

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 Offered 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
 - (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 an Offered 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 Offered 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 Offered 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,
- (b) any Tax 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

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

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 ("**Fulfillment 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:

- (a) 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
- (b) 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 will be governed by the laws specified in the first Notice of Satisfied Conditions delivered by a Relevant Bank in connection with this Agreement, and the additional terms and conditions of Paragraph 1 of the Governing Law and Arbitration Schedule shall apply to the Agreement. Until the first Notice of Satisfied Conditions is delivered by any Relevant Bank in connection with this Agreement, such agreement between you and:

- (a) Bank of America, National Association (acting by any of its branches in the United States) or other Bank of America Corporation subsidiary bank (except as provided in Clause 15.1(b) below) and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to such agreement and the transactions contemplated thereby shall be governed by and interpreted according to the laws of the State of New York; or
- (b) Bank of America Europe DAC (acting by any of its branches) and any non-contractual obligations arising out of or in connection with it are governed by English law.

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 15.2, 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 your 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 banks are open for general business in New York and London; 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 center 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.

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.";
- (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.

1. APPLICATION

- 1.1 These additional terms and conditions apply and are incorporated into and form part of the Agreement. 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.
- 1.2 Unless the context requires otherwise, terms not defined in these Platform Terms will have the meaning given to them in the Core Agreement. For the purposes of these Platform Terms the terms “Bank”, “we”, “us” or “our” shall mean Bank of America, National Association.

2. ACCESS TO AND USE OF THE PLATFORM

- 2.1 We hereby grant you a non-transferable, non-exclusive, revocable and limited right to access and use the Platform in accordance with these Platform Terms, the Agreement and any set-up forms, onboarding documentation or authorisation forms relating to the Platform (the “Service Documentation”) and any other applicable documentation between you and us.
- 2.2 Your right to access and use the Platform will terminate upon the occurrence of any one of the following events: (i) the relationship between you and us is terminated for any reason; (ii) the Agreement is terminated; (iii) you breach any term of these Platform Terms; (iv) we determine you attempt to use the Platform in an illegal or unauthorised manner, including in contravention of these Platform Terms; (v) if, for whatever reason, we cease to be entitled or permitted to grant to you the right to access and use the Platform, or (vi) lengthy non-use of or access to the Platform, which in our discretion shall constitute abandonment.
- 2.3 We reserve the right to suspend your access to, and use of, the Platform upon notice to you of a violation of any of the terms and conditions of these Platform Terms. In addition, we may suspend your access to, and/or use of, the Platform immediately without notice where such action may be required to prevent interference with or disruption to services to our or its Affiliates’ other customers, to protect the integrity of our or its Affiliates’ systems, or as may be required by law or regulation.
- 2.4 You and your Authorised Users and agents will follow all of our instructions concerning the access to and use of the Platform. You are solely responsible for any and all acts and omissions that occur under your account or password.
- 2.5 You agree not to engage in, and will ensure that your Authorised Users and agents do not engage in, unacceptable use of the Platform, including but not limited to the following activities: (1) creating a false identity or otherwise attempting to mislead any Person as to your identity or the origin of any communication transmitted through the Platform; (2) authorising or attempting to authorise activities for which you do not have full authority to conduct such activities; (3) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Platform or that contain anything that is obscene, defamatory, harassing, offensive or malicious; (4) disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the intellectual property right of any Person or entity; (5) interfering with, disrupting, or attempting to gain unauthorised access to information or other accounts through the Platform

hosted by us or any of our Affiliates; or (6) attempting to copy, modify, or reverse engineer the Platform.

- 2.6 We may rely on the instructions of Authorised Users, and we will have no liability for following any such instruction. You are responsible for all actions taken or purportedly taken by any Authorised User with regard to the Platform.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Platform, its source code and all copyright, patent, trademark, trade secret and any and all other rights (collectively, “Intellectual Property Rights”) in the Platform are and will remain our exclusive property, our Affiliates or their respective licensors.
- 3.2 You acknowledge that these Platform Terms does not convey or grant any Intellectual Property Rights or other proprietary right to you, except for the rights specifically granted under these Platform Terms.

4. LIMITATIONS/DISCLAIMERS

- 4.1 You acknowledge that the Platform has not been produced to meet your specific requirements and has not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Platform is satisfactory for your purposes.
- 4.2 You acknowledge and agrees that the operation of the Platform may not be uninterrupted or error-free and that the Platform is provided on an “AS IS” and “AS AVAILABLE” basis.

5. UPDATES

We may provide upgrades or new releases of the Platform that we make generally available to our other customers to whom we provide the Platform, which will be deemed part of the Platform once we have delivered or made it accessible to you.

6. TRAINING

At our option, we may assist you with the training of Persons who will utilise the Platform, but we will not bear any responsibility for the proper installation or use of such training. you will be deemed to have accepted the Platform once it is made available to you or on your use of it.

7. REPORTING PROBLEMS

- 7.1 You will inform us of all errors, difficulties or other problems with the Platform of which you become aware. we will make reasonable efforts to promptly fix or provide workarounds for any material errors reported to us.
- 7.2 We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

8. HARDWARE AND SOFTWARE REQUIREMENTS

- 8.1 You are responsible for the installation, maintenance and operation of your own computer, browser and software, which includes a Compatible Version of a web browser and a computer or mobile device with internet or mobile connectivity utilising a Compatible

Version of an operating system capable of supporting all of the foregoing requirements. “**Compatible Version**” means a version of the software that supports access to the Platform and other approved access channels.

9. SECURITY

- 9.1 You agree to ensure that all Authorised Users keep the user identification codes, passwords, codes, keys, test keys, security devices, digital signatures and certificates, and other similar devices and information for their access to the Platform secret and secure.
- 9.2 You and/or the relevant Authorised User(s) must notify us immediately if access to the Platform may have been breached. If we receive such a notification or determines ourselves that the security of any Authorised User’s passwords may have been breached and we decide to take action based on this notice or determination, such Authorised User(s) will not be able to access the Platform until measures have been taken to verify such Authorised User’s identity.
- 9.3 Unless we have been notified that any such passwords may have been breached, and until we have had an opportunity to act upon such notification, we will be entitled to treat each such communication as fully authorised by and binding upon you, and we will be entitled (but not bound) to take such steps in connection with or in reliance upon each such communication as it may in good faith consider appropriate, whether such communication contains inaccurate or erroneous information, is unauthorised or fraudulent, includes instructions to pay money or otherwise debit or credit any account, relates to the disposition of any money, securities or documents, or purports to bind you to any agreement or other arrangement with us or with any other Person or Persons or to commit you to any other type of transaction or arrangement whatsoever.

10. PLATFORM ADMINISTRATION

- 10.1 You have granted authority to the Platform Administrators listed in Appendix B to the Supplier Execution Form to act on your behalf for all purposes via the Platform.
- 10.2 You authorise the Platform Administrators to access and use the Platform (including but not limited to setting up entitlements, completion of setup forms and any subsequent amendments, giving instructions and the approval of settlement instructions) on your behalf. This authorisation includes the ability of a Primary Administrator to designate himself or herself, or to designate others, any of whom may be authorised to initiate, amend, cancel, confirm or verify the authenticity of instructions to us in connection with the Platform, whether given orally, electronically or by facsimile instructions, and to revoke any authorisation granted to any such Person.
- 10.3 Platform Administrators may also be responsible for various electronic onboarding activities, including but not limited to the receipt and processing of important updates to the Agreement that may be communicated from time to time.

11. GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL

- 11.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to these Platform Terms:

(a) Governing Law

These Terms of Use shall be governed by and construed in accordance with the law of the State of New York.

(b) Jurisdiction

- (i) Each party hereto agrees that any action, litigation or proceeding with respect to these Platform Terms may be brought in the courts of the State of New York sitting in New York County and the United States District Court of the Southern District of New York and any appellate court from any thereof, and each party hereto irrevocably and unconditionally submits to the jurisdiction of such courts for the purpose of any such action, litigation or proceeding.
- (ii) To the fullest extent permitted by Applicable Law, you agree that service of process may be made on it by registered or certified mail (return receipt requested) directed to it at your address for notices set forth in the Agreement. Nothing in the Agreement will affect our right to serve process in any other manner permitted by Applicable Law. Without prejudice to any other mode of service under Applicable Law and at our request, you shall promptly appoint an agent for service of process with respect to proceedings in the courts set forth in the immediately preceding paragraph, 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.
- (iii) Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, the defense of any inconvenient forum to the maintenance, and any objection that it may now or hereafter have to the laying of venue, of any action, litigation or proceeding arising out of or relating to these Platform Terms in any court referred to in Clause 3(b)(i) of these Platform Terms.

(c) WAIVER OF JURY TRIAL

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 THESE TERMS OF USE OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS OF USE.

These additional terms and conditions in this Bank Schedule apply and are incorporated into and form part 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.

BANK	ADDRESSES FOR NOTICES
AMERICAS	
BANK OF AMERICA, NATIONAL ASSOCIATION (ALL BRANCHES WITHIN THE UNITED STATES OF AMERICA)	Supply Chain Finance 1 Fleet Way PA6-580-02-30 Scranton, PA 18507 United States of America bagroup@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (CANADA BRANCH)	Supply Chain Finance 181 Bay Street Suite 600 Toronto ON M5J 2V8 Canada tfscanada@bofa.com
APAC	
BANK OF AMERICA MALAYSIA BERHAD	Trade & Credit Operations Wisma Goldhill, 18th Floor, Jalan Raja Chulan, 50200, Kuala Lumpur, Malaysia dg.kl_trade_associates_malaysia@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (HONG KONG BRANCH)	Trade & Credit Operations Level 19, Tower 2, Kowloon Commerce Centre 51 Kwai Cheong Road, Kwai Chung, Hong Kong supplychainfinance@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (SINGAPORE BRANCH)	Trade & Credit Operations Bank of America, National Association, Singapore Branch, 50 Collyer Quay, #15-01 OUE bayfront Singapore 049321 sgtfs@bofa.com

BANK	ADDRESSES FOR NOTICES
BANK OF AMERICA, NATIONAL ASSOCIATION (AUSTRALIA BRANCH)	Trade Finance Operations and Services Level 34, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 Australia Asia.au.tradefinance@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (INDIA NEW DELHI BRANCH)	Delhi Trade Loans 1st Floor, DLF Center, Parliament Street New Delhi - 110001 India dg.delhi_trade_loans@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (INDIA BANGALORE BRANCH)	Trade Operations 5th Floor, South Block, Safina Towers, No.3, Ali Asker Road, Vasanth Nagar, Bengaluru- 560052, India dg.bangalore_loans@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (INDIA CHENNAI BRANCH)	Chennai Branch Operations EA Chambers, 7th and 8th Floor , Express Avenue, NO. 49, 50L, Whites Road, Royapettah, Chennai 600 014, India dg.chennai_branch_exports@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (INDIA MUMBAI BRANCH)	Mumbai Trade Loans A Wing, One BKC, 'G' Block, Bandra Kurla Complex, Brandra East, Mumbai - 400 051, India mumbai_trade_loans@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (JAPAN BRANCH)	Nihonbashi 1-chome Building 1-4-1 Nihonbashi, Chuo-ku Tokyo 103-0027, Japan dg.bana_tokyo_trade_finance@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (TAIWAN BRANCH)	Trade Operations 美國銀行股份有限公司台北分行 臺北市11049信義區信義路5段7號43樓 43F, NO.7, Sec. 5, Xinyi Rd., Taipei 11049 Taiwan dg.asia_taipei_advising_and_import@bofa.com

BANK	ADDRESSES FOR NOTICES
BANK OF AMERICA, NATIONAL ASSOCIATION (INDONESIA BRANCH)	Trade Operations Sequis Tower Level 25, Jl. Jend. Sudirman Kav. 71 SCBD (Sudirman Central Business District) Lot 11B Jakarta 12190, Indonesia asia.id.trade.ops@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (PRC BEIJING BRANCH)	Trade Operations 美国银行有限公司北京分行 北京市朝阳区建国门外大街 1 号院1 号楼国贸大厦 35 层 04-21 室, 邮编 :100004 Unit 04-21, 35F China World Tower No.1 Jianguomenwai Avenue Chaoyang District Beijing Postal Code 100004 dg.asia_beijing_trade_associates@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (PRC GUANGZHOU BRANCH)	Trade Operations 美国银行有限公司广州分行 广东省广州市天河区珠江西路 5 号广州国际金融中心4楼01-A, 邮编:510623 Room 401-A, Guangzhou International Finance Center, No.5 Zhujiang Road West, Guangzhou, Guangdong Postal Code 510623 dg.asia_guangzhou_trade_associates-daily_operation@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (PRC SHANGHAI BRANCH)	Trade Operations 美国银行有限公司上海分行 上海市浦东新区世纪大道8号上海国金中心二期53层, 邮编:200120 53rd Floor, International Finance Center, Tower 2, No.8 Century Avenue, Pudong New District, Shanghai Postal Code 200120 dg.asia_shanghai_trade_associates@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (TAIWAN BRANCH)	Trade Operations 美國銀行股份有限公司台北分行 臺北市11049信義區信義路5段7號43樓 43F, NO.7, Sec. 5, Xinyi Rd., Taipei 11049 Taiwan dg.asia_taipei_advising_and_import@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (THAILAND BRANCH)	Trade Operations 87/2 All Seasons Place, CRC Tower, 33/ F, Wireless Rd, Lumphini, Pathumwan, Bangkok 10330 Thailand dg.thailand_trade_finance@bofa.com

BANK	ADDRESSES FOR NOTICES
BANK OF AMERICA, NATIONAL ASSOCIATION (KOREA BRANCH)	Trade Operations 뱅크 오브 아메리카 서울지점 서울특별시 중구 세종대로 136 서울파이낸스센터 27층 (우 04520) 27th Floor, Seoul Finance Center 136 Sejongdae-ro, Jung-gu, Seoul, 04520, Korea dg.korea_tfs_ops@bofa.com
EMEA	
BANK OF AMERICA EUROPE DAC (ALL BRANCHES)	EMEA Trade Servicing EMEA Global Credit Operations 26 Elmfield Road Bromley BR1 1LR United Kingdom emea-scf@bofa.com
BANK OF AMERICA, NATIONAL ASSOCIATION (UNITED KINGDOM BRANCH)	EMEA Trade Servicing EMEA Global Credit Operations 26 Elmfield Road Bromley BR1 1LR United Kingdom emea-scf@bofa.com
LATIN AMERICA	
BANK OF AMERICA MERRILL LYNCH BANCO MÚLTIPLO S/A	Brazil Trade Operations Av. Brigadeiro Faria Lima, 3400 – 16º andar, Zip Code 04538-132, São Paulo – SP – Brazil dg.brazil_scf@bofa.com
BANK OF AMERICA MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE	Trade & Credit Operations Pedregal No. 24, Floor 22 Molino del Rey Delegacion Miguel Hidalgo 11040 Mexico City dg.mexico_scf_ops@bofa.com

1. GOVERNING LAW

These additional terms and conditions in this Paragraph 1 apply and are incorporated into and form part of the Agreement. For any particular governing law the corresponding terms and conditions for that country in the Jurisdictions Schedule shall also apply and are incorporated into and form part of the Agreement. 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.

GOVERNING LAW	ADDITIONAL TERMS
ENGLISH	<p>A. The Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.</p> <p>B. The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with the Agreement (a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.</p> <p>C. Unless expressly provided otherwise, a person who is not a party to the Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement.</p> <p>If Bank of America Europe DAC is a Party to the Agreement:</p> <p>D. Each of the parties acknowledges and accepts that the Bank is regulated by the Central Bank of Ireland ("CBI") and that its liabilities may be subject to the CBI's Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) ("BRRD"), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) ("BRRD Irish Regulations").</p> <p>E. Each party acknowledges and accepts that the Bail-in Power allows the CBI (or replacement resolution authority) to write-down and/or convert obligations or liabilities of a regulated entity, so they can be reduced (including to zero), cancelled or converted into shares, other instruments of ownership, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee party of such securities). This includes the ability to amend or modify the maturity of eligible liabilities and/or the terms of the Agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), the power to terminate transactions early and value those transactions under the Agreement, and the power to otherwise vary the terms of the Agreement as may be necessary to give effect to the exercise by the CBI of the Bail-in Power. The parties accept, agree and acknowledge that they will be bound by the effect of any application of the Bail-in Power by the CBI (or any replacement resolution authority) which may include, without limitation, the effects described in the preceding sentence.</p> <p>F. In Sections C to D: (i) "Bail-in Power" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any law, regulations, rules or requirements in effect in Ireland: (a) relating to the transposition of the BRRD as amended or replaced from time to time, including but not limited to, the BRRD Irish Regulations as amended or replaced from time to time, and the instruments, rules and standards created thereunder, and (b) constituting or relating to the SRM Regulation as amended from time to time, in each case, pursuant to which the obligations of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person. A</p>

	<p>reference to a “regulated entity” is to any entity to which, for the purposes of (a) above, the BRRD Irish Regulations apply and, for the purposes of (b) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms, and certain of their parent or holding companies; and (ii) “SRM Regulation” means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.</p> <p>G. The parties agree that the terms of Sections D to E above are exhaustive on the matters described therein and constitute their entire agreement in relation to their subject matter to the exclusion of any other agreements, arrangements or understandings between the parties and do not extend or amend the resolution authority powers of the CBI or any replacement authority.</p>
NEW YORK	<p>A. The Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to the Agreement and the transactions contemplated hereby shall be governed by and interpreted according to the laws of the State of New York.</p> <p>B. Each Party agrees that any action, litigation or proceeding with respect to the Agreement or the transactions relating hereto may be brought in the courts of the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each Party irrevocably and unconditionally submits to the jurisdiction of such courts for the purpose of any such action, litigation or proceeding. You irrevocably and unconditionally agree that you will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, in contract or tort or otherwise, against us in any way relating to the Agreement or the transactions relating hereto in any forum other than the courts set forth in the immediately preceding sentence. Nothing in the Agreement shall affect any right that we may otherwise have to bring any action, litigation or proceeding relating to the Agreement or the transactions relating hereto against you or your assets in the courts of any jurisdiction.</p> <p>C. <u>WAIVER OF JURY TRIAL</u>. 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 THE AGREEMENT OR THE TRANSACTIONS RELATING HERETO.</p> <p>If Bank of America Europe DAC is a Party to the Agreement:</p> <p>H. Each of the parties acknowledges and accepts that the Bank is regulated by the Central Bank of Ireland (“CBI”) and that its liabilities may be subject to the CBI’s Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) (“BRRD”), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) (“BRRD Irish Regulations”).</p> <p>I. Each party acknowledges and accepts that the Bail-in Power allows the CBI (or replacement resolution authority) to write-down and/or convert obligations or liabilities of a regulated entity, so they can be reduced (including to zero), cancelled or converted into shares, other instruments of ownership, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee party of such securities). This includes the ability to amend or modify the maturity of eligible liabilities and/or the terms of the Agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), the power to terminate transactions early and value those transactions under the Agreement, and the power to otherwise vary the terms of the Agreement as may be necessary to give effect to the exercise by the CBI of the Bail-in Power. The parties accept, agree and acknowledge that they will be bound by the effect of any application of the Bail-in Power by the CBI (or any replacement resolution authority) which may include, without limitation, the effects described in the preceding sentence.</p>

	<p>J. In Sections C to D: (i) “Bail-in Power” means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any law, regulations, rules or requirements in effect in Ireland: (a) relating to the transposition of the BRRD as amended or replaced from time to time, including but not limited to, the BRRD Irish Regulations as amended or replaced from time to time, and the instruments, rules and standards created thereunder, and (b) constituting or relating to the SRM Regulation as amended from time to time, in each case, pursuant to which the obligations of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person. A reference to a “regulated entity” is to any entity to which, for the purposes of (a) above, the BRRD Irish Regulations apply and, for the purposes of (b) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms, and certain of their parent or holding companies; and (ii) “SRM Regulation” means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.</p> <p>K. The parties agree that the terms of Sections C to E above are exhaustive on the matters described therein and constitute their entire agreement in relation to their subject matter to the exclusion of any other agreements, arrangements or understandings between the parties and do not extend or amend the resolution authority powers of the CBI or any replacement authority.</p>
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2. ARBITRATION JURISDICTIONS

If you are domiciled in one of the jurisdictions listed in Paragraph 2 then Clause B in Paragraph 1 above shall not apply and be replaced with the arbitration clause listed in Paragraph 3 below corresponding with the governing law of the Agreement.

JURISDICTION
COLOMBIA
GUATEMALA
INDONESIA
ROMANIA
SAUDI ARABIA
THAILAND
TURKEY

UNITED ARAB EMIRATES
VIETNAM

3. ARBITRATION CLAUSE

GOVERNING LAW	ARBITRATION CLAUSE
ENGLISH	Any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or any non-contractual obligations arising out of or in connection with the Agreement) shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (“ <u>LCIA</u> ”) conducted in the English language by three arbitrators pursuant to the LCIA Rules (which Rules are deemed to be incorporated by reference herein), except that, unless the Parties agree otherwise, the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the Parties. If he or she is not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he or she shall be chosen by the LCIA. The seat of arbitration shall be London. Demand for arbitration shall be made in accordance with the notices provisions of the Agreement.
NEW YORK	Any dispute, controversy or claim arising out of or relating to the Agreement, including the formation, interpretation, breach or termination hereof, including whether the claims asserted are arbitrable (each, a “ <u>Claim</u> ” and, collectively, the “ <u>Claims</u> ”), will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules (an “ <u>Arbitration</u> ”). This arbitration provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, contractual and/or statutory rights of setoff; (ii) initiate judicial or non-judicial foreclosure against personal property collateral; or (iii) act in a court of law to obtain an interim remedy, such as, but not limited to, injunctive relief. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration. If a single Claim, or all Claims in the aggregate, as applicable, equal or exceed US\$250,000, the Tribunal will consist of three arbitrators who are retired judges from a state or federal court located in the Borough of Manhattan, New York, New York. The Parties agree that one arbitrator shall be appointed by each party, and the third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within 14 days of the appointment of the second arbitrator, or in default of such agreement, by JAMS itself. If a single Claim, or all Claims in the aggregate, as applicable, are less than US\$250,000, the Tribunal will consist of only one arbitrator mutually agreed to by the Parties who is a retired judge from a state or federal court in the Borough of Manhattan, New York, New York. The place and seat of arbitration will be the Borough of Manhattan, New York, New York, and the language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the Tribunal may be entered in any court having jurisdiction thereof. Any Arbitration shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of the Agreement, including Rules 16.1 and 16.2 thereof. Demand for arbitration shall be made in accordance with the notices provisions of the Agreement. All aspects of any Arbitration shall remain confidential between and among each party thereto and each arbitrator, to the extent not otherwise required to be disclosed by law, regulation, or through litigation before a court involving a Claim or Claims.

REFERENCE RATE SCHEDULE

These additional terms and conditions in this Reference Rate Schedule apply and are incorporated into and form part of the Agreement. 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.

CURRENCY	REFERENCE RATE
AUSTRALIAN DOLLARS	the rate per annum equal to the Bank Bill Swap Reference Bid Rate (“ BBSY ”), as currently published on the applicable Reuters screen page (or such other page or commercially available source providing such quotations as may be designated by Bank from time to time) at or about 10:30 a.m. (Melbourne, Australia time) on the first day of such Discount Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by Bank) (or if such day is not a Business Day, then on the immediately preceding Business Day) with a term equivalent to such Discount Period.
BAHRAIN DINAR	the rate per annum equal to the Bahrain Dinar Interbank Offered Rate (“ BHIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
BRITISH POUNDS STERLING	the rate per annum equal to the Term SONIA reference rate (“ Term SONIA ”) administered by Refinitiv Benchmark Services (UK) Limited (“Refinitiv”) (or any other person which takes over the administration of that rate) for a period equal in length to such Discount Period (before any correction, recalculation or republication by the administrator) published by Refinitiv (or any other person which takes over the publication of that rate) on the Rate Determination Date.
CANADIAN DOLLARS	<p>the rate per annum equal to the forward-looking term rate based on CORRA (“Term CORRA”), as published on the applicable Reuters screen page (or other such commercially available source providing such quotations as may be designated by the Bank from time to time) (in such case, the “Term CORRA Rate”) on the Rate Determination Date with a term equivalent to such Discount Period plus the Term CORRA Adjustment, if applicable, as determined by the Bank in its sole discretion for such Discount Period.</p> <p>“Term CORRA Adjustment” means (i) 0.29547% (29.547 basis points) for a Discount Period of one-month’s duration, 0.30190% (30.190 basis points) for a Discount Period of two-month’s duration, 0.32138% (32.138 basis points) for a Discount Period of three-month’s duration, 0.49375% (49.375 basis points) for a Discount Period of six-month’s duration, 0.54820% (54.820 basis points) for a Discount Period of twelve-month’s duration.</p>
CZECH KORUNA	the rate per annum equal to the Prague Interbank Offered Rate (“ PRIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
DANISH KRONA	the rate per annum equal to the Copenhagen Interbank Offered Rate (“ CIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
EUROS	the rate per annum equal to the Euro Interbank Offered Rate (“ EURIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.

REFERENCE RATE SCHEDULE

HONG KONG DOLLARS	the rate per annum equal to the Hong Kong Dollar Interest Settlement Rates (commonly known as Hong Kong Interbank Offered Rates or HIBOR), as displayed at 11:15 a.m. (Hong Kong time) on the website of the Treasury Markets Association on the Rate Determination Date with a term equivalent to such Discount Period.						
HUNGARIAN FORINT	the rate per annum equal to the Budapest Interbank Offered Rate (" BUBOR "), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.						
INDIAN RUPEES	the rate per annum as reasonably determined by Bank from time to time, following any consultation with Buyer.						
JAPANESE YEN	the rate per annum equal to the Tokyo Interbank Offered Rate (" TIBOR "), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.						
KUWAITI DINAR	the rate per annum equal to the Kuwait Interbank Offered Rate (" KIBOR "), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.						
MALAYSIAN RINGGIT	the rate per annum equal to the Kuala Lumpur Interbank Offered Rate (" KLIBOR ") as published by the central bank (Bank Negara Malaysia), on the applicable Bloomberg screen page (or such other page or commercially available source providing such quotations as may be designated by the Bank from time to time) at or about 11:00 a.m. (Kuala Lumpur, Malaysia time) on the first day of such Discount Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Bank) (or if such day is not a Business Day, then on the immediately preceding Business Day) with a term equivalent to such Discount Period.						
MEXICAN PESO	<p>the rate per annum equal to the rate as provided in the immediately following chart and herein defined:</p> <p>The "Funding Compounded in Advance TIIE Rate" ("TIIE Rate"), means the Equilibrium Interbank Interest Rate for Funding Compounded in Advance with terms of 28, 91 and 182 Days, published by the Banco of Mexico through its website or any other electronic or printed means, on the date closest to the date of calculation of the relevant interest. If the TIIE Rate ceases to be published, the TIIE Rate shall be determined based on the rate published by the Mexican Central Bank as a substitute rate for the TIIE Rate or, if such substitute rate is not available, an alternate financial service report that the Bank or an affiliate determines). For purposes of determining the rate for any Purchased Receivable in Mexican Pesos, the second sentence in the definition of "Discount Period" shall not be used.</p> <table><tr><th>Month</th><th>Discount Period in days</th><th>Rate</th></tr><tr><td>1</td><td>1 - 30</td><td>TIIE de Fondeo Compuesta por adelantado 28 días</td></tr></table>	Month	Discount Period in days	Rate	1	1 - 30	TIIE de Fondeo Compuesta por adelantado 28 días
Month	Discount Period in days	Rate					
1	1 - 30	TIIE de Fondeo Compuesta por adelantado 28 días					

REFERENCE RATE SCHEDULE

		2	31 - 60	TIIE de Fondeo Compuesta por adelantado 28 días	
		3	61 - 90	TIIE de Fondeo Compuesta por adelantado 91 días	
		4	91 - 120	TIIE de Fondeo Compuesta por adelantado 91 días	
		5	121 - 150	TIIE de Fondeo Compuesta por adelantado 91 días	
		6	151 - 180	TIIE de Fondeo Compuesta por adelantado 182 días	
		7	181 - 210	TIIE de Fondeo Compuesta por adelantado 182 días	
		8	211 - 240	TIIE de Fondeo Compuesta por adelantado 182 días	
		9	241 - 270	TIIE de Fondeo Compuesta por adelantado 182 días	
		10	271 - 300	TIIE de Fondeo Compuesta por adelantado 182 días	
		11	301 - 330	TIIE de Fondeo Compuesta por adelantado 182 días	
		12	331 - 365	TIIE de Fondeo Compuesta por adelantado 182 días	
NEW ZEALAND DOLLARS	the rate per annum equal to the Bank Bill Reference Bid Rate (“ BKBM ”), as currently published on the applicable Reuters screen page (or such other page or commercially available source providing such quotations as may be designated by Bank from time to time) at or about 10:45 a.m. (Auckland, New Zealand time) on the first day of such Discount Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by Bank) (or if such day is not a Business Day, then on the immediately preceding Business Day) with a term equivalent to such Discount Period.				
NOREGIAN KRONA	the rate per annum equal to the Norwegian Interbank Offered Rate (“ NIBOR ”), as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.				
POLISH ZLOTY	the rate per annum equal to the Warsaw Interbank Offered Rate (“ WIBOR ”), as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.				
QATARI RIYAL	the rate per annum equal to the Qatar Interbank Offered Rate (“ BHIBOR ”), as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.				
ROMANIAN LEU	the rate per annum equal to the Romanian Interbank Offered Rate (“ ROBOR ”), as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.				

REFERENCE RATE SCHEDULE



SAUDI ARABIAN RIYAL	the rate per annum equal to the Saudi Arabian Interbank Offered Rate (“ SAIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
SOUTH AFRICAN RAND	the rate per annum equal to the Johannesburg Interbank Average Rate (“ JIBAR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
SWEDISH KRONA	the rate per annum equal to the Stockholm Interbank Offered Rate (“ STIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
SWISS FRANCS	the rate per annum equal to the Swiss Average Rate Overnight (“ SARON ”) published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
THAI BAHT	the rate per annum equal to the Bangkok Interbank Offered Rate, as displayed at 11:00 a.m. (Bangkok time) on BOT104 Reuters Page on the Rate Determination Date with a term equivalent to such Discount Period.
UNITED ARAB EMIRATES DIRHAMS	the rate per annum equal to the AE Interbank Dirham Offered Rate (or any successor to that rate) (“ EIBOR ”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) on the Rate Determination Date with a term equivalent to such Discount Period.
UNITED STATES DOLLARS	the rate per annum equal to the forward-looking SOFR term rate administered by CME Group Benchmark Administration Limited (or any successor administrator satisfactory to Bank) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Bank from time to time) (“ Term SOFR ”) two U.S. Government Securities Business Days prior to the commencement of such Discount Period with a term equivalent to such Discount Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then the rate shall be Term SOFR on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus a spread adjustment, if applicable, as determined by Bank in its sole discretion for such Discount Period.

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> <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.</p>

AUSTRIA	You authorise us and our Affiliates to use, disclose and transfer Information as described in the Agreement. To the extent permissible by Applicable Law, you expressly waive and release us and our Affiliates from our banking secrecy obligations if any, in the jurisdiction or jurisdictions where you are located only to the extent that they may be inconsistent with such use, disclosure and transfer.
BARBADOS	<p>(a) 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 is 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 anglais.</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 "<i>or location of its chief executive office or registered office</i>" shall be added after the words "<i>jurisdiction of organisation</i>" 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</i></p>						

	<p><i>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</p>

	<p>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 kigyo"); (vi) a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting ("Soukaiya") or acting as if advocating legitimate social causes ("Shakai undou nado hyoubou goro"), or a special intelligence organised crime group ("Tokusyu chinou boryoku syudan"), etc.; and/or (vii) a person or organisation equivalent to any of the above, howsoever described.</p> <p>(b) In addition, you declare that you are not, and will not in the future, be any of the following: (i) an entity having such relationship with Boryokudanin, etc. that shows their control over the entity's management; (ii) an entity having such relationship with Boryokudanin, etc. that shows their substantial involvement in the entity's management; (iii) an entity having such relationship with Boryokudanin, etc. that shows reliance on Boryokudanin, etc. for the purpose of unfairly benefiting oneself, one's own company or third Parties or of damaging third Parties; (iv) an entity having such relationship that shows provision of funds, benefits or services from the entity to Boryokudanin, etc.; or (v) an entity where any of the board members or other personnel substantially involved in its management is engaged in socially condemnable relationship with Boryokudanin, etc.</p> <p>(c) You undertake not to conduct, either in person or by engaging a third party, any of the following: (i) claims made with forceful behaviour and acts of violence; (ii) unjust claims exceeding legal responsibilities; (iii) use of threatening action or statements, or violent acts and behaviours in connection with any transaction between the Parties; (iv) acts and behaviours which may damage the credit or obstruct our business by spreading false rumours or the use of fraudulent means or by force; and/or (v) other acts and behaviour equivalent to the above howsoever described.</p> <p>(d) If you fall within "Boryokudanin, etc." or if you breach any of the declarations prescribed in paragraph (b) above, or engage in any conduct prescribed in paragraph (c) above or any representation or warranty made by you in paragraph (a) above is incorrect or misleading, we may at any time terminate the Agreement on notice to you. Any such notice is deemed to be effective when we deliver or mail it to your address given to us in the Buyer Execution Form or any other address subsequently communicated to us in writing.</p> <p>(e) In the event that we decide to terminate the Agreement pursuant to paragraph (d) above, we will not be liable for any losses or damages that you may suffer as a result thereof. In addition, if we should suffer losses or damages as a result of any or all of the situations contemplated in paragraph (d) above, you will indemnify us and hold us harmless from any and all such losses.</p>
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 CHINA OF	<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, for avoidance of doubt, each purchase of</i></p>

	<i>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."</i>
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 obligation to comply with</p>

	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

	<p>(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 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> <p>(b) To the extent not already forming part of the Agreement, a new Clause C of the Governing Law and Arbitration Schedule is inserted:</p> <p><i>“THE PARTIES HERETO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO.”</i></p> <p>(c) A new Clause 5.3 is inserted:</p> <p><i>“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.”</i></p> <p>(d) A new Clause 5.4 is inserted:</p> <p><i>“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.”</i></p> <p>(e) A new Clause 5.5 is inserted:</p> <p><i>“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.”</i></p> <p>(f) Clause 6.1 shall be amended to include the following additional representations:</p> <p><i>“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);”</i></p> <p><i>“ 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;”</i></p>
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	<p><i>“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></p> <p><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></p>
UNITED STATES VIRGIN ISLANDS	None
URUGUAY	None
VIETNAM	<p>(a) The language of the Agreement is English. If the Agreement is executed in English and another language, the Agreement in the English language shall prevail in the case of any inconsistency between those executed versions, unless otherwise required by applicable law or regulations.</p> <p>(b) The Agreement is the product of negotiations and mutual drafting between the Parties hereto and each party was represented by legal counsel. To the extent that the laws of Vietnam are applied, the provisions of Articles 404.6 and 405.2 of Vietnam’s Civil Code dated 24 November 2015 (as amended from time to time) shall be disregarded or, if incapable of being disregarded, any right, or remedies in relation to such provision are irrevocably waived.</p> <p>(c) 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>

NO.	DOCUMENT NAME	JURISDICTION
1	Form Of Pagare	Honduras
2	Authorisation To Complete The Pagare	Honduras
4	Assignment Instrument	Italy
5	Buyer's Certificate	Philippines
6	Supplier's Certificate	Philippines
7	Deed Of Assignment	Philippines
8	Agreement On Registration Of Receivables Purchase	PRC
9	Acknowledgement Of Notice Of Assignment	Saudi Arabia
10	Spanish Transfer Deed	Spain

FORM OF PAGARE

PAGARÉ POR LA SUMA DE [*] [0,000,000.00]

SIN PROTESTO

, mayor de edad, (profesión), (estado civil), (nacionalidad), con tarjeta de identidad número y con domicilio en la ciudad de , actuando en mi condición de de la sociedad mercantil del domicilio de y la escritura de constitución social originalmente autorizada por el notario en fecha , inscrita originalmente bajo el asiento número del Tomo del Registro Público de Comercio de , y actualmente inscrita bajo la matrícula número , prometo que DEBO Y PAGARÉ incondicionalmente Y SIN PROTESTO, la suma de , moneda de curso legal en los Estados Unidos de América (US\$00,000,000.00), pago en efectivo conforme al artículo 709 del Código de Comercio de la República de Honduras, el día , a la orden de , sociedad anónima organizada y existente bajo las leyes de , con domicilio en , en la cuenta bancaria número en el Banco .

El monto antes mencionado devengará a favor de y a partir de la fecha de este PAGARÉ y hasta su total cancelación, un interés anual equivalente a %.

Si este Pagaré no fuere pagado totalmente a su vencimiento, se obliga a pagar, durante todo el tiempo que permanezca total o parcialmente insoluto, intereses moratorios del % sobre saldos insolutos en concepto de mora, sin que por esto se considere que haya prórroga, quita o espera para el cumplimiento de esta obligación. Para los efectos de lo dispuesto en el Artículo 536 del Código de Comercio vigente, queda ampliado el plazo de su presentación a () años.

En fe de lo cual firmo este PAGARÉ debidamente autorizado en la ciudad de , a los días del mes de del año .

Firma del subscriptor:

[Nombre del Subscriptor]

[Nombre de la sociedad]

[NOTARISATION OF ISSUER'S SIGNATURE]

[TRANSLATION]

PROMISSORY NOTE FOR THE AMOUNT OF [0.000]

PROTEST NOT NECESSARY

[Name of the legal representative Buyer], of legal age, [legal status], [nationality], [profession], with identification card number and with domicile in the city of , acting in my capacity of of the corporation domiciled in that goes by the name of [Corporate Name of Buyer], incorporated according to Honduran law through Deed number authorised on of the year by Notary Public , and registered under entry number of book of the Mercantile Registry of ; capacity proven with document and registered under entry number of Book of the cited Registry, promise that [Corporate Name of Buyer] owes and promises to pay unconditionally WITHOUT PROTEST the sum of , legal currency in the United States of America (US \$ 000,000.00), cash payment in accordance with Article 709 of the Commercial Code of the Republic of Honduras on [Maturity Date], to [Corporate Name of Bank], a corporation organised and existing under the laws of , at bank account number at Bank .

The aforementioned amount shall accrue in favor of [Corporate Name of Bank] and from the date hereof and until fully paid an annual interest rate equivalent to %.

If this Note is not fully paid at maturity date, [Corporate Name of Bank] is obliged to pay, all while the Note remains totally or partially unpaid, a default interest rate equivalent to % of the outstanding amount, which will not to be deemed as an extension or debt moratorium, to fulfill this obligation. For the purposes of the provisions of Article 536 of the current Commercial Code, the term of its presentation is extended to years.

In witness whereof I have signed this PROMISSORY NOTE duly authorised in the city of , the day of of the year .

Signature of Issuer:

[Name of Legal Representative of Issuer]

[Name of Corporate Name of Buyer]

[NOTARISATION OF ISSUER'S SIGNATURE]

AUTHORISATION TO COMPLETE THE PAGARE

[AUTORISACION PARA COMPLETAR EL PAGARÉ]

[Fecha]

[Bank]

[dirección]

Attn: [*]

Asunto: Autorización relacionada a Pagaré emitido en relación a Contrato de [*] suscrito entre [Comprador] por [Bank].

Estimados Señores:

Hacemos referencia al: (i) Contrato denominado en idioma inglés como [*] suscrito en fecha [*] y que en idioma español se traduce a[*], por y entre [Comprador] y [Bank]; y, (ii) Pagaré a ser suscrito por [Comprador] a favor de [Bank] (dicho pagaré relacionado como el "PAGARÉ").

En relación a lo anterior [Comprador] manifiesta lo siguiente:

I. Que [Buyer] por medio de la presente autoriza e instruye de manera irrevocable a:

(A) [Bank] y/o cualquiera de sus representantes y/o agentes debidamente autorizados, completen y/o satisfagan a su libre discreción la información contenida en el Pagaré relativa a: (i) la fecha de pago, y, (ii) a la suma adeudada a esa fecha, en el caso de incurrir en cualquier incumplimiento, incluyendo incumplimientos de pago de cuentas por pagar vencidas, bajo el Contrato [*].

II. [Comprador] tendrá, a partir del momento en que se realicen, por bien hechas todas las acciones tomadas por [Bank] y/o cualquiera de sus representantes debidamente autorizados cuando dichas acciones se hayan tomado en base a la autorización e instrucción conferida bajo el presente documento: y como consecuencia de ello, [Comprador] libre y expresamente renuncia de manera irrevocable a entablar acciones y/u oponer excepciones judiciales o extrajudiciales en contra de [Bank], derivadas de cualquier controversia o conflicto relacionado directa o indirectamente con esta autorización e instrucción irrevocable, ya sea de su naturaleza, interpretación, cumplimiento, ejecución o terminación de la misma, pues reconocen que todo lo aquí pactado resguarda los intereses de ambas partes.

Emitida el día de hoy _____ en el lugar de _____.

[Comprador]

Firma: _____

Nombre: _____

[AUTENTICA NOTARIAL]

RECIBIDO Y ACEPTADO:

[Bank]

Firma: _____

Nombre: _____

[TRANSLATION]

[AUTHORISATION FOR COMPLETION OF PAGARÉ]

[Date]

[Bank]

[Address]

Attn: [*]

Subject: Authorisation related to the Promissory Note issued in relation to the Contract of [*] executed between [Buyer] by [Bank].

Dear Sirs:

We refer to: (i) Contract denominated in English as [*] executed on [*] and translated into Spanish as [*], by and between [Buyer] and [Bank]; and, (ii) Promissory Note to be issued by [Buyer] in favor of [Bank] (hereinafter the "PAGARE").

Regarding the above, the [Buyer] states the following:

I. That [Buyer] hereby authorises and irrevocably instructs:

(A) [Bank] and / or any of its representatives and / or duly authorised agents, to complete and / or satisfy in their own discretion the information contained in the referenced Pagaré regarding: (i) the date of payment, and (ii) to the amount owed on that date, in case of incurring any breach, including breaches of payment of accounts for overdue, under the Contract [*].

II. [Buyer] shall have, as of the moment in which they are made, all the actions taken by [Bank] and / or any of its duly authorised representatives as properly done, provided said actions have been taken based on the authorisation and instruction conferred under the present document; and as a result, [Buyer] freely and expressly irrevocably waives the right to bring any actions and / or oppose judicial or extrajudicial defenses against [Bank], arising from any controversy or conflict directly or indirectly related to this authorisation and irrevocable instruction, whether of its nature, interpretation, compliance, execution or termination thereof, as Buyer recognises that everything hereby agreed protects the interests of both parties.

Issued today _____ in the place of _____.

[Buyer]

Signature: _____

Name: _____

[NOTARISATION]

RECEIVED AND ACCEPTED BY:

[Bank]

Signature: _____

ASSIGNMENT INSTRUMENT

[on the letterhead of Relevant Bank]

[Date]

To: [Name of the Buyer]

Dear Sirs,

Ref: Notification of transfer pursuant to Articles 1264 and 1265 of the Italian Civil Code

We hereby notify you, also pursuant to Articles 1264 and 1265 of the Italian Civil Code, that any and all claims (including without limitation indemnities, warranties, claims for damages) relating to the account receivables and related payment obligations individually set forth in Attachment 1 to this letter have been transferred by the respective supplier specified as "Seller Party" on the relevant part of the column in the Attachment 1 in favour of *[Insert exact corporate name of Relevant Bank]* as of the date specified as the "Discount Date" in the relevant part of the column in the Attachment 1:

Yours faithfully,

For and on behalf of the Relevant Bank:

Authorised signatory (signature)

Full name (print)

Title/position

Attachment 1

[]

To bear certified date (*data certa*) pursuant to Italian law

BUYER'S CERTIFICATE

I, [name of relevant officer], of legal age, with office address at [business address], do hereby certify under oath that:

1. I am the [Corporate Secretary/other equivalent position] of [Buyer's Name] [Company Identification Number if applicable], a [corporation/partnership/other association] duly organised and existing under the law of the Philippines, with office address at [Business Address of Buyer] (Corporation/Partnership/Other). As [Corporate Secretary/other equivalent position] of the (Corporation/Partnership/Other), I am the custodian of the minute books and constitutive documents of the (Corporation/Partnership/Other).
2. The (Corporation/Partnership/Other) entered into a Buyer Payment Services Agreement dated (Agreement). This Certificate is given in satisfaction of paragraph (a) of the Jurisdiction Schedule for the Philippines.
3. Annexes 1, 2 and 3 are true, complete and up to date copies of the (Corporation/Partnership/Other) (a) [Certificate of Registration or equivalent document] issued by the on , (b) [Articles of Incorporation, or equivalent document] and (c) [By-laws or equivalent document] (collectively, the **Constitutive Documents**), respectively, and which as at the date of this Certificate are in full force and effect and have not been revoked, suspended or amended.
4. All authorisations that are necessary or advisable for or in connection with the execution, validity, performance or enforceability of the Agreement have been obtained and have not been revoked.
5. During the meeting of the [Board of Directors or other governing board] of the (Corporation/Partnership/Other) held on , at which meeting a quorum was present and acting throughout, the following resolutions were duly passed:

RESOLVED, that it is in the [Buyer's Name]'s (Corporation/Partnership/Other) best interests and for a proper purpose of the Corporation's business to enter into, exercise its rights and perform its obligations under, the Agreement;

RESOLVED, FURTHER, that the [[Corporate Secretary/other equivalent position] is hereby authorised to enter into, execute (including, if necessary, by affixing the common seal of the [Corporation/Partnership/Other], deliver, and perform its obligations, under the Agreement and any related ancillary document to which it is named as a party; and

RESOLVED, FINALLY, that any one of the following persons whose specimen signatures appear below (each of them, an **Authorised Signatory**), acting individually, be and is hereby authorised to sign on behalf of the [Corporation/Partnership/Other] the Agreement and any related ancillary documents to which it is named as a party:

Name	Title

6. All relevant provisions of the laws of the Philippines and the Constitutive Documents of the [Corporation/Partnership/Other] were duly observed in connection with these resolutions.
7. The following signatures are the true and usual signatures of the Authorised Signatories of the [Corporation/Partnership/Other]:

Name	Title	Signature

IN WITNESS WHEREOF, the undersigned has hereunto set [his/her] hand this day of 20 .

[Position]

_____) S.S.

Date and Place
Issued

8

SUPPLIER'S CERTIFICATE

I, [name of relevant officer], of legal age, with office address at [business address], do hereby certify under oath that:

1. I am the [Corporate Secretary/other equivalent position] of [Supplier's Name] [Company Identification Number if applicable], a [corporation/partnership/other association] duly organised and existing under the law of the Philippines, with office address at [Business Address of Supplier] (Corporation/Partnership/Other). As [Corporate Secretary/other equivalent position] of the (Corporation/Partnership/Other), I am the custodian of the minute books and constitutive documents of the (Corporation/Partnership/Other).
2. The (Corporation/Partnership/Other) entered into a Supplier Receivables Purchase Agreement dated (Agreement). This Certificate is given in satisfaction of paragraph (a) of the Jurisdiction Schedule for the Philippines.
3. Annexes 1, 2 and 3 are true, complete and up to date copies of the (Corporation/Partnership/Other) (a) [Certificate of Registration or equivalent document] issued by the on , (b) [Articles of Incorporation, or equivalent document] and (c) [By-laws or equivalent document] (collectively, the **Constitutive Documents**), respectively, and which as at the date of this Certificate are in full force and effect and have not been revoked, suspended or amended.
4. All authorisations that are necessary or advisable for or in connection with the execution, validity, performance or enforceability of the Agreement have been obtained and have not been revoked.
5. During the meeting of the [Board of Directors or other governing board] of the (Corporation/Partnership/Other) held on [], at which meeting a quorum was present and acting throughout, the following resolutions were duly passed:

RESOLVED, that it is in the [Supplier's Name]'s best interests and for a proper purpose of the Corporation's business to enter into, exercise its rights and perform its obligations under, the Supplier Receivables Purchase Agreement (**Agreement**);

RESOLVED, FURTHER, that the [Corporation/Partnership/Other] is hereby authorised to enter into, execute (including, if necessary, by affixing the common seal of the [Corporation/Partnership/Other]), deliver, and perform its obligations, under the Agreement and any related ancillary document to which it is named as a party; and

RESOLVED, FINALLY, that any one of the following persons whose specimen signatures appear below (each of them, an **Authorised Signatory**), acting individually, be and is hereby authorised to sign on behalf of the [Corporation/Partnership/Other] the Agreement and any related ancillary documents to which it is named as a party:

Name	Title

6. All relevant provisions of the law of the Philippines and the Constitutive Documents of the [Corporation/Partnership/Other] were duly observed in connection with these resolutions.
7. The following signatures are the true and usual signatures of the Authorised Signatories of the [Corporation/Partnership/Other]:

Name	Title	Signature

IN WITNESS WHEREOF, the undersigned has hereunto set [his/her] hand this [] day of [] 20__.

[Name]

[Position]

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

SUBSCRIBED AND SWORN to before me in the City of [], Philippines, on this [] day of [] 20 , affiant exhibiting to me [his/her] respective Passport as follows:

Name

Competent Evidence of
Identity

Date and Place
Issued

known to me and by me known to be the same person who executed the foregoing Certificate and who acknowledged to me that the same is [his/her] free and voluntary act and deed and the free and voluntary act and deed of their principal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of , at , The Philippines.

Doc. No. ;

Page No. ;

Book No. ;

Series of 20 ..

DEED OF ASSIGNMENT

The Supplier hereby assigns, transfers, and conveys to the Bank, and the Bank hereby purchases and acquires from the Supplier, all of its title and interest in and to the Purchased Receivables (details of which are set out in Annex 1), together with all rights, interests, and benefits of the Supplier therein.

The consideration paid by the [Bank] for the Purchased Receivables are set out in Annex 1.

For avoidance of doubt, the transaction contemplated under this [Deed] shall constitute and be treated as an outright sale of the Purchased Receivable from the Supplier to the Bank, and shall not be considered a security interest under Republic Act No. 11057, otherwise known as the Personal Property Security Act.

IN WITNESS WHEREOF, this Deed of Assignment has been signed this ____ day of _____ at _____.

[NAME OF SUPPLIER]

[BANK]

Supplier

Bank

By:

By:

as authorised representative of the Supplier

[name of signatory]

[position]

[name of signatory]

Attorney-in-fact

[notarial portion for in-person notarisation]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY) ss.

BEFORE ME, a Notary Public in and for the city named above, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their principals.

WITNESS MY HAND AND SEAL on this ____ day of _____.

Doc. No.: _____;

Page No.: _____;

Book No.: _____;

Series of 20__.

[notarial portion for remote notarisation]

ACKNOWLEDGMENT

1. REPUBLIC OF THE PHILIPPINES)

MAKATI CITY) ss.

Before me, a duly authorised notary in and for the above-named jurisdiction, appeared on this _____ day of _____, via remote notarisation by videoconferencing, the following, who is identified through competent evidence of identity, to wit:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me and by me known to be the same persons who executed the foregoing instrument, and who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and those of the corporation/entity they represent, and that they are duly authorised to sign in such representative capacity.

I further certify that this instrument refers to a Deed of Assignment, consisting of ____ (__) pages, including this page wherein the acknowledgment is written, has been signed by the herein parties and that the notarial act has been performed by videoconference in accordance with the 2020 Interim Rules on Remote Notarisation of Paper Documents (A.M No. 20-07-04-SC) in the locality within the territorial jurisdiction of the court which issued the undersigned notary public's commission at the time the notarial act was performed.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 202__.

Annex 1

Invoice No.	Invoice Date	Amount	Due Date	Purchase Date	Consideration (Purchase Price)

AGREEMENT ON REGISTRATION OF RECEIVABLES PURCHASE

Date:

We refer to the Supplier Receivables Purchase Agreement dated between (“Bank”) and (“Supplier”) (as may be amended, varied, supplemented or substituted from time to time, the “Purchase Agreement”). Terms not defined in this agreement will have the meaning given to them in the Purchase Agreement.

1. Pursuant to the terms of the Purchase Agreement, Supplier hereby authorises Bank (and any third party as may be designated by Bank) to submit to the PBOC Registration System all necessary documents or materials as may be requested by the PBOC Registration System and arrange for the registration with respect to the Purchase of the Receivables in accordance with Applicable Law.
2. Supplier confirms that its legal name effective within the past four (4) months has been notified to the Bank and any information provided to the Bank is true, accurate and complete.
3. Supplier agrees that it shall be liable for any losses or liabilities incurred by the Bank due to the incorrectness, misleading or incompleteness of any information provided by Supplier to the Bank under in connection with the Purchase Agreement.
4. Supplier undertakes that it will promptly notify the Bank of any change of its legal name and be liable for any losses or liabilities incurred by the Bank due to its failure to make such notification.
5. This Agreement shall be governed by and construed in accordance with the law of the PRC (for the purpose of this Agreement, excluding the law of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan). In connection with all actions, claims, or disputes arising under or relating to this Agreement, the parties hereto irrevocably consent to the non-exclusive jurisdiction of the competent courts where Bank is domiciled.

For and on behalf of the Supplier:**For and on behalf of the Supplier:**

Authorised signatory (signature)

Authorised signatory (signature)

Full name (print)

Full name (print)

Title/position

Title/position

official stamp (公章) / finance stamp (财务专用章)

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

To: [Full name of Bank] (“Bank”)

Attention: [CEO/board member/authorised signatory]

Copy to: [Supplier] (the “Supplier”)

Date: [date]

Dear Sirs,

We confirm receipt from the Supplier of a notice of assignment (the “Notice”) dated [date] in connection with the purchase from the Supplier and assignment to the Bank of the receivables represented by invoices listed in the Notice (the “Invoices”) issued by, or otherwise relating to goods and/or services supplied by, the Supplier (the “Assignment”).

We hereby explicitly acknowledge and agree that following the Assignment described in the Notice, the Bank shall be entitled to all the Supplier’s rights in and to the receivables represented by the Invoices and that from the date of the Notice and until we are notified otherwise, we shall comply with the Notice and accordingly make any and all payments in connection with the Invoices directly to, or as directed by, the Bank.

Yours sincerely,

[Buyer]

SPANISH TRANSFER DEED

[Place] [Date]

Mr. / Ms. , of legal age, of nationality, [marital status], with address at , holder of National Identity Card / Passport number , in force; and

Mr. / Ms. , of legal age, of nationality, [marital status], with address at , holder of National Identity Card / Passport number , in force.

ACTING

Mr. / Ms. , for and on behalf of the company of Spanish nationality named , with registered address at , incorporated for an indefinite period in a public deed granted before the Notary of ,

Mr./Ms. , on [Date], under protocol number (hereinafter, "Supplier").

Said company is registered in the Companies Registry of this province, in Volume , Book , Section , Sheet , Page number , entry.

This company's Tax Identification Number is .

Mr. / Ms. is empowered for this act by virtue of the power of attorney conferred on him/ her by Supplier through the public deed granted before the Notary of , Mr./Ms. , dated , under protocol number .

Mr. / Ms. , for and on behalf of [Bank], incorporated under the law of and authorised as a credit institution, having its registered office at , ("Bank").

Mr. / Ms. is empowered for this act by virtue of a power of attorney duly notarised and apostilled, granted before the Notary

Public of Mr. / Ms. , dated .

Supplier and Bank shall hereinafter be referred to jointly as the "Parties".

THEY WITNESSETH

- I. The Parties entered into a contract named Supplier Receivables Purchase Agreement dated as of (hereinafter referred to as the "Agreement"), which was notarised in Spain by means of a public deed granted before the Notary of , Mr./ Ms. , dated [, under protocol number [*]]. Capitalised terms used but not defined herein shall have the meaning ascribed to them in the Agreement.
- II. Pursuant to the Agreement, which will serve as a framework agreement, Supplier agreed to sell to Bank certain Receivables and the credit rights arising therefrom (the "Purchased Receivables"), which shall be identified by means of a list, as described below.
- III. Supplier intends to sell to Bank the Purchased Receivables being the receivables identified in the lists prepared and sent by Supplier to Bank (the "List of Purchased Receivables").
- IV. The List of Purchased Receivables mentioned in paragraph III above are attached hereto as Annex 1.
- V. The Parties expressly agree that the transfer of the Purchased Receivables from Supplier to Bank shall comply with the requirements set forth in the Third Additional Provision of Spanish Law 1/1999, so that, where applicable, the advantages acknowledged in the Third Additional Provision of Spanish Law 1/1999, of 5 January 1999, on venture-capital undertakings and their management companies (the "Third Additional Provision") apply to the transfer of said Purchased Receivables.

This being set forth, the Parties, in accordance with the provisions of the Agreement, have agreed to execute this agreement of formalisation of assignment of receivables according to the following,

CLAUSES

ONE. PURCHASED RECEIVABLES AND PAYMENT OF PURCHASE PRICE

The Purchased Receivables which form the subject of the present agreement are the following:

- (1) The Purchased Receivables set forth in the Lists of Purchased Receivables attached hereto as annex [1], including, at least, the following information:
 - (a) name, address and CIF/VAT number of the account debtor;

- (b) unpaid balance of the receivable;
- (c) original due date and date of issue of the invoice; and
- (d) invoice number and number of the account debtor's account in the books of Supplier.

Payment of the Purchase Price has been carried out by Bank in accordance with Section 3.7 of the Agreement.

A copy of the documents attesting to the payment of the Purchase Price of the Purchased Receivables to Supplier is included as Annex 2.

TWO. ASSIGNMENT OF RECEIVABLES

In accordance with the provisions of the Agreement, Supplier hereby declares that on the date hereof, Supplier has transferred full ownership of the Purchased Receivables to Bank, who has acquired them, in accordance with the provisions of Articles 347 and 348 of the Spanish Commercial Code, together with all rights, actions and privileges that Supplier holds by virtue of the Purchased Receivables included in the List of Purchased Receivables mentioned in Recital III above.

For the purposes of Article 1,526 of the Spanish Civil Code, the Parties hereby execute this notarial deed through which the aforementioned transfer of Purchased Receivables is notarised.

Supplier delivers to Bank the List of Purchased Receivables, and Bank accepts such delivery. The appearing persons deliver to [me, the Notary,] a copy of each of the Lists of Purchased Receivables, which I attach to the original document of this public deed, considering its whole content to be herein reproduced, and which identify the Purchased Receivables.

Title to Purchased Receivables shall pass as of (“Purchase Date”).

Supplier hereby irrevocably authorises Bank (which may, in turn, appoint any other natural or legal person for these purposes) to notify, acting in the name and on behalf of both Bank and Supplier, the debtors through the relevant notice of transfer of the relevant assignment of the Purchased Receivables to Bank.

The transfer of each Purchased Receivable entails the simultaneous transfer, accrued on or prior to the date on which such Purchased Receivable passes to Bank, of all existing or future security interests, guarantees and the other rights ancillary to such Purchased Receivable, whenever such security interests, guarantees and rights are by the operation of law and without formality transferable together with the transfer of each such Purchased Receivable under any applicable law, such as, without limitation, all obligations to pay associated with the provisions of such Goods, including the right to receive all taxes, shipping, interest, penalties, all security deposits, guarantees, letters of credit, banker's acceptances, supporting obligations, all insurance policies and claims thereunder, all other claims related to such Purchased Receivable, and other charges attributable to such Receivable, free of any Adverse Claim, and also includes all proceeds thereof.

Supplier expressly acknowledges that all the rights, title and other rights of Supplier relating to the Purchased Receivables specified above, are transferred to Bank pursuant to the Agreement and subject to the terms and conditions agreed thereunder, and such transfer is formalised by means of this transfer deed. Bank thus has acquired full legal title and ownership in all rights, title and other rights of Supplier relating to the Purchased Receivables specified above, by virtue of the Agreement and as further described herein.

This document will be deemed an integral part of the Agreement, the terms of which will, therefore, be fully applicable to the assignment of Purchased Receivables to which it refers and its granting will be notified to Bank, by Supplier.

This Spanish Transfer Deed shall be governed by Spanish law.

[customary Notarial wording]

ANNEX I

List of Purchased Receivables

ANNEX 2

Documents attesting to the payment of the Purchase Price