragraph of Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) for the purpose of any suit, action or proceeding in Turkey.”</i></p> <p>(c) If the Agreement is governed by English law, any reference in the Agreement to the courts of England shall mean the High Court of Justice of England and Wales in London and further agrees that, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London according to the provisions of Article 54 of the Act on International Private Law and Procedural Law of Turkey (Law No. 5718), if the Buyer is sued in a court in Turkey in connection with the Agreement, any judgment obtained in connection with such suit shall constitute conclusive evidence of the existence and amount of the claim</p>

	against the Buyer, pursuant to the provisions of the first paragraph of Article 193 of the Civil Proceedings Code of Turkey (Law No. 6100) and Articles 58 and 59 of the Act on International Private Law and Procedural Law of Turkey (Law No. 5718).
UNITED ARAB EMIRATES	None
UNITED STATES	<p>(a) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, any case or proceeding with respect to such Person under the U.S. Bankruptcy Code or any other Federal, State or foreign law or regulations in respect of bankruptcy.</p> <p>(b) To the extent not already forming part of the Agreement, a new Clause C of the Governing Law and Arbitration Schedule is inserted:</p> <p><i>“THE PARTIES HERETO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO.”</i></p>
UNITED STATES VIRGIN ISLANDS	None
URUGUAY	None
VIETNAM	<p>(a) The language of the Agreement is English. If the Agreement is executed in English and another language, the Agreement in the English language shall prevail in the case of any inconsistency between those executed versions, unless otherwise required by applicable law or regulations.</p> <p>(b) The Agreement is the product of negotiations and mutual drafting between the Parties hereto and each party was represented by legal counsel. To the extent that the laws of Vietnam are applied, the provisions of Articles 404.6 and 405.2 of Vietnam’s Civil Code dated 24 November 2015 (as amended from time to time) shall be disregarded or, if incapable of being disregarded, any right, or remedies in relation to such provision are irrevocably waived.</p> <p>(c) Clause 6.1 shall be amended to include the following additional representations:</p> <p><i>“you are duly organized and validly existing under the law of Vietnam”</i></p> <p><i>“you have obtained all licenses and other government authorisations or approvals whatsoever of any jurisdiction, and have provided all notices and made all filings with any governmental entity or any other person or entity, that are required for , that are required for the execution and performance of the Agreement”</i></p> <p>(d) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>“to comply with all Applicable Law relating to the opening and operating of any offshore bank account and fund transfers imposed by the relevant authorities in charge of foreign exchange controls (if applicable) and, at our request, provide us with evidence showing you comply with regulations on foreign exchange controls.”</i></p>

	(e) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, a failure to perform an obligation to repay a debt within three (3) months from the due date.
--	--