

1. THE PARTIES TO THE AGREEMENT

1.1 “Bank”, “Relevant Bank”, “we”, “us” and “our” refers to each Bank of America Corporation subsidiary bank that is or becomes a Relevant Bank. A list, which we may change from time to time, of such Bank of America Corporation subsidiary banks which may provide services to you under the Agreement from time to time is set out in the Bank Schedule.

1.2 “Supplier”, “you” and “your” refers solely to the entity (other than a Bank) executing or otherwise accepting the Supplier Execution Form.

1.3 “Party” refers to one of “us” or “you” (as the context requires) and “Parties” refers to “us” and “you”.

2. SCOPE OF AGREEMENT

2.1 You agree and acknowledge that the scope of the Agreement is as described in paragraph 1 of the Supplier Execution Form.

2.2 You acknowledge that:

- (a) the Buyer has, in respect of Posted Invoices for which we have paid the Purchase Price in accordance with Clause 3.7, authorised and instructed us to perform certain payment services and, for these purposes, the Buyer shall pay the value of the Posted Invoices on the relevant Maturity Date to us or to an account that we maintain for such Buyer (the **Payment Obligation**);
- (b) the arrangements contemplated by the Agreement have been initiated by, and are for the benefit of, the Buyer, and solely for the purposes of the Agreement, we do not consider you to be a client of ours; and
- (c) save for carrying out various functionalities under the Agreement, we do not have any other contact or arrangements with you, and any action taken by us shall not be construed as us acting on instructions from you.

3. PURCHASE

3.1 From time to time, you may, via the Platform, upload information relating to or otherwise approve for payment Invoice(s) issued by you or on your behalf evidencing Receivables due from such Buyer (“**Posted Invoices**”).

3.2 In the Supplier Execution Form you must inform us of your selection of “selective” or “automatic” discounting to request us to purchase Receivables from you. You shall promptly notify us of any change to your selection in such means and in such form as we may specify from time to time. Any such notice shall not be effective until we receive such notice and have had a reasonable time to act on it. Until such notice becomes effective we may rely on your existing selection. If you make no selection you agree to “automatic” discounting” and acknowledge that we may deem you to have selected “automatic” discounting.

3.3 If you have or are deemed to have selected “automatic” discounting in accordance with Clause 3.2, you shall be deemed automatically to offer for sale, and have made a purchase request in respect of, each Receivable relating to any Posted Invoice (each, an “**Offered Receivable**”) in accordance with the terms of the Agreement if the relevant Buyer uploads or otherwise approves for payment such

Posted Invoice (each, an “**Automatically Offered Receivable**”). If you have selected “manual” discounting in accordance with Clause 3.2, you may from time to time offer Receivables for sale to us in accordance with the terms of the Agreement by submitting a purchase request via the Platform (each, a “**Manually Offered Receivable**”, together with each Automatically Offered Receivable, the “**Offered Receivables**” and, each, an “**Offered Receivable**”). Each such offer and request (each a “**Purchase Request**”) under this Clause 3.3 is irrevocable.

3.4 Notwithstanding any other provision of the Agreement, no Relevant Bank is under any obligation to accept any Purchase Request and, accordingly, may determine for any reason or no reason to refuse to accept any Purchase Request and/or purchase any Offered Receivable. No Relevant Bank is under any obligation to notify you if it elects not to accept any Purchase Request and/or purchase any Offered Receivable and no assurance is given that any Offered Receivable will be purchased until it has become a Purchased Receivable.

3.5 Your offer to sell any Offered Receivable shall remain in effect until the earlier of:

- (a) the purchase of the Offered Receivable pursuant to this Clause 3;
- (b) the underlying Maturity Date occurring; or
- (c) any other time determined by us and communicated to you via the Platform (or otherwise).

3.6 The Purchase Price in respect of any Offered Receivable shall be the Face Amount less the Discount. 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 after the Purchase Date.

3.7 Any Relevant Bank may (in its absolute discretion) from time to time:

- (a) accept any Purchase Request in respect of any Offered Receivables; and
- (b) purchase any Offered Receivable,

by paying the Purchase Price in respect of such Offered Receivables to the Supplier Account (the date reflected in the Platform of any such purchase, being the “**Purchase Date**” for such Purchased Receivable).

3.8 Upon payment of the Purchase Price in accordance with Clause 3.7:

- (a) the purchase of such Offered Receivable is completed and becomes a Purchased Receivable; and
- (b) you sell, assign and transfer (and agree to sell, assign and transfer) all rights, title, benefit and interest in and to such Offered Receivable and the proceeds thereof free of any Adverse Claims without any further action or documentation being required.

3.9 The Relevant Bank’s determination of the Purchase Price of a Purchased Receivable with or without the application of any Credit Memos by any Buyer and/or any Relevant Bank shall be final, conclusive and binding absent manifest error.

3.10 We do not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to any Reference Rate or Replacement Reference Rate or the effect of any of the foregoing.

3.11 In respect of each Posted Invoice, you confirm (including for the benefit of the relevant Buyer) that, in respect of any Receivable relating to that Posted Invoice, payment by the Buyer of the Payment Obligation in relation to the relevant Posted Invoice to us discharges such Receivable pro rata to the payment made. You acknowledge and agree that (i) resolution of any dilutions, Credit Memos or other adjustments which were not reflected in the value of the Face Amount of the relevant Receivable and (ii) any payment obligations of either you or the Buyer under the commercial contract between the Buyer and you (other than the Buyer's obligation to pay the Face Amount), are beyond the scope of the Agreement and are unaffected hereby.

4. FURTHER ASSURANCE

4.1 You shall, from time to time, at our request, execute and deliver any such documents and do all acts and things as may be, in our determination, necessary or advisable to give effect to or to protect our rights, interest and benefits in respect of the Agreement and/or to confer to us all rights, title, benefit and interest in and to any Purchased Receivable.

4.2 You irrevocably authorise and instruct us to, at any time, perform such acts and execute and deliver such documents as we may determine necessary or advisable to facilitate the exercise, enforcement or perfection of any of our rights under the Agreement or in relation to any Purchased Receivables, including to:

- (a) give notice of assignment to a Buyer for each Purchased Receivable in any form required by us, including in your name and on your behalf; and
- (b) prepare and file from time to time (including prior to the purchase of any Offered Receivable) any instruments, documents and filings relating to Purchased Receivables necessary or advisable in our determination to perfect or protect our interest in the Purchased Receivables (including one or more UCC financing statements (including continuation statements and amendments thereto)).

5. TRUE SALE

5.1 It is the intention of the Parties that each purchase by a Relevant Bank of an Purchased Receivable shall:

- (a) constitute and be treated as a true sale from you to the Relevant Bank;
- (b) be absolute and irrevocable; and
- (c) provide that Relevant Bank with the full legal and beneficial ownership of such Purchased Receivable.

5.2 No Party intends the transactions contemplated hereunder to be, or for any purpose to be characterised as, loans from the Relevant Bank to you. For the avoidance of doubt, it is the intent of the Parties that we shall assume the credit risk of the relevant Buyer in respect of any Purchased Receivables and the provisions hereof shall be read consistently with such intent.

6. REPRESENTATIONS

6.1 You represent and warrant to us on the date of the Agreement, the date of the offer to sell any Offered Receivable and each Purchase Date that:

- (a) you are duly organised, validly existing and in good standing under the law of the jurisdiction of organisation listed specified by you in the Supplier Execution Form and are duly qualified and in good standing in all jurisdictions where the nature of the business transacted by you or property owned by you makes such qualification necessary;
- (b) your: (i) correct legal name (as it appears in your organisational and/or constitutional documents); and (ii) your organisational identification number issued by the jurisdiction of organisation (if any), are in each case as specified by you in the Supplier Execution Form;
- (c) your execution, delivery and performance of the Agreement does not, and will not, contravene, violate or conflict with:
 - (i) any Applicable Law;
 - (ii) any agreement or instrument to which you are a party or by which you or your property is bound (including any underlying contract generating the Posted Invoices or any credit agreement to which you are a party); or
 - (iii) any court or administrative or arbitral order, judgment or decree applicable to you or your assets;
- (d) the Agreement is legal, valid and enforceable against you according to its terms and has been duly authorised and executed by you and any Person that has entered into the Agreement for and on your behalf is duly authorised to do so, each in accordance with your constitutive documents and Applicable Law;
- (e) all data in the Platform with respect to a Posted Invoice and/or Offered Receivable has been uploaded, entered or otherwise provided by or on behalf of your Authorised Users and is complete, true and correct in all respects;
- (f) you are not subject to any Insolvency Event;
- (g) you are the sole legal and beneficial owner of each Offered Receivable free and clear of any Adverse Claim and, upon the purchase of each Offered Receivable, we will be the sole legal and beneficial owner of such Offered Receivable, free and clear of any Adverse Claim;
- (h) any underlying contract under which any Offered Receivable arises is valid and enforceable in accordance with its terms and does not prohibit the sale of the Offered Receivable and you have performed your obligations under such contract in all material respects;
- (i) the Face Amount of each Offered Receivable will be owed by the relevant Buyer on the respective Maturity Date, and such Offered Receivable is not subject to reduction, delay or other adjustments for any reason;
- (j) you have obtained all licenses and other government authorisations or approvals whatsoever of any jurisdiction

that are required for the underlying transaction relating to each Offered Receivable and such underlying transaction does not violate any Sanctions;

- (k) neither you nor any of your subsidiaries or, to the knowledge of you and your subsidiaries, any director, officer, employee, agent, Affiliate or representative thereof, is an individual or entity currently the subject of any Sanctions, and neither you nor any of your subsidiaries is located, organised or resident in a country or territory that is the subject of Sanctions; and
- (l) you are not an Affiliate of any Buyer.

7. COVENANTS

7.1 You agree:

- (a) to hold and segregate any payment you receive in respect of a Purchased Receivable on trust for us and to remit such payment to us within two (2) Business Days of receipt free of any Adverse Claims or applicable Taxes;
- (b) that if (strictly without prejudice to your obligations under Clause 7.1(a)), in respect of any payment you receive in respect of a Purchased Receivable, the trust referred to in Clause 7.1(a) does not exist, or ceases to exist or be effective, promptly pay an equivalent sum to us;
- (c) not to offer for sale, or make a Purchase Request in respect of, any Offered Receivable with a tenor exceeding 1 (one) year;
- (d) not to grant or permit to subsist, and will immediately cure, any Adverse Claims in respect of any Purchased Receivable;
- (e) to 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 other amount due pursuant to the Agreement;
- (f) to comply with all Applicable Law, except for any such noncompliance that, individually or in the aggregate, could not reasonably be expected to adversely affect any Purchased Receivable or our rights and interests therein;
- (g) to furnish us with such documents and information regarding you, your Authorised Users, directors, employees, officers, shareholders and beneficial owners that, to the best of your knowledge, are correct and complete and as we may request from time to time, including such documents and information as we may consider necessary or appropriate to comply with Applicable Law;
- (h) to promptly notify us of any change in your legal status, ownership, name, address or capacity, of any change to your jurisdiction of organisation or your organisational or constitutional documents, or of any material change in the type of business you are engaged in;
- (i) to obtain and maintain all approvals and make all reports required by Applicable Law in connection with your transactions;
- (j) not to, directly or indirectly, use the proceeds of the Purchase Price, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other

Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(k) to promptly:

- (i) notify us if you become an Affiliate of any Buyer;
- (ii) notify the relevant Buyer and us if any Insolvency Event occurs in respect of you or any action is taken by you in anticipation of an Insolvency Event; and
- (iii) provide us copies of the documents relating to any Receivable (including invoices, purchase orders, sales contracts and transport documents and copies of the supporting documents for the Goods relating to such Invoice) as may be reasonably requested by us.

8. INDEMNITY

8.1 You agree to pay all costs, fees, and expenses (including attorneys' fees and expenses) incurred by us in connection with the enforcement or protection of our rights under or in connection with the Agreement or any agreement or transaction related hereto and agree to indemnify, defend, and hold harmless us and our Affiliates and each of their respective officers, directors, employees, representatives and advisors (each, an "Indemnified Party") from and against:

- (a) all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses) (all of the foregoing being collectively referred to as "Indemnified Amounts") incurred by any Indemnified Party or asserted against any Indemnified Party by any Person (including by you) arising out of, in connection with, or resulting from any of the following:
 - (i) the execution or delivery of the Agreement or any agreement or instrument contemplated hereby or thereby;
 - (ii) your breach of any of representation, warranty, covenant or obligation under the Agreement;
 - (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing or any agreement related thereto, whether based on contract, tort, statute or any other theory, whether brought by you or a third party, and regardless of whether any Indemnified Party is a party thereto;
 - (iv) the occurrence of any fact or circumstance relating to the Platform, including any discrepancy, error, outage, miscommunication, breach of any agreement or policy relating to the Platform, breach of Applicable Law, fraud, or Tax;
 - (v) any amount owing by the relevant Buyer under any Purchased Receivable, Posted Invoice or purported Posted Invoice received by us via the Platform being less than the relevant Face Amount; and

(vi) the performance by the Parties of their respective obligations under the Agreement or any agreement or instrument contemplated hereby or thereby or the transactions contemplated hereby or thereby,

unless in each case such Indemnified Amount has been directly caused by the gross negligence, or willful misconduct of such Indemnified Party as determined by a court of competent jurisdiction in a final, non-appealable judgment; provided, however, that the foregoing indemnification shall exclude any claims, losses, damages, liabilities or expenses (including the failure of a Buyer to make timely payment on a Purchased Receivable) that arise solely as the result of an Insolvency Event of such Buyer or the general lack of creditworthiness of such Buyer; and

(b) any Tax that may at any time be asserted in respect of the purchase of any Purchased Receivables, the execution of the Agreement, or any other amount due pursuant to the Agreement, other than Taxes imposed upon us with respect to our overall net income.

8.2 To the fullest extent permitted by Applicable Law, you shall not assert, and hereby irrevocably waive, and acknowledge that no other Person shall have, any claim against any Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages arising out of, in connection with, or as a result of, the Agreement, any agreement or instrument contemplated hereby or the transactions contemplated hereby or thereby. No Indemnified Party shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnified Party through telecommunications, electronic or other information transmission systems in connection with the Agreement, any agreement or instrument contemplated hereby or the transactions contemplated hereby or thereby.

8.3 All amounts due under this Clause 8 shall be payable not less than five (5) Business Days after demand.

9. SET-OFF

9.1 We may set off any matured obligation due from you under the Agreement or in respect of any transaction under the Agreement against any obligation owed by us to you, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, we may convert either obligation at a market rate of exchange in our usual course of business for the purpose of the set-off.

10. DUTY OF CARE AND LIABILITY

10.1 You shall resolve all issues relating to any Posted Invoice, including any discrepancy, error, fraud or other fact or circumstance in respect of any Posted Invoice, Offered Receivable or Purchased Receivable directly with the Buyer (as applicable).

10.2 You irrevocably waive (other than in the case of our gross negligence, fraud or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment), any claim against us, and we shall not be liable for any loss, damage, cost or expense caused by any act or omission in respect of the foregoing whether based on contract, tort or any other theory of liability.

10.3 In respect of any request, instruction, offer, notice or other communication that appears on or is transmitted via the Platform which is or purports to be given by any Counterparty, we may:

- (a) rely on and act in accordance with such request, instruction, offer, notice or other communication;
- (b) if that Counterparty is you, assume without enquiry that any such request, instruction, offer, notice or other communication is made by an Authorised User and is fully authorised by and binding upon you;
- (c) if that Counterparty is any Buyer, assume without enquiry that any such request, instruction, offer, notice or other communication is made for and on behalf of that Buyer and is fully authorised by and binding upon that Buyer; and
- (d) take such steps as we may consider appropriate in connection with such request, instruction, offer, notice or other communication,

in each case without further investigation, irrespective of any error of fraud contained therein or the identity of the individual who sent any such request, instruction, offer, notice or other communication.

10.4 We will not be liable for and will be excused from any disruption, failure or delay in performing our obligations under the Agreement if: (i) such disruption, failure or delay is caused by circumstances beyond our reasonable control including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labour dispute, war, act of terrorism, riot, theft, plague, epidemic, pandemic, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any Person over which we have no control; or (ii) we reasonably believed that our action would have violated Applicable Law, Sanctions or any internal policy applicable to us or our Affiliates. No such disruption, failure or delay will constitute a breach of the Agreement.

10.5 We will not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions or for any other act or omission by:

- (a) us under or in connection with the Agreement unless such loss, damage, cost or expense has been directly caused by our gross negligence, fraud or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment; or
- (b) any third party.

10.6 In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

10.7 This Clause 10 will apply to claims based on contractual (and, if permitted by Applicable Law, all related non-contractual) liability.

11. AMENDMENTS AND TERMINATION

11.1 The Agreement may be terminated:

- (a) by either Party upon prior written notice given by such party at least thirty (30) calendar days prior to the effective termination date specified in such notice; or
- (b) immediately by us at any time, if:
- (i) any representation or warranty made by you in the Agreement is not true and correct when made or repeated;
 - (ii) you have failed to comply with any of your obligations under the Agreement when due; or
 - (iii) the Platform Terms are terminated or cease to become effective.
- 11.2 Such termination shall not affect or impair any rights, obligations or liabilities existing pursuant to the Agreement prior to the effective termination date. Upon the termination of the Agreement, the terms of the Agreement shall continue and survive in full force and effect until the Final Discharge Date.
- 11.3 Subject to Applicable Law, we may amend, supplement or replace all or part of the Agreement, effective upon reasonable prior notice being given to you. If you do not wish to accept any amendment, supplement or replacement of the Agreement, you may terminate the Agreement without penalty provided you notify us of this before the effective date of those changes and do not use the Platform after that effective date. If, after the effective date of those changes, you have not notified us of any intention to terminate the Agreement, you submit a Purchase Request or you take any other action via the Platform in respect of any Receivable or transaction under the Agreement, you will be deemed to have accepted those changes. Any such amendment shall not affect any Purchased Receivable which had a Purchase Date falling before the effective date of such amendment.
- 12. CONFIDENTIALITY AND DATA PROTECTION**
- 12.1 Except as otherwise provided in the Agreement, we will take customary and reasonable precautions to maintain the confidentiality of all information regarding you and/or your business with us which we receive from you or which otherwise becomes known to us in connection with the Agreement ("**Customer Information**"). Customer Information includes information relating to identifiable individuals ("**Personal Data**").
- 12.2 Clause 12.1 does not apply to Customer Information (other than Personal Data) which: (a) has become public other than through our breach of Clause 12; or (b) is obtained by us from a third party who is not known by us to be bound by a duty of confidence with respect to that Customer Information.
- 12.3 You consent to our use, disclosure and transfer of Customer Information as described in this Clause 12. **To the extent permissible by Applicable Law, you agree to waive the requirements of the banking secrecy laws, if any, of the jurisdiction or jurisdictions where you are located only to the extent that they may be inconsistent with such use, disclosure and transfer.**
- 12.4 We and our branches, offices, units and affiliates (together, the "**Group**") may use (including access, retain and otherwise process) Customer Information (including Personal Data) for the following purposes:
- (a) performing our obligations and providing services under the Agreement, providing other services as agreed with you or otherwise in connection with fulfilling your instructions ("**Fulfilment Purposes**");
 - (b) information and relationship management purposes, carrying out internal business processes such as data analysis and audits, and providing, developing and improving our products and services;
 - (c) compliance with Applicable Law and other compliance requirements (including treaties or agreements with or between foreign or domestic governments, including in relation to Tax Reporting Laws), co-operating with governmental, regulatory, securities exchange or other similar agencies or authorities including tax authorities to which we or they are subject or submit, in each case of any jurisdiction worldwide ("**Regulators**") and as reasonably necessary to prepare for or conduct any litigation, arbitration and/or similar proceedings;
 - (d) verifying identity, conducting fraud detection, prevention and investigation, conducting "know your customer"/anti-money-laundering and economic sanctions procedures, and performing risk management, including credit risk analysis and credit assessments; and
 - (e) as set out in the relevant country DPN which is accessible at [click here](#) (or through another web page of which we inform you from time to time).
- 12.5 Group members may disclose Customer Information (including Personal Data) to:
- (a) other Group members for the purposes set out in Clause 12.4;
 - (b) transaction beneficiaries, counterparties and other Persons for Fulfilment Purposes;
 - (c) payment, banking and communications infrastructure providers, including SWIFT, central, correspondent and other banks and financial institutions, clearing houses and clearing systems, operators of private or common carrier communication or transmission facilities, time-sharing suppliers and mail and courier services, for Fulfilment Purposes;
 - (d) our or their professional advisors and auditors, and other third party service providers appointed by us or them to support our or their business and/or operations;
 - (e) Regulators, for the purposes set out in Clause 12.4(c) who may transfer this Customer Information to other Regulators in other jurisdictions;
 - (f) courts, litigation counterparties and others, pursuant to subpoena or other court order or process or otherwise as reasonably necessary in the context of litigation, arbitration and similar proceedings;
 - (g) other Persons as required or expressly permitted by Applicable Law;
 - (h) any prospective or actual participant or assignee of ours; and

- (i) a Buyer in connection with any Purchased Receivable.
- 12.6 Group members may also disclose Customer Information in de-identified and aggregated form in the course of providing benchmarking, cash forecasting and other services to their customers. Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under Clause 12.5(f).
- 12.7 The processing of Personal Data described in Clauses 12.4 and 12.5 may involve international transfers of Personal Data, including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located. Any such transfer shall be undertaken pursuant to applicable data protection law and, where appropriate, shall include putting in place appropriate safeguards such as standard contractual clauses.
- 12.8 Before you or anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:
- ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity and have been provided with a copy of or link to our applicable DPN (as referred to in Paragraph [1.4(b)] of the Supplier Execution Form; and
 - take any steps necessary, including obtaining consent where applicable, to ensure that your disclosure of that Personal Data to us is in accordance with applicable data privacy laws and allows for processing of that Personal Data as described in Clauses 12.4 to 12.7 under, applicable data privacy laws.
- 12.9 Should an individual with rights as described in Clause 12.8(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will notify the individual that our contact details can be found in our DPN which you have provided to them.
- 12.10 The Group will have in place appropriate technical and organisational security measures to protect the Customer Information. We will in particular ensure that any disclosures of Customer Information to third party service providers as described in Clause 12.5(d) are made subject to strict conditions of confidentiality and security.
- 12.11 You acknowledge and agree that failure to provide Customer Information (including Personal Data) when requested may result in certain services not being available to you or other consequences as notified at the time of request.
- 12.12 Notwithstanding anything herein to the contrary, any Party subject to confidentiality obligations hereunder or under any other related document (and any employee, representative or other agent of such party) may disclose to any Person, without limitation of any kind, the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analysis) that are provided to such Party relating to such tax treatment or tax structure.
- 12.13 You acknowledge that we and our Affiliates may be providing financing or other services to parties whose interests may conflict with your interests and those of your Affiliates. We agree that we will not furnish Customer Information obtained from you to any of our other customers, and we advise you that we will not make available to you Customer Information that we have obtained or may obtain from any other customer.
- 13. MISCELLANEOUS**
- 13.1 When anyone communicates with us, to the extent permitted or required by Applicable Law, telephone conversations and electronic communications, including emails, text messages and instant messages may be recorded and/or monitored for evidentiary, compliance, quality assurance and governance purposes. Recordings may be reviewed and monitoring may be conducted in jurisdictions other than the jurisdiction of such communications.
- 13.2 We may record and monitor such communications between the Parties and that any recordings may be used by us as evidence in a court of law.
- 13.3 You will ensure that, where required by Applicable Law, any of your representatives taking part in such communications with us have agreed to our recording and monitoring arrangements, including the collection, use and disclosure by us of such communications (including any Personal Data provided in the course of such communications) in accordance with this Clause and Clause 12. If our records of such communications differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to or review such records.
- 13.4 Each Party will abide by any orders, requests, requirements, rules, regulations or policies of any judicial regulatory, governmental, fiscal, monetary or other body or Authority or court ("**Orders**") to which it is subject at any time and you agree to take all necessary action (including executing further documents or providing to us further information or documents as we deem necessary). We will take all action we deem necessary or otherwise for us to respond to such Orders.
- 13.5 The invalidity, illegality or unenforceability of a provision of the Agreement does not affect or impair the continuation in force of the remainder of the Agreement.
- 13.6 Nothing in the Agreement creates any fiduciary, advisory, partnership or joint venture relationship of any nature between the Parties.
- 13.7 No delay or omission by us to exercise (or partially exercise) any right under the Agreement shall impair such right or be construed to be a waiver of any of our rights. The rights and remedies provided for in the Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity or under any other instrument, document or agreement now existing or hereafter arising.
- 13.8 You may not assign or transfer your rights and/or obligations arising in connection with the Agreement except with our prior written consent. We may, without notice to or consent from you, sell, assign or transfer or grant participations in all or part of a Purchased Receivable and the benefit of the Agreement on such terms as we may determine.
- 13.9 The rights and remedies provided for in the Agreement are cumulative and are not exclusive of any other rights, powers,

privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

13.10 The Agreement constitutes the complete and entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior writings or other understandings. Each of the Parties acknowledges that it has been advised by counsel in connection with the execution of the Agreement and that it is not relying upon oral representations or statements inconsistent with the terms and provisions of the Agreement.

13.11 At our determination, the Agreement and any other instrument, document, agreement, amendment, approval, consent, information, communication, notice, certificate, request, statement, disclosure or authorisation related to the Agreement (each, a “**Transaction Record**”), may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, whether through Click Through Action or otherwise, 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. Delivery of a manually executed paper counterpart of the Agreement (or of any agreement, document or notice required by the Agreement and any amendment to the Agreement) by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be as effective as delivery of a manually executed paper counterpart of the Agreement; provided, however, that the facsimile or other electronic image shall be promptly followed by a manually executed paper original if required by us, but the failure to do so shall not affect the validity, enforceability or binding effect of the Agreement. A Relevant Bank may, at its option, create one or more copies of any Transaction Record in the form of an imaged electronic record (“**Electronic Copy**”), which shall be deemed created in the ordinary course of our business, and destroy the original paper document. All Transaction Records in the form of an electronic record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, a Relevant Bank is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by that Relevant Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent a Relevant Bank has agreed to accept such electronic signature, that Relevant Bank shall be entitled to rely on any such electronic signature purportedly given by or on your behalf without further verification and (b) upon the request of a Relevant Bank any electronic signature shall be promptly followed by a manually executed, original counterpart.

13.12 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.

13.13 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 (or under any equivalent or analogous provision under Applicable Law in any other jurisdiction) by anyone who is not a party to this Agreement.

13.14 We agree to perform such obligations under the Agreement as are specifically set out in the Agreement and no implied obligations or duties shall be construed or implied into the Agreement as applying to us.

14. NOTICES

14.1 Unless otherwise provided in the Agreement, a notice under or in connection with the Agreement (a “**Notice**”):

- (a) will be in writing and in English;
- (b) in the case of a Notice to be provided:
 - (i) to you, such Notice may be: (A) mailed or sent by electronic means (including by email or hyperlink) to your address, using the details given by you in the Supplier Execution Form or any other address or details subsequently communicated by you to us in writing; or (B) made available to you via the Platform; or
 - (ii) to us, such Notice may be: (A) mailed or sent by email by you to us using the address or details communicated by us to you in the Bank Schedule or any other address or details communicated by us to you in writing from time to time; or (B) if agreed by us, made available to us via the Platform; and
- (c) will be effective:
 - (i) in respect of Notices to you, once sent or made available regardless of whether you have read, or accessed the Platform to view or download, such Notice.
 - (ii) in respect of Notices to us will, when actually received and once we have had a reasonable time to act on such Notice.

14.2 Each party hereby irrevocably waives any claim or defense that requests, instructions, offers, acceptances, contracts, notices or other communications (including Purchase Requests and Notices of Satisfied Conditions) are not binding or enforceable or do not have their intended effect as a result of their being communicated electronically rather than on paper.

15. GOVERNING LAW

15.1 In respect of each separate agreement described in Paragraph 1.5 of the Supplier Execution Form, each such agreement between you and a Relevant Bank will be governed by the laws specified as the governing law in Paragraph 1.1 of the Governing Law and Arbitration Schedule. The additional terms and conditions of Paragraph 1.2 of the Governing Law and Arbitration Schedule shall apply to the Agreement, as amended by the additional terms and conditions of Paragraphs 2 and 3 of the Governing Law and Arbitration Schedule if and to the extent applicable.

15.2 If you are domiciled in any one of the jurisdictions listed in Paragraph 2 of the Governing Law and Arbitration Schedule then Clause B of Paragraph 1 of the Governing Law and Arbitration Schedule shall not apply and be replaced with the corresponding arbitration clause in Paragraph 3 of the Governing Law and Arbitration Schedule.

15.3 Subject to Clause **Error! Reference source not found.**, in respect of each Agreement, the Parties hereby irrevocably submit to the courts of the relevant jurisdiction and undertake not to plead inconvenient forum or venue in any proceedings relating to such Agreement.

15.4 If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times, but if you fail to do so, or the appointed agent is unable to act for whatever reason as your agent for service of process, we may appoint, at your cost, an agent for service of process on your behalf. You agree that failure by an agent for service of process to notify you of the process will not invalidate the proceedings concerned. You shall provide evidence, satisfactory to us, that the agent has accepted its appointment.

16. TAXES

16.1 If you are required to make a Withholding or Deduction in respect of any payment to any Bank, then you must ensure that any such Withholding or Deduction is made promptly and paid or accounted to the applicable Tax Authority in accordance with Applicable Law. In such circumstances you shall pay, on a full indemnity basis, to the relevant Bank an additional amount so that, after making the Withholding or Deduction (including any Withholding or Deduction applying to the additional amount), the relevant Bank receives the amount it would have received if no Withholding or Deduction had been required.

16.2 If any Bank is required to make a Withholding or Deduction from any payment payable by that Bank to any Person under the Agreement, that Bank shall make such payment to such Person less such Withholding or Deduction and that Bank shall be under no obligation to gross up such payment on account of such Withholding or Deduction. You acknowledge and accept that you shall bear the risk of any Withholding or Deduction from a payment payable by a Bank to any Person under the Agreement and we will not be required to reimburse you for any such Withholding or Deduction and understand that we are not required to contest any demand made by a Tax Authority for such payment.

16.3 Any amount payable by any Bank under the Agreement which (in whole or in part) constitutes the consideration for any supply by you to any Bank for VAT purposes is inclusive of VAT and any other Tax that may be payable in connection therewith.

16.4 Any amount payable under the Agreement which (in whole or in part) constitutes the consideration for any supply made by any Bank to you for VAT purposes shall be exclusive of any VAT and any other Tax that may be payable in connection therewith.

16.5 You agree, to the extent applicable:

- (a) to promptly pay and, within three (3) Business Days of demand, indemnify us against any cost, loss or liability that we incur in relation to: (i) all stamp duty, registration and other similar Taxes; and/or (ii) any VAT demanded by any Tax Authority or which is due to any Tax Authority from any Bank or its Affiliate, payable (in each case) in connection with any taxable supply, deemed taxable supply, or other sale or transfer arising in connection with the Agreement;
- (b) subject to Clause 16.5(c), if VAT is chargeable on any supply made by a Bank to you under the Agreement, to pay the Bank

(in addition to, and at the same time as, paying the consideration) an amount equal to the amount of the VAT (and the Bank shall promptly provide an appropriate VAT invoice to you);

- (c) to the extent applicable, where the Agreement requires you to reimburse a Bank for any costs or expenses, at the same time, to reimburse and indemnify the Bank against all VAT incurred by the Bank in respect of those costs or expenses (such amount payable shall be the amount that the Bank reasonably determines is the amount that neither it, nor any other member of any group of which it is a member for VAT purposes, is entitled to recover from the relevant Tax Authority in respect of the VAT);
- (d) without delay, and at least within 30 days of our request, to furnish us with documentation that may be required in order for us to fulfil any due diligence or reporting duties to any legal, governmental or regulatory authorities, including (for the avoidance of doubt) any information required by Tax Reporting Laws which we in our discretion consider may be required by or from us to enable us to comply with Applicable Law and/or as we may reasonably request from time to time, in such form as we may specify (including, documents, information and policies detailed in any other agreement between you and us); and
- (e) following any change in information previously provided to us by you (including, such tax forms, policies, documents and information specified in Clause 16.5(d), to, without delay, and at least within 30 days after such change, notify us and provide us with the relevant updated information in writing (by way of letter or through other channels specifically agreed by us). Where appropriate you will provide us with any updated tax form. Any such notice or provisions of information will not be effective until we receive such information and have a reasonable time to act on it.

17. DEFINITIONS AND INTERPRETATION

17.1 In the Agreement, the following terms have the following meanings:

- (a) **“Adverse Claim”** means any: (i) lien, security interest, encumbrance or hypothecation; (ii) set-off, netting, abatement, liability, reduction, charge, claim, defense or counterclaim, or restriction of any kind or nature whatsoever, including any claim by the relevant Buyer in respect of any Offered Receivable or Purchased Receivable that it is entitled to any credit against the unpaid balance of such Offered Receivable or Purchased Receivable; or claim or purported claim potentially reducing or delaying the payment of the face amount of an Offered Receivable or Purchased Receivable to us.
- (b) **“Affiliate”** means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.
- (c) **“Applicable Law”** means, in respect of each Party, all provisions of constitutions, statutes, rules, regulations and orders of any Authority applicable to such Party (including, where relevant, Tax Reporting Laws), and orders of any court or arbitrator, in each case in any jurisdiction worldwide, to the

extent that the foregoing are applicable to any Party or its property, Offered Receivables, the Agreement or the transactions contemplated hereby.

- (d) **"Authorised User"** means: (i) each Platform Administrator specified in Appendix B to the Supplier Execution Form; (ii) each Person to whom a Platform Administrator has delegated authority under or in connection with the Platform Terms; (iii) any Person that is specified in the applicable business register in your jurisdiction of domicile from time to time as being authorised to represent you; and/or (iv) any Person who a Relevant Bank reasonably believes is authorised to act on your behalf in relation to a particular matter.
- (e) **"Authority"** means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.
- (f) **"Automatically Offered Receivable"** has the meaning given to it in Clause 3.3.
- (g) **"Business Day"** means a day (other than a Saturday or Sunday) on which the Relevant Bank is open for general business; 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.
- (h) **"Buyer"** means a buyer of Goods from you that has entered into a Buyer Payment Services Agreement with us.
- (i) **"Buyer Payment Services Agreement"** means a buyer payment services agreement between us and a Buyer relating to, amongst other things, the Buyer's Payment Obligations.
- (j) **"Click Through Action"** means actions, mouse clicks, inputs, or commands exercised, initiated, or submitted via the Platform each of which shall be deemed to be conclusive evidence that you intend to be bound irrevocably in accordance with that Click Through Action. Click Through Actions shall include user actions such as clicking "I agree," "I accept," "I understand," "Submit," or exercising any other Platform function intended to record a user acknowledgment, acceptance, submission, approval, consent, or agreement.
- (k) **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings.
- (l) **"Credit Memo"** means, in relation to any Posted Invoice, any Adverse Claims, reserves, deductions, price adjustments, quantity adjustments, unit of measure adjustments, invoice corrections, or other such credits that reflect obligations due to you by a Buyer and as may be made or applied via the Platform in respect of such Posted Invoice and information provided by the Buyer prior to our acceptance of your offer to sell such Posted Invoice.
- (m) **"Customer Information"** has the meaning given to it in Clause 12.1.
- (n) **"Discount"** means the amount calculated by the application of the following formula: $(\text{Face Amount} \times (\text{Reference Rate} + \text{Margin}) \times (\text{term}/360))$.
- (o) **"Discount Period"** means, with respect to any Purchased Receivable, a time period equal to the period commencing on the Purchase Date of such Purchased Receivable and ending on the Maturity Date thereof.
- (p) **"DPN"** means the applicable Global Banking and Global Markets Data Privacy Notice which is accessible at [click here](#) (or through another web page of which we inform you from time to time).
- (q) **"Face Amount"** means, in respect of any Offered Receivable, the amount of the Posted Invoice relating to that Offered Receivable as reflected in the Platform as at the Purchase Date.
- (r) **"FATCA"** means the United States Foreign Account Tax Compliance provisions in the Hiring Incentives to Restore Employment Act 2010 and any intergovernmental agreement, treaty, law, regulation or other official guidance enacted in any other jurisdiction between the US and any other jurisdiction, which (in either case) facilitates the implementation of such provisions.
- (s) **"Final Discharge Date"** means the date on which we notify you that we are satisfied that all moneys and other liabilities associated with you and any other amounts (whether actual or contingent) due or owing to any Relevant Bank under the Agreement or otherwise by the relevant Buyer have been paid and discharged in full.
- (t) **"Goods"** means the goods and/or services sold to a Buyer by you pursuant to a commercial contract relating to any Posted Invoices.
- (u) **"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 under the U.S. Bankruptcy Code or any other Federal, State or foreign laws or regulations in respect of bankruptcy; (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); (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.
- (v) **"Invoice"** means the invoice, accepted purchase order, or other payment instructions generated by either you or a Buyer for Goods, which invoice specifies a description of the Goods sold, the total amount due to be paid thereunder and the Maturity Date on which such amount is due to be paid. A Posted Invoice shall each be an Invoice and collectively shall be Invoices.

- (w) **“Landing Page”** means [click here](#) or such other website as may be notified by us to you and designated by us as such from time to time.
- (x) **“Manually Offered Receivable”** has the meaning given to it in Clause 3.3.
- (y) **“Margin”** means the rate (expressed as a percentage per annum) in relation to a Purchased Receivable as: (i) set out on the Platform, as the same may be amended from time to time by us, by communicating such revised Margin to the Platform; or (ii) otherwise communicated or made available to you in accordance with the notices provision of the Agreement, provided in each case that any revised Margin will not apply to any Purchased Receivable which has a Purchase Date falling before the date such revision was communicated to the Platform or was otherwise made available to you.
- (z) **“Maturity Date”** means, for each Posted Invoice, the date on which the Face Amount is due and payable by the relevant Buyer as communicated to the Platform.
- (aa) **“Notice of Satisfied Conditions”** means a notice by a Bank of America Corporation subsidiary bank to you notifying you that: (i) you have satisfied the documentation and other requirements established by that Bank; (ii) you have been approved by that Bank for making Purchase Requests to that Bank; and (iii) that Bank has agreed to enter into contractual relations with you on the terms of the Agreement and become a Relevant Bank.
- (bb) **“Offered Receivable”** has the meaning given to it in Clause 3.3.
- (cc) **“Payment Obligation”** has the meaning given to it in Clause 2.2.
- (dd) **“Person”** means any natural Person, corporation, limited liability company, trust, joint venture, association, company, partnership, Authority or other entity, including Bank and you.
- (ee) **“Personal Data”** has the meaning given to it in Clause 12.1.
- (ff) **“Platform”** means the internet website and/or digital or online access channel (including access through an application on any type of device, including mobile devices) or such other website or channel as we may notify you from time to time for use in accessing your entitlements under the Agreement from time to time.
- (gg) **“Platform Terms”** means the terms and conditions entered by you in connection with your access to and use of the Platform Agreement at the Landing Page.
- (hh) **“Posted Invoice”** has the meaning given to it in Clause 3.1.
- (ii) **“Purchase Date”** has the meaning given to it in Clause 3.7.
- (jj) **“Purchase Price”** has the meaning given to it in Clause 3.6.
- (kk) **“Purchase Request”** means your request for us to purchase an Offered Receivable, including each automatic request for us to purchase an Offered Receivable pursuant to Clause 3.3.
- (ll) **“Purchased Receivable”** means any Receivable in respect of which we have paid the Purchase Price in accordance with Clause 3.
- (mm) **“Rate Determination Date”** means, with respect to any Discount Period, 2 Business Days prior to the commencement of such Discount Period; provided, however, to the extent we agree, in our sole and absolute discretion, to forego the notice provisions set forth herein to permit same day funding or funding within one Business Day of acceptance by us of your request, the Rate Determination Date shall be the date we accept your request.
- (nn) **“Receivable”** means your right to payment of any amount by any Buyer in respect of Goods, as represented by a Posted Invoice, including all associated rights in respect of Taxes, shipping, interest, penalties, and other related obligations.
- (oo) **“Reference Rate”** means, for any currency and Discount Period, with respect to any Purchased Receivable: (i) the rate specified for such currency in the Reference Rate Schedule; or (ii) provided that if Relevant Bank determines, that adequate and reasonable means do not exist for ascertaining the Reference Rate set out in the Reference Rate Schedule to be used for the proposed purchase of such Purchased Receivable at the time of determination of the Reference Rate, the Reference Rate for any such purchase shall be an alternative rate determined by the Relevant Bank; and provided further that if any rate as determined in accordance with paragraphs (i) or (ii) of this definition (inclusive, for the avoidance of doubt, of any applicable spread adjustment) is less than zero, the Reference Rate shall be deemed to be equal to zero for the purposes of the Agreement.
- (pp) **“Relevant Bank”** means, in respect of any Purchased Receivable, the Bank of America Corporation subsidiary bank that determines you meet its criteria and enters into the Agreement with you by communicating a Notice of Satisfied Conditions to you via the Platform or otherwise, together with all its permitted assignees and/or transferees.
- (qq) **“Replacement Reference Rate”** means a Reference Rate that is a replacement for or an alternative to any then current Reference Rate, whether pursuant to an updated Reference Rate Schedule as contemplated herein or as provided in paragraph (ii) of the definition of “Reference Rate”.
- (rr) **“Sanctions”** means economic sanctions law, regulation or other measure (including sanctions administered or enforced by the United States Government, including the U.S. Department of the Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty’s Treasury of the United Kingdom or other relevant sanctions Authority).
- (ss) **“Supplier Account”** means the account for receipt of the relevant Purchase Price specified by you in the Supplier Execution Form or as otherwise notified by you to us from time to time.
- (tt) **“Supplier Execution Form”** means the supplier execution form entered into by you in the form made available or transmitted by us to you (whether via email or the Platform or otherwise), as amended from time to time;

- (uu) **"T2"** means the real time gross settlement system operated by the Eurosystem, or any successor system.
- (vv) **"TARGET Day"** means any day on which T2 is open for the settlement of payments in euro.
- (ww) **"Tax"** or **"Taxes"** means any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature (including any penalty or interest payable in connection with the failure to pay, or delay in paying, any of the same), including relating to sales, goods and services, value added, occupational, excise, gross receipts, Personal property, privilege or license taxes, stamp or other duties, notarial fees or withholdings.
- (xx) **"Tax Authority"** means any Authority (whether federal, provincial, state, local, foreign or otherwise) competent to impose any liability in respect of Tax or responsible for the administration or collection of Tax or enforcement of any law in relation to Tax.
- (yy) **"Tax Reporting Laws"** means FATCA, the United Kingdom International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014, the EU Directive on Administrative Compliance II, legislation implementing the OECD's Common Reporting Standard, the International Tax Enforcement (Disclosable Arrangements) Regulations 2023 and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide.
- (zz) **"UCC"** means the Uniform Commercial Code in effect in any applicable jurisdiction in the United States of America from time to time.
- (aaa) **"VAT"** means (i) any value added tax imposed by the Value Added Tax Act 1994; (ii) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (iii) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (i) or (ii) above, or imposed elsewhere.
- (bbb) **"Withholding or Deduction"** means a deduction or withholding from a payment under the Agreement in respect of any Tax as required by Applicable Law.
- (f) any reference herein to any Person shall include that party's successors, permitted assigns and permitted transferees;
- (g) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to the Agreement in its entirety and not to any particular provision hereof;
- (h) any reference to any law or regulation in the Agreement shall, unless otherwise specified, refer to such law or regulation as amended, extended, re-enacted or succeeded from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to "determines" or "determined" means, unless the contrary is indicated, a determination made at the absolute discretion of the Person making it; and
- (k) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, license, notarisation, registration or resolution.

17.2 In the Agreement, unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice versa;
- (b) references to Clauses and Schedules are to sections of and schedules to the Agreement;
- (c) references to the Agreement include any documents forming part of the Agreement;
- (d) references to the Agreement, any Schedules, terms, website, webpage or other document will be construed as referring to the same as amended, varied, supplemented or substituted from time to time;
- (e) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation.";