

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 Buyer 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) For the purposes of the Property Securities Act 2009 (Cth), the Personal Property Securities Regulations 2010 (Cth) and any amendments to or replacements of that Act or those Regulations from time to time ("PPSA") (as defined below) only: (i) Supplier grants a security interest in each Purchased Receivable in favour of Bank that attaches upon the Purchase Price being remitted to Supplier's account in accordance with Clauses 3.6 and 3.7. Except for the purposes of the PPSA, the effect of the transfer of the Purchased Receivable to Bank in accordance with the purchase procedures of the Agreement is that the Purchased Receivable is owned by Bank; (ii) a security agreement (as defined in the PPSA) arises between Supplier and Bank under: (A) the Selective Discount Option when Supplier issues a request to Bank to purchase a Receivable; or (B) the Automatic Discount Option when Bank notifies Supplier of the Receivables it wishes to purchase. If for any reason, a security agreement is not created as contemplated in this Clause under the PPSA, the Agreement shall be construed as the security agreement for the purposes of the PPSA; (iii) the terms of each security agreement are those set forth in the Agreement and each relevant request to Bank to purchase a Receivable that Bank accepts; (iv) the Receivable is described in each security agreement by reference to all the details communicated in relation to it to Bank whether pursuant to the ETS System or otherwise; and (v) Supplier is a 'grantor', Bank is a 'secured party' or 'transferee', Receivables are 'accounts' or 'collateral' and Buyer is an "account debtor" as each term is defined under the PPSA.</p> <p>(d) Supplier agrees: (i) that, Bank (or any receiver or receiver and manager appointed by Bank) need not: (A) comply with any section of the PPSA that it is entitled under the PPSA to contract out of. Those clauses include clauses 121(4), 123, 125, 130, 132(3)(d), 132(4) and 135; or (B) give Supplier a verification statement or any other notice required to be given under the PPSA concerning registrations events such as that required under section 157(3)(b) of the PPSA; (ii) not to exercise rights under clauses 142 or 143 of the PPSA to the extent the law permits those rights to be excluded; and (iii) that nothing in the Agreement creates a security interest in favour of Supplier over the ETS System.</p> <p>(e) If under the PPSA, information of the kind described in section 275(1) of the PPSA must be disclosed under section 275(7) of the PPSA notwithstanding Clause 12, Supplier agrees that Bank is the only Person entitled to make that disclosure. Supplier acknowledges the terms of Clause 12 and will not authorise any disclosure of the Agreement or any agreement or information arising out of it.</p>

	(f) References in the Agreement to: (i) an "encumbrance" include a security interest as defined in the PPSA; and (ii) "attaches", "perfect", "verification statement", "amendment demand", "security agreement", "control" and "chattel paper" have the respective meanings to them in the PPSA.
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) To the extent applicable we: (i) confirm we have selected the appropriate representation in Appendix A to the Supplier Execution Form (for programmes facilitated by a Relevant Bank); or (ii) covenant to promptly following execution or acceptance of the Agreement (for programmes facilitated by the Operator) inform you whether: (A) we have received a stamp tax exemption from the Exchange Control Authority of Barbados; (B) we are either a licensed international business company or international society with restricted liabilities or an exempt insurance company, in each case organised under the law of Barbados; or (C) neither (A) nor (B) applies.</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> <p>(c) If, despite the intention of Supplier and Bank expressed in Clause 5 of the Agreement, a court or other decision-making authority of competent jurisdiction determines that (i) the Purchase of any Purchased Receivable hereunder is properly characterised as a loan by Bank to Supplier rather than a sale, or (ii) for any reason ownership of any Purchased Receivable is not vested in Bank, the payment of the Purchase Price for such Purchased Receivable by Bank to you shall be deemed to be the incurrence of a debt obligation by Supplier in favour of Bank in the amount of such Purchase Price and the interest of Bank in such Purchased Receivable shall be deemed to be a first priority perfected security interest in such Purchased Receivable to secure the payment and performance of such debt obligation. To address the possibility of recharacterisation of the purchase transaction, and for no other purpose, (x) Supplier hereby grants to Bank a security interest in all Purchased Receivables from time to time pursuant to the Agreement to secure all of Supplier's obligations to Bank under the Agreement, and Bank shall have, with respect to such Purchased Receivables, in addition to all rights and remedies under the Agreement, all the rights and remedies of a secured party under Applicable Law, (y) the Agreement creates a valid security interest in each of the Purchased Receivables and shall be filed, along with a statement of charge, at the Corporate Affairs and Intellectual Property Office in Barbados within 28 days from the effective date of the Agreement in order for Bank to have a perfected security interest in each of the Purchased Receivables, and (z) the statement of charge will, among other things, name Supplier as the debtor and Bank as the secured party.</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 (Barbados) or any other foreign laws or regulations in respect of bankruptcy or insolvency.</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) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"If Supplier is headquartered in Brazil, it hereby covenants that it shall: (i) on the Purchase Date, execute on paper the assignment confirmation substantially in the form in the Schedule available at the Landing Page under its own name and in benefit of the Bank, as authorised pursuant to the power-of-attorney in the form in the Schedule available at the Landing Page ; and (ii) procure to, at its own expense, register the instrument of assignment before the relevant Registries of Deeds and Documents within 20 calendar days after the Purchase Date. Supplier agrees the Bank will only provide an apostilled and notarised version of the power-of-attorney in the form in the Schedule available at the Landing Page if expressly requested by Supplier. Supplier will bear any expenses necessary for making the power-of-attorney provided in in the form in the Schedule available at the Landing Page valid and effective in Brazil."</i></p>

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 anglaise.</p> <p>(b) If the Agreement is to be construed in accordance with the law of the Province of Quebec and for all other purposes pursuant to which the interpretation of the Agreement may be subject to the law 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" and an "attorney-in-fact" shall include the concept of "mandatary", (iii) a "principal" shall include a "mandator", (iv) "holding in trust" or "receiving in trust" shall include "holding as mandatary" and "receiving as mandatary", respectively, (v) "security interest" shall include "hypothec", (vi) "perfection" and "perfected" shall respectively include "registration" and "registered", (vii) a "financing statement" shall include an "application for registration", and (viii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault".</p> <p>(c) You shall not offer to sell to Bank any Receivable of a Buyer that evidences a payment obligation for services rendered in Canada by Supplier.</p> <p>(d) If any rate of interest payable under the Agreement is expressed to be calculated on the basis of a period of less than a full calendar year, the yearly rate of interest to which such rate is equivalent is the product obtained by multiplying such rate by a fraction, the numerator of which is the actual number of days in the calendar year and the denominator of which is the number of days comprising such other basis. This paragraph is included solely to comply with the requirements of Clause 4 of the Interest Act (Canada).</p> <p>(e) The Agreement creates a valid sale and transfer of each Purchased Receivable.</p> <p>(f) In addition to providing Bank with at least 30 calendar days' notice prior to making any of the changes described in Clause 7.1(h), Supplier also covenants and agrees that before any such change is effected, financing statements or other documents (including any other documents and filings having a similar purpose) will have been properly filed in all locations necessary to continue the perfection of Bank's interest in any Purchased Receivable free of any Adverse Claim.</p> <p>(g) The words "or location of its chief executive office or registered office" shall be added after the words "jurisdiction of organisation" in Clause 7.1(h) of the Agreement.</p> <p>(h) 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>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	<p>(a) Clause 7.1(e) is replaced:</p>

	<p><i>"pay all applicable Taxes that may at any time be asserted in respect of the purchase of any Offered Receivables, the execution of the Agreement or any amount due pursuant to the Agreement, including but not limited to in Supplier's capacity as an income tax withholding agent, and promptly upon request, or at a frequency as the Bank may determine, provide Bank copies of documents evidencing Supplier's payment of all applicable Taxes"</i></p> <p>(b) Clause 8.1(b) is replaced:</p> <p><i>"any taxes relating to sales, goods and services, value added, occupational, excise, gross receipts, personal property, privilege or license taxes, stamp duties, notarial fees or withholdings, including Colombian local income taxes (impuesto sobre la renta y retención en la fuente por impuesto sobre la renta por pagos al exterior) imposed by the Colombia tax authority (Dirección de Impuestos y Aduanas Nacionales) as a result of the Bank's purchase of the Purchased Receivables under the terms of the Agreement (each of the foregoing taxes, duties or fees, a "Tax") that may at any time be asserted in respect of the purchase of any Offered Receivables, the execution of the Agreement, or any amount due pursuant to the Agreement, but not including taxes imposed upon Bank with respect to its overall net income (except for the impuesto sobre la renta y retención en la fuente por impuesto sobre la renta por pagos al exterior) imposed upon Bank by the Colombia tax authority (Dirección de Impuestos y Aduanas Nacionales)."</i></p>
COSTA RICA	<p>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>
CZECH REPUBLIC	<p>Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"Notwithstanding anything herein to the contrary you shall, on or as soon as reasonably practicable after the Purchase Date, notify Buyer in writing of the assignment of Purchased Receivables in such form as Bank may request."</i></p>
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	<p>(a) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"No negotiable promissory notes (Fi: juokseva velkakirja) or any other negotiable debt instruments have been issued in respect of the Offered Receivables."</i></p> <p>(b) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"Where the Offered Receivable is subject to a transfer restriction you shall prior to any sale of such Offered Receivable (i) collect the consent of the Buyer to the effect that the transfer restriction is no longer applicable to the Offered Receivable and (ii) pass the written consent to us."</i></p>
FRANCE	(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.

(b) Clause 11.1(a) is replaced:

“by either 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;”

(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.

(d) We will process Personal Data as a data controller.

(e) For the purposes of Articles L313-1 et seq, R 313-1 and R313-2 of the French Consumers Code (*Code de la Consommation*) and Article L.313-4 of the French Monetary and Financial Code (*Code Monétaire et Financier*), the Parties acknowledge that by virtue of certain characteristics of the purchases of Offered Receivables contemplated under the Agreement (and in particular the variable Reference Rate and Margin applicable to such purchases) the effective global rate (*taux effectif global*) cannot be calculated at the date of the Agreement. However, in order to meet the requirements of Articles L314-1 et seq, R 313-1 and R314-1 et seq of the French Consumers Code (*Code de la Consommation*) and Article L.313-4 of the French Monetary and Financial Code (*Code Monétaire et Financier*), we set out below a number of indicative calculations of the effective global rate (*taux effectif global*) based on the following assumptions: (i) the Reference Rates specified below; (ii) the Margins specified below; (iii) the Face Amounts of the Offered Receivables specified below; (iv) any fees, costs and expenses payable by you under the Agreement remain unchanged for the duration of the Agreement; (v) the Agreement will remain in full force and effect on the basis of the same contractual terms; and (vi) both Parties will comply in a timely manner with their contractual obligations under the Agreement. The calculations are based on a calendar year of [365 / 366] days. The Parties acknowledge each effective global rate (*taux effectif global*) set forth in this annex may in the future increase or decrease depending on the various hypothesis and parameters taken into account for the calculations. Bank shall send to Supplier a letter setting out an updated indicative calculations of the effective global rate (*taux effectif global*) prior to changing the way it determines the Reference Rate or the rate added to it to determine the Discount Rate.

TAUX EFFECTIF GLOBAL INDICATIVE CALCULATIONS				
Currency	EUR	USD	CHF	GBP
Face Amount	1,218,000.00	1,500,000.00	2,000,000.00	500,000.00
Discount Period (days)	165	30	60	90
Margin (%)	1.50	1.50	1.50	1.5
Reference Rate (%)	2	2.5	8	6
Discount Charge	19,271.10	4,931.51	31,232.88	9,246.58

		Purchase Price	1,198,729	1,495,068	1,968,767	490,753	
		Taux Effectif Global (% per annum)	3.50	4.00	9.50	7.50	
		Taux Effectif Global (% for such Discount Period)	1.58	0.33	1.56	1.85	
GERMANY	<p>(a) For the purposes of Clauses 6.1(g) and 7.1(g), "beneficial ownership" means <i>wirtschaftlichBerechtigter</i>.</p> <p>(b) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"in case that the contract between Buyer and Supplier represents a commercial transaction for both Parties (beidseitiges Handelsregschäft) within the meaning of Clause 343 of the German Commercial Code (Handelsgesetzbuch) the transfer and assignment of the Purchased Receivable is not excluded by a prohibition of assignment"</i>.</p>						
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> <p>(c) Within the framework of the Agreement, the Bank and you shall process the disclosed personal data as independent data controllers, determining the purposes and means of the data processing, and are bound to comply with the corresponding obligations according to the applicable data protection law, including any applicable national and European data protection or privacy law, as amended from time to time, to which the Bank and Supplier are subject, as applicable, and in particular the General Data Protection Regulation (EU) 2017/679 ("GDPR") and any other law implementing, amending, supplementing or replacing the GDPR.</p>						
HONDURAS	<p>(a) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"you have obtained all licenses and other government authorisations 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 (including the sale, shipment and delivery of the goods to a Buyer and performance of the services), and without limiting the foregoing, the transaction does not violate any Applicable Law."</i></p> <p>(b) Clause 7.1 shall be amended to add in the following additional covenants:</p> <p><i>"except for the sale of Purchased Receivables to Bank hereunder, not (i) sell or assign or otherwise dispose of any Purchased Receivable, which shall include the annotation or the endorsement of the Pagaré that represents the monetary obligations derived from such Purchased Receivable made in the form stated in Article 487 of the Honduras Code of Commerce, or (ii) create any Adverse Claim or suffer to exist any Adverse Claim arising as a result of its action or inaction upon or with respect to any Purchased Receivable, it being understood and agreed in the case of clauses (i) and (ii) of this clause that Supplier is not intending thereby to have or retain any right, title or interest in or to any such Purchased Receivable"</i></p>						

	<p><i>"upon the Purchase of the Offered Receivable pursuant hereto, such Offered Receivable will have been validly assigned and sold to Bank, and Supplier will have recorded in its accounting books the sale and transfer of such Offered Receivable to Bank"</i></p> <p><i>"you shall keep your books and accounts in accordance with generally accepted accounting principles, consistently applied, and shall make a notation on its books and records, including any computer files, to indicate that the Purchased Receivables have been sold to Bank; and you shall maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Purchased Receivables and related contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for collecting all Purchased Receivables (including, without limitation, records adequate to permit the daily identification of each Purchased Receivable and all collections of and adjustments to each Purchased Receivable"</i></p> <p><i>"you shall also timely complete the Monthly Statement of Withholdings (Form DMR-540) and file such form via an electronic banking platform, or manually, with a branch of a financial institution authorised by the Servicio Administrativo de Rentas to receive taxes upon remitting such payment"</i></p> <p>(c) A new Clause 13.14 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>
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>(a) 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); (iv) Clause 7 (Covenants); (v) Clause 8 (Indemnity); (vi) Clause 9 (Set-Off); (vii) Clause 15 (Governing Law).</p> <p>(b) Should the contractual relationship be categorised as a loan, all terms of the Agreement shall be interpreted as being in accordance with the rules of the Hungarian Civil Code on factoring, especially but not limited to its Clauses 6:405-6:408 which means inter alia the following: (i) the payment of the Purchase Price by Bank to you shall be regarded as the payment of a financing loan and the assignment of the Receivable qualifies as granting of a collateral in each such Receivable which will only be effective if registered in the collateral register ("Credit Security Registry") and attaches upon the Purchase Price being remitted to your account in accordance with Clauses 3.6 and 3.7; and (ii) Supplier is a 'debtor' or 'assignor', Bank is a 'factor' or 'assignee', Receivables are 'collateral' and Buyer is a 'third party' as each term as defined under the Hungarian Civil Code.</p>

	<p>(c) Should the contractual relationship be categorised as a loan, then in addition to Clause 5, the Parties agree that we shall also be entitled to terminate the factoring contract if: (i) the debtor impedes any investigation relating to his solvency and to the legal status of the transferred claim; (ii) the deterioration of the debtor's financial standing or his conduct, if aimed at depleting funds, jeopardises fulfilment of his obligation of reimbursement; (iii) the financial standing of the debtor of the transferred claim has deteriorated to an extent where it jeopardises satisfaction of the claim. If the contract is terminated the debtor shall reimburse the sum paid by the factor with interest, and the factor shall be liable to re-assign the claim to the debtor. Where more than one claim is transferred, the factor shall be entitled to terminate the contract with respect to one or more receivable(s).</p> <p>(d) If pursuant to Clause 7.1(a) any assets are to be held on trust by Supplier for Bank (such assets "Trust Assets"), this shall mean an obligation of Supplier according to Clause 6:198 sub-para (3) of the Hungarian Civil Code to keep the Trust Assets separate from his own assets, and to deliver them to Bank without delay. Your creditors shall not be entitled to lay claim to such Trust Assets.</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 representations:</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><i>"each Offered Receivable is due on the Maturity Date specified on the Invoice therefor and as further set forth in the ETS System or otherwise, there is no defence to payment by the Buyer obligated on such Offered Receivable or of any claim that payment is not required in full on the Maturity Date and the payment due in respect of such Offered Receivable is unconditional."</i></p> <p><i>"if you are an LLP / partnership firm: (i) the partners disclosed to the Bank are the only partners of Supplier; (ii) none of the partners have been declared insolvent and there are no insolvency or similar proceedings pending against any of them; and (iii) each partner is of sound mind and has the capacity to enter into and perform its obligations under the Agreement and is not otherwise disqualified under the provisions of the Indian Contract Act, 1872 and any other Applicable Law"; (ii) "Where Supplier is a sole proprietor it is not otherwise disqualified under the provisions of the Indian Contract Act, 1872 and any other Applicable Law"; (iii) "in case any pre-shipment/packing credit facility has been availed by Supplier, you have complied with the rules and regulations framed by RBI in connection with pre-shipment/packing credit facilities"; (iv) "the supply of Goods is in compliance with all Applicable Law in India"; (v) "no application for initiating insolvency proceedings under the provisions of the Insolvency and Bankruptcy Code, 2017 ("IBC") have been admitted in respect of Supplier and Supplier is not aware of any insolvency proceeding under IBC having been admitted in respect of the Buyer"; and (iv) "the amount of such Offered Receivable is not less than the amount reported by Supplier to the Bank and has not been, and there are no grounds that the amount of such Offered Receivable would be, reduced, delayed or otherwise adjusted on account of any defective, damaged, rejected, returned, repossessed or foreclosed Goods, any discount or allowance, any incorrect billing or other adjustments or setoffs in respect of any claims by such Buyer or any shipping charge, tax, duty or other fee or payment of any kind and that all representations or warranties in an underlying transaction between Supplier and the Buyer related to the Purchased Receivables were true, correct or accurate when made".</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 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 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><i>"For so long as the Buyer has any obligation to pay in respect of a Purchased Receivable, you shall ensure that there are no obligations, liabilities, counterclaims or claims of any kind whatsoever due from Supplier to Buyer which can be or is set off against any payment obligation due from Buyer in respect of the Purchased Receivable."</i></p> <p><i>"if you are an LLP / partnership firm, the Agreement and the obligations of Supplier and each partner under the Agreement will survive the resignation, expulsion, retirement, death, bankruptcy or incapacity of any partner of you."</i></p> <p><i>"if you are a sole proprietor, you shall not make, effect or impose any changes in your constitution as a sole proprietor."</i></p> <p>(d) You shall ensure that Supplier's account or any other account to which the Purchase Price for any Purchased Receivable is remitted is always held with an authorised dealer bank registered as such with the RBI ("Authorised Dealer") and, if you have availed itself of any pre-shipment/packing credit for the Goods relating to such Purchased Receivable, with the Authorised Dealer that has provided such pre-shipment/packing credit. All terms of availing pre-shipment/packing credit shall be in compliance with the regulations framed by the Reserve Bank of India ("RBI") (including, without limitation, the time period for availing such pre-shipment/packing credit facility).</p> <p>(e) The following defined terms are inserted in Clause 17.1:</p> <p><i>"Supplier Bank" means an Authorised Dealer with which Supplier's account or any other account to which the Purchase Price for any Purchased Receivable is remitted is held.</i></p> <p><i>"Limited Liability Partnership" or "LLP" means a limited liability partnership incorporated under the (Indian) Limited Liability Partnership Act, 2008 (as amended, modified or replaced from time to time).</i></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 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>(d) 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>
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". 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> <p>(c) A new Clause 4.3 is inserted:</p> <p><i>"In connection with the sale to Bank of Receivables (i) from a Supplier incorporated in Italy, and/or (ii) where the Buyer is incorporated in Italy and/or (iii) where the Receivables, as evidenced in the relevant Invoices, have arisen pursuant to agreements for the provision of goods or services governed by the law of Italy, the relevant Notice of Assignment may (in addition to the manner described in the Buyer Payment Services Agreement) be sent by means of an instrument bearing certified date (data certa) pursuant to Articles 1264 and 1265 of the Italian Civil Code in form satisfactory to Bank and which will be substantially in line with the form in the Schedule available at the Landing Page ".</i></p> <p>(d) Supplier and Bank agree that, to the extent applicable, each Purchase of Receivables should be regarded as being effected pursuant to the provisions of, and with the effects of, Italian Law no. 52 of 21st February 1991 and subsequent amendments ("L. 52/1991").</p> <p>(e) Every payment and relevant debiting and crediting date(s) of the Purchase Price relating to each Purchased Receivable will be registered and saved in Bank's and of Supplier's book-keeping statements.</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 kigyō"); (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>
JORDANIA	None
KOREA	<p>(a) In case the Purchased Receivable is governed by Korean law, the Notice of Assignment given to, or an acknowledgement or consent thereto obtained from, the Buyer shall bear a fixed date stamp.</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> <p>(c) The following paragraph shall apply to the extent the Agreement: (i) is not governed by Korean law; and (ii) the Purchased Receivable is governed by Korean law:</p>

	<p><i>"To perfect the assignment of a receivable under a contract governed by Korean law, notice must be given to, or an acknowledgment or consent obtained from the Buyer of the assignment, in either case bearing a fixed date stamp."</i></p> <p>(d) In the event: (i) 'Applicable Law' is deemed to be Korean law; (ii) the Supplier is domiciled in Korea; and (iii) Bank is not domiciled in Korea then references in the Agreement to "Applicable Law" shall be deemed to include the following language:</p> <p><i>"(including those requirements relating to transfer of Purchased Receivables to an entity outside Korea under the Foreign Exchange Transaction Law and the regulations thereunder (if applicable))."</i></p>
LUXEMBOURG	<p>(a) A new Clause 12.15 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 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 the 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 the 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	<p>(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 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>
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 13.15 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 13.16 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 ETS System or other electronic means, including, without limitation, the creation of binding contracts through the ETS System 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 ETS System or other electronic means or a breach by you of any of your representations 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."</i></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
NEW ZEALAND	<p>(a) The Relevant Bank may register a financing statement on the New Zealand Personal Property Securities Register (NZ PPSR) in respect of the Agreement to perfect its security interest in the Purchased Receivables under the NZ PPSA and you must make all reasonable efforts to assist the Relevant Bank to complete registration of a financing statement on the NZ PPSR to enable it to perfect and maintain the perfection of its security interest in the Purchased Receivables.</p> <p>(b) You waive your right under section 148 of the NZ PPSA to receive a copy of a verification statement in respect of any financing statement or financing change statement registered by the Relevant Bank in respect of this Agreement.</p> <p>(c) To the extent applicable, none of the sections referred to in section 107(1), and none of the rights referred to in section 107(2), of the NZ PPSA applies to this Agreement.</p>
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 is replaced:</p> <p style="margin-left: 40px;">A <i>The Agreement shall be governed by and construed in accordance with the law of Hong Kong.</i></p> <p style="margin-left: 40px;">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 style="margin-left: 40px;"><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 Supplier 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"). Supplier 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 Bank is the original party, and that the Agreement shall remain in force and no consent or approval from Supplier 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 is replaced:</p> <p style="margin-left: 40px;">A <i>The Agreement shall be governed by and construed in accordance with the law of the PRC.</i></p> <p style="margin-left: 40px;">B <i>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>(g) The following language shall be added at the end of Clause 3.6 of the Agreement:</p> <p><i>“For avoidance of doubt, where the Offered Receivables are purchased by Bank acting through its non-PRC branch, the Purchase Price has included the applicable PRC value added tax (and its surcharges) which will be paid by you as the withholding agent. The Supplier will, as notified by Bank, provide the tax clearance certificates issued by the tax authority to the Bank as soon as practicable. Where the Offered Receivables are purchased by Bank acting through its PRC branch, or in the event of the Successor Bank as defined in paragraph (d) below, the difference between the Purchase Price and the Face Amount has included the applicable PRC value added tax which will be paid by the PRC branch of Bank or the Successor Bank (as applicable) directly.”</i></p> <p>(h) 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> <p><i>“PBOC Registration System” means the Account Receivable Pledge Registration System of the Credit Reference Centre of the People’s Bank of China.</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 representation:</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> <p>(d) The determination of the Purchase Price under Clause 3.6 shall also be less any tax under the Applicable Law on the sale of the Receivables (except any gross receipt tax or income tax imposable on the Bank), which the Parties agree shall be borne by the Supplier.</p> <p>(e) A new Clause 4.3 shall be inserted:</p> <p><i>“The Bank and the Supplier shall execute a Deed of Assignment of the Offered Receivable substantially in the form in the Schedule available at the Landing Page, and the purchase of such Offered Receivable shall be completed”.</i></p> <p>(f) At the end of Clause 5.2 the following sentence is inserted:</p> <p><i>“Further, should the Bank purchase any Offered Receivable, it is understood and agreed that such purchase shall be equivalent to the placing of the titles of ownership of the Offered Receivables in the possession of the Bank and shall constitute delivery of such Offered Receivables. Upon acceptance by Bank of the Purchase Request, the assignment, transfer and conveyance of the Offered Receivables shall be perfected and the Supplier shall be deemed to have assigned, transferred, and conveyed to Bank, and Bank shall be deemed to have purchased and acquired from Supplier, all of Supplier’s title and interest in and to the Offered Receivable, together with all rights, interests, and benefits of Supplier therein free of any Adverse Claims without any further action or documentation being required on the part of Supplier or Bank. Further,</i></p>

	<p>for avoidance of doubt, each purchase of a Purchased Receivable shall constitute and be treated as an outright sale of the Purchased Receivable from Supplier to Bank, and shall not be considered a security interest under Republic Act No. 11057, otherwise known as the Personal Property Security Act.”</p>
POLAND	<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 does not pay his debts as they fall due; or the Person’s debts exceed the value of its assets and that state of affairs persists for a period longer than 24 months, even if the Person pays those debts as they fall due.</p> <p>(b) Clause 3.6 is replaced:</p> <p><i>“The Purchase Price in respect of any Offered Receivable shall be the Face Amount less the Discount less any VAT. The indicative Purchase Price for an Offered Receivable may be displayed on the Platform from time to time but shall be calculated at the time we accept a Purchase Request and shall be available to you via the Platform or the ETS System (as applicable to your programme) after the Purchase Date”.</i></p> <p>(c) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>“You shall, not later than the date you first make a Purchase Request, provide us with the following information related to you (to the extent applicable): (i) business name; (ii) registered office address; (iii) National Court Register number; (iv) NIP (tax identification number); and (v) REGON (statistical identification number) or equivalent information, evidenced by an electronic excerpt from the National Court Register”.</i></p> <p>(d) Notwithstanding any provisions related to termination of the Agreement in the Agreement, termination or cancellation of the Agreement is not possible with respect to the bankruptcy or restructuring proceedings on the territory of Poland in which: (i) a petition for bankruptcy is filed; (ii) a bankruptcy is declared; (iii) an application for the opening of the accelerated arrangement proceedings is filed; (iv) the accelerated arrangement proceedings are opened; (v) an application for approval of the arrangement is filed; (vi) the arrangement is approved; or (vii) the arrangement date is announced.</p> <p>(e) The transfer or purported transfer, of Supplier’s entire right, title and interest in and to a Purchased Receivable pursuant to the Agreement Agreement, shall constitute, with respect to receivables governed by Polish law, an assignment (“<i>cesja</i>”) within the meaning of art. 509 of the Polish Civil Code.</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</p>

	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.
ROMANIA	<p>(a) The Supplier 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, you 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 (in Romanian, contract de adeziune), being the result of the negotiation between the Parties.</p> <p>(b) For the purposes of Article 1221 of the Romanian Civil Code, you 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 (in Romanian: <i>stare de nevoie</i>) as at the date of the Agreement.</p> <p>(c) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 17.1, each of the following: the value of the assets of you are less than the value of its liabilities in accordance with paragraph 2 article 1417 of the Romanian Civil Code or the value of the net assets of you falls under half its subscribed share capital according to Article 15324 of the Romanian Companies Law No. 31/1990.</p> <p>(d) If, despite the intention of Supplier and Bank expressed in Clause 5, a court or other decision-making authority of competent jurisdiction determines that (i) the purchase of any Purchased Receivable hereunder is properly characterised as a loan by Bank to Supplier rather than a sale, or (ii) for any reason ownership of any Purchased Receivable is not vested in Bank, the payment of the Purchase Price for such Purchased Receivable by Bank to you shall be deemed to be the incurrence of a debt obligation by Supplier in favour of Bank in the amount of such Purchase Price and the interest of Bank in such Purchased Receivable shall be deemed to be a security interest (assignment for security interest as provided by Article 2347(2) of the Romanian Civil Code) in such Purchased Receivable to secure the payment and performance of such debt obligation. To address the possibility of recharacterisation of the purchase transaction, and for no other purpose, Supplier hereby grants to Bank a security interest in all Purchased Receivables purchased by Bank from time to time pursuant to the Agreement to secure all of Supplier’s obligations to Bank under the Agreement, and Bank shall have, with respect to such Purchased Receivables, in addition to all rights and remedies under the Agreement, all the rights and remedies of a secured party under Applicable Law.</p>
SAUDI ARABIA	<p>(a) A new Clause 2.3 is inserted as follows:</p> <p><i>“You also acknowledge that you have indirectly requested us to contact you to discuss your participation in the Buyer’s supply chain finance programme and you confirm you have received no form of sales or marketing documentation or other verbal, written or electronic marketing from the Bank or any of its Affiliates.”</i></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>(c) 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>(d) 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>(e) A new Clause 4.4 is inserted:</p> <p><i>"In addition to what is stated in Clause 4 of the Agreement, and for the avoidance of doubt, where the Buyer is in the KSA, you expressly authorises the Bank to commence any legal action or proceedings in your name if necessary and you expressly agrees and undertakes to take any action necessary to ensure that it is made a party to any legal proceedings against the Buyer, at the request of the Bank."</i></p>
SCOTLAND	Notwithstanding anything else to the contrary in the Agreement, the Supplier hereby selects the Selective Discount Option in respect of any Receivables governed by the law of Scotland to be sold pursuant to the Agreement.
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) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"Supplier and Buyer 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 law as amended."</i></p>
SPAIN	<p>(a) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"within three Business Days of a request by us, you undertake to notarise the Agreement and/or execute and notarise a transfer deed in respect of any Purchased Receivable (each a "Transfer Deed") in such form and before such Spanish Notary Public ("Notary") as specified by us. We authorise you to attach the list of Purchased Receivables and the relevant Buyer(s) in electronic form to each Transfer Deed, or in written form if requested by us. The Parties hereby expressly agree that the execution of each Transfer Deed shall have the effect of delivery of Receivables sold and transferred by virtue of each Transfer Deed in accordance with the provisions of Articles 1,462, 1,463 and 1,464 of the Spanish Civil Code."</i></p> <p>(b) For the purposes of Clause 3.8(b) of the Agreement, the purchase of any Offered Receivable shall also include all security deposits, guarantees, letters of credit, banker's acceptances, supporting obligations, all insurance policies and claims thereunder, and all other claims related to such Purchased Receivable.</p>
SOUTH AFRICA	<p>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>
SRI LANKA	<p>(a) The Supplier agrees that any claim it has under or in respect of any Purchase Receivables which the Bank has paid the Purchase Price are extinguished.</p> <p>(b) Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>"No transaction contemplated by the Agreement amounts to a Major Transaction in terms of the Companies Act, No. 7 of 2007 as amended;"</i></p> <p>(c) Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"not to upload information relating to or otherwise approve for payment Invoice(s) with a Maturity Date that exceeds 180 days;"</i></p>

	<p>(d) Clause 11.3 is replaced:</p> <p><i>"The Agreement may be modified or amended only by a written agreement signed by each Party hereto other than by electronic means."</i></p> <p>(e) The first sentence of Clause 13.11 is replaced:</p> <p><i>"At our discretion, this Agreement may be executed in as many counterparts as necessary or convenient, each of which, when so executed (and any copy of an executed counterpart that is an electronic record), shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement."</i></p>
SWEDEN	<p>Clause 7.1 shall be amended to include the following additional covenant:</p> <p><i>"If at any time Supplier receives any payment with respect to any Purchased Receivable or in respect of the Goods related to such Purchased Receivable from the Buyer obligated on such Purchased Receivable, you shall promptly segregate such payment from its other funds and keep it segregated as escrow funds (Sw. redovisningsmedel) in accordance with the Swedish Funds Accounting Act (Sw. Lag (1944:181) om redovisningsmedel) for the benefit of Bank, and remit and deliver such payment to Bank, in the same form as so received with all necessary endorsements, without any deduction or withholding for taxes, levies, duties or other similar charges, as soon as practicable, but in no event later than two Business Days after receipt t by Supplier;"</i></p>
SWITZERLAND	<p>(a) Whilst the Parties acknowledge that you shall have no obligation to offer Receivables to us, you agree and acknowledge that you are obliged to execute a Purchase upon the Purchase Date.</p> <p>(b) You acknowledge and agree that Customer Information collected and processed by Bank of America Corporation and/or its Group regarding your business with us may include some Personal Data.</p> <p>(c) You acknowledge and agree that the processing of Customer Information and Personal Data described in the Agreement may involve international transfers of Personal Data, including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located and/or may allow access to Personal Data by governmental institutions. In this respect, we may have taken measures to ensure that the Customer Information and the Personal Data are protected by entering into, where appropriate, data transfer agreements.</p> <p>(d) You acknowledge and agree that we may need to share and transfer Customer Information and Personal Data globally with the Group and with selected third party contractors to the extent and for the purposes indicated below (and in addition to the other purposes indicated in the Agreement):</p> <ul style="list-style-type: none"> (i) within the Group: (A) to perform our obligations or provide the services under the Agreement, or such other services as we may agree with you from time to time; (B) to carry out and/or facilitate transactional and data processing; (C) for information management or banking relationship purposes, carrying out internal business processes such as data analysis with applicable laws or regulations; and (D) for the purposes of conducting credit assessments; (ii) to third party contractors we may engage to provide storage, information technology, transactional, data processing and other services to us and/or to the Group and in those circumstances, they will be required to treat Personal Data (and other Customer Information) solely in accordance with our instructions; you acknowledge and agree that the third party contractors we may have engaged may on their part further transfer Customer Information and Personal Data to approved sub-contractors in other jurisdictions e.g. for the purposes of data processing or backup data; and (iii) to certain other third Parties, including, without limitation, to SWIFT, any jurisdiction's central bank or any other bank or financial institution, any clearing house association or processor or clearing system, transaction beneficiaries, any private or common carrier communication or transmission facility, any time-sharing

	<p>Supplier or any mail or courier service to perform our obligations or provide the services under the Agreement, or such other services as we may agree with you from time to time, or to facilitate transactions.</p> <p>(e) You further expressly consent to the disclosure of Customer Information and Personal Data by us, or any of our Group: (A) at the request of any governmental, regulatory, securities exchange or other similar agency or authority to which we are subject or submit or to which any such office, branch, subsidiary affiliate or unit is subject or submits; (B) to our or its professional advisers or auditors; (C) pursuant to subpoena or other court process, or to the extent required in connection with any litigation between us or any offices, branches, subsidiaries, affiliates or units and you; (D) that has become public other than through our breach of these confidentiality obligations; (E) which is obtained by us from a third party who is not known by us to be bound by a confidentiality agreement with respect to that Customer Information; or (F) when otherwise required to do so in accordance with Applicable Law or governmental process. Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under (C) of this paragraph.</p>
TAIWAN	<p>Clause 6.1 shall be amended to include the following additional representation:</p> <p><i>“No sales, use, excise, utility, gross receipts, value added or other similar tax is imposed by any governmental authority (federal, provincial, state, local or foreign) on the sale of those Goods by Supplier to Buyer which gives rise to the applicable Offered Receivable, except for circumstances where the business tax under the Taiwan Value-added and Non-value-added Business Tax Act may apply on the sale of those Goods sold by Supplier to Buyers.”</i></p>
THAILAND	None
TURKEY	<p>(a) For the purposes of the Agreement, any purchase by a Relevant Bank of any Purchased Receivable shall be treated by the Parties as a purchase on a non-recourse basis to the Supplier.</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 Supplier 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 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).</p>
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>

- (b) To the extent not already forming part of the Agreement, a new Clause C of the Governing Law and Arbitration Schedule is inserted:
- "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."*
- (c) A new Clause 5.3 is inserted:
- "If, despite the intention of the Parties expressed in Clause 5 a court or other decision-making authority of competent jurisdiction determines that: (i) the purchase of any Purchased Receivable hereunder is properly characterised as a loan rather than a sale, or (ii) for any reason ownership of any Purchased Receivable is not vested in us, the payment of the Purchase Price for such Purchased Receivable shall be deemed to be the incurrence of a debt obligation by you in our favour in the amount of such Purchase Price and our interest in such Purchased Receivable shall be deemed to be a first priority perfected security interest in such Purchased Receivable to secure the payment and performance of such debt obligation. To address the possibility of recharacterisation of the purchase transaction, and for no other purpose, you hereby grant to us a security interest in all Purchased Receivables purchased or purported to be purchased by us from time to time pursuant to the Agreement, and all payments and proceeds thereof, to secure all of your obligations under the Agreement, and we shall have, with respect to such Purchased Receivables, in addition to all rights and remedies under the Agreement, all the rights and remedies of a secured party under Applicable Law."*
- (d) A new Clause 5.4 is inserted:
- "The Parties agree and acknowledge that, by the execution or acceptance of the Agreement by: (i) Supplier's use of Click Through Action; and (ii) our submission of a Notice of Satisfied Conditions to Supplier the Agreement creates a valid security interest (under and as defined in the UCC) in each Purchased Receivable. Upon the filing of a UCC financing statement in your location determined in accordance with the UCC, listing you, as debtor, and us as secured party purchaser, and covering Purchased Receivables from time to time purchased hereunder, we shall have a first/seller priority perfected security interest (under and as defined in the UCC) in each such Purchased Receivable."*
- (e) A new Clause 5.5 is inserted:
- "In addition to providing us with notice prior to making any of the changes described in Clause 7.1(h), you also covenant and agree that before any such change is effected, UCC financing statements or other documents (including any other documents and filings having a similar purpose) will have been properly filed in all locations necessary to continue the perfection of our interest in any Purchased Receivable free of any Adverse Claim."*
- (f) Clause 6.1 shall be amended to include the following additional representations:
- "your correct legal name, as it appears in your organisational and/or constitutional documents, your organisational identification number issued by the jurisdiction of organisation are either as set out on the Company Details Page or in the Supplier Execution Form (as applicable to your programme);"*
- "you have not changed either: (i) your legal name; or (ii) your form of organisation, in any way within the past five years, including, in each case, through: mergers or amalgamations, consolidations, acquisitions or any change in jurisdiction of organisation;"*
- "you do not conduct and have not in the previous five (5) years conducted business under any trade name or other name other than those set out on the Company Details Page or in the Supplier Execution Form (as applicable to your programme);"*

	<i>"the chief executive or registered office and the location of your books and records are as set out on the Company Details Page or in the Supplier Execution Form (as applicable to your programme);"</i>
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) You hereby waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.</p> <p>(d) Clause 6.1 shall be amended to include the following additional representations:</p> <p><i>"you are duly organised and validly existing under the law of the jurisdiction of organisation either as set out on the Company Details Page or in the Supplier Execution Form (as applicable to your programme)"</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>(e) 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> <p>(f) 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.</p>