

1. SCOPE

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

2. PAYMENT PROCEDURESApproved Invoice Information

- 2.1 You may, on a Business Day, upload Approved Invoice Information to the Platform, in a form and manner acceptable to us, which contains information relating to Invoices in an Approved Currency that you have approved for payment (each an **"Approved Invoice"**). You may not amend any part of the Approved Invoice Information once it has been uploaded to the Platform.
- 2.2 You shall procure that Approved Invoice Information or any other details or information in respect of any Approved Invoice is uploaded by an Authorised User.
- 2.3 Upon our request you agree to promptly verify the Approved Invoice Information at any time before the relevant Invoice Settlement Date.

Payment instructions

- 2.4 You irrevocably and unconditionally agree that, by uploading Approved Invoice Information via the Platform you authorise and instruct us to act as your paying agent in relation to each such Approved Invoice and to pay (each a **"Payment Instruction"**):
- (a) the Approved Amount to the Supplier on the Invoice Due Date in accordance with the Approved Invoice Information; or
 - (b) the Payable Amount to the Supplier on the Invoice Settlement Date in accordance with the Approved Invoice Information pursuant to Clause 2.5 and you shall procure that the relevant Supplier agrees that any receivable owing to that Supplier relating to any Approved Invoice relating to any Payment Instruction in respect of which the Payable Amount is so paid to that Supplier on the Invoice Settlement Date is irrevocably discharged in full upon payment of such Payable Amount to the Supplier.
- 2.5 You agree and acknowledge that we are authorised to (and you shall procure that the Supplier agrees to the same), in our absolute discretion and with no obligation to do so, rely, accept and act on the Payment Instruction made under Clause 2.4(b) and early settle the receivable(s) relating to the relevant Payment Instruction. If we choose not to exercise such discretion you authorise us to rely, accept and act on the Payment Instruction made under Clause 2.4(a) subject to the terms of this Agreement.
- 2.6 You may change the Supplier Account by providing at least five (5) calendar days' notice to us using such means and being in such form as we may specify from time to time. Any such notice will not be effective until we receive it and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on your existing instructions.

Buyer Account

- 2.7 The Buyer Account may be maintained with us or a Third Party Bank at your option.
- 2.8 You must inform us in the Buyer Execution Form of your selection of "debit" or "push" payments for payment of the Approved Amount to us on the relevant Invoice Due Date.

- 2.9 If the Buyer Account is not maintained with us and you have selected "debit" payments pursuant to Clause 2.8 or are deemed to have selected "debit payments" under Clause 2.10 then you must promptly authorise the Third Party Bank to act on our instructions to it as your payment agent in accordance with the authority conferred on us by you under Clause 2.4, including executing and delivering such documents and information and doing all acts and things as may be, in the third party bank's determination, necessary or advisable from time to time.

- 2.10 You agree and acknowledge that we will deem you to have selected "debit" payments if you make no selection or select both options pursuant to Clause 2.8.
- 2.11 You may change the Buyer Account, or your selection made under Clause 2.8, by providing at least thirty (30) calendar days' notice to us using such means and being in such form as we may specify from time to time. Any such notice will not be effective until we receive it and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on your existing instructions.

Buyer Account with Bank of America

- 2.12 If the Buyer Account is maintained with us:
- (a) for each Approved Invoice, if you have selected the "debit" option in accordance with Clause 2.8 or are deemed to have selected "debit payments" under Clause 2.10, you:
 - (i) shall procure that there are sufficient cleared and available funds in the Buyer Account by 11.00am (London time) on the Invoice Due Date equal to no less than the Approved Amount;
 - (ii) irrevocably authorise and instruct us to debit the Buyer Account for, and to transfer, the Approved Amount on each Invoice Due Date to the Supplier or to us in accordance with Clause 2.5; and
 - (iii) if there are insufficient cleared and available funds in the Buyer Account to pay the Approved Amount when we initiate a debit in accordance with this Clause 2.12(a), shall pay us on the Invoice Due Date the Approved Amount without any set-off or counterclaim and free and clear of any Withholding or Deduction on account of Tax or otherwise for each Approved Invoice;

Buyer Account with a Third Party Bank

- 2.13 If the Buyer Account is maintained with a Third Party Bank:
- (a) for each Approved Invoice, if you have selected the "debit" option in accordance with Clause 2.8 or are deemed to have selected "debit payments" under Clause 2.10, you:
 - (i) shall procure that there are sufficient cleared and available funds in the Buyer Account by 11.00am (London time) two Business Days before the Invoice Due Date equal to no less than the Approved Amount;
 - (ii) irrevocably authorise and instruct us to communicate an instruction to the Third Party Bank to transfer the Approved Amount to us at any time between the date referred to in Clause 2.13(a)(i) and the Invoice Due Date and shall procure that the Approved Amount is transferred to us before the Invoice Due Date and that the relevant Third Party Bank complies and effects any such transfer instructions; and

- (iii) authorise and instruct us to transfer the Approved Amount on each Invoice Due Date to the Supplier or to us in accordance with Clause 2.5; and
- (iv) if there are insufficient cleared and available funds in the Buyer Account to pay the Approved Amount when we initiate a debit in accordance with this Clause 2.13(a) or if for any other reason, we do not receive the Approved Amount in full when we initiate such debit, shall pay us on the Invoice Due Date the Approved Amount without any set-off or counterclaim and free and clear of any Withholding or Deduction on account of Tax or otherwise for each Approved Invoice.

"Push" option

- 2.14 For each Approved Invoice, if you have selected the "push" option in accordance with Clause 2.8 and are not deemed to have selected the "debit" option under Clause 2.10, you:
- (a) shall pay the Approved Amount to us by making such payment to the account specified by us from time to time so it is received by us on or before 11.00am (London time) on the relevant Invoice Due Date, without any set-off or counterclaim and free and clear of any Withholding or Deduction on account of Tax or otherwise; and
 - (b) authorise and instruct us to transfer the Approved Amount on each Invoice Due Date to the Supplier or to us in accordance with Clause 2.5;
- 2.15 If you have selected the 'debit' option pursuant to Clause 2.8 you agree to change your selection to the 'push' option upon reasonable prior notice being given to you.

Independent irrevocable payment obligation

- 2.16 You irrevocably and unconditionally agree, in consideration of our covenants and undertakings set out in the Agreement, that your payment obligation set out in Clauses 2.12(a)(i), 2.13(a)(i) and 2.14(a)(as applicable) is in each case a new, primary, irrevocable, legal, valid and binding obligation of yours that is independent from the Approved Invoice and not affected by any act, omission, matter or thing which would reduce, release or prejudice your obligations under the Agreement.

Overdue Amounts

- 2.17 If you do not pay an amount you are obliged to pay under the Agreement when it is due, you shall, on demand from us, pay interest on such amount from time to time outstanding for the period beginning on its due date and ending on the day it is received by us, both before and after judgment ("**Overdue Period**"). The rate of interest applicable to such overdue amount shall be equal to the applicable Reference Rate plus 2% (two per cent.) per annum and will be immediately due and payable on demand and, to the extent not paid, shall be compounded to the unpaid amount (but will remain immediately due and payable) and itself attract interest at the aforesaid rate.

General

- 2.18 We will not be obliged to act on a Payment Instruction:
- (a) under Clause 2.4 if to do so would be contrary to our policy (being a policy generally applicable to our account holding customers), to Applicable Law or to the request or policy of any Authority to which we are subject or submit, whether or not such request or policy has the force of law;

- (b) under Clause 2.4 if the information required by and provided to us is, in our determination, incomplete, vague or ambiguous;
- (c) under Clause 2.4(a) if there are insufficient cleared and available funds in the Buyer Account or received by us on or before the Invoice Due Date in the amount of the Approved Amount and in the currency of the relevant Approved Invoice, or the Buyer Account is in debit or may become overdrawn if we were to act on the Payment Instruction;
- (d) a notice has been delivered pursuant to Clause 9.1(a); or
- (e) under Clause 2.4(a) if you have not complied with Clause 2.9.

- 2.19 We shall be entitled to make the debits envisaged by Clauses 2.12(a)(ii) or 2.13(a)(ii) notwithstanding that doing so may give rise to an overdraft or the exceeding of the credit limit of the Buyer Account (and in such event you shall be liable to pay us or the Third Party Bank, as the case may be, for such overdraft or excess and any applicable costs, fees, and expenses arising under or in connection with such overdraft or excess).
- 2.20 You agree that while payment of the Payable Amount will reduce your payment obligation to pay the receivable relating to the relevant Approved Invoice due under the commercial contract between you and the Supplier by an amount equal to such Payable Amount so paid, all other sums owed to the relevant Supplier under such commercial contract shall remain outstanding.
- 2.21 On any day when the funds standing to the credit of the Buyer Account are insufficient to satisfy all amounts due and payable to us (and/or any relevant Supplier) on such day, we may, but shall not be bound to, appropriate any available funds standing to the credit of the Buyer Account towards payment of amounts due and payable by you to us (and/or any relevant Supplier) and we shall determine which payments we will make (in whole or in part) and the order in which we will make such payments, provided that any payments owing us shall be made first before any payment is made to any relevant Supplier.
- 2.22 Notwithstanding anything contained in the Agreement to the contrary, you expressly agree that your obligations under this Clause 2:
- (a) shall survive and remain in full force and effect notwithstanding: (i) any stop payment order or notice of fraud, forgery or other defect from you, or any other demand, notice, order or direction from you or any other Person; or (ii) the occurrence of any insolvency or bankruptcy event or procedure in respect of the Supplier; or (iii) any right of recovery or set-off which you may have against the Supplier; or (iv) any non-delivery or rejection of the Goods covered by any Approved Invoice; or (v) any revocation or purported revocation of approval by you of any document or any Goods covered thereby; (vi) the termination or expiration of the Agreement, (vii) any default or delay by any Party in performing its obligations under the Agreement (viii) any failure of the Platform; or (ix) any other reason whatsoever;
 - (b) shall survive any such termination, expiration, default, act, omission, delay or failure.

Information

- 2.23 You agree to promptly verify the Approved Amount and Invoice Due Date of each Approved Invoice from time to time on our request.

2.24 You shall procure that any details or information in respect of any Approved Invoice or otherwise uploaded on behalf of you to the Platform are uploaded by an Authorised User and you undertake that the Approved Amount of each Approved Invoice shall be:

- (a) for an amount that is the same as the face value of the corresponding Invoice;
- (b) in the same currency as the corresponding Invoice; and
- (c) for the same tenor as the corresponding Invoice.

2.25 In respect of each Approved Invoice, you shall upload to the Platform details of:

- (a) the Supplier to receive payment, including both that Supplier's account details and notice details;
- (b) the Approved Amount; and
- (c) the Invoice Due Date.

Disputes

2.26 You acknowledge and agree that we shall have no responsibility or liability for: (i) any disputes that arise between you and any Supplier and/or any other third party, including any claims related to the provision of Goods by a Supplier to you, shipment, delivery, damages, defect, performance, failure to meet specifications, or failure to meet expressed or implied warranties; or (ii) the use of the Platform by you or any Supplier.

2.27 You shall not upload (and shall procure that no person on your behalf uploads) via the Platform any Invoice with a tenor that exceeds 360 days.

3. BUYER ACKNOWLEDGMENTS

3.1 If you maintain the Buyer Account with us the terms of your agreement with us governing such Buyer Account shall apply and are incorporated into and form part of the Agreement in relation to transactions and matters related to such Buyer Account. The terms of the Agreement govern in the event of any discrepancy between them and any term of such agreement.

3.2 At our request (from time to time), you shall promptly execute and deliver any such documents and information and do all acts and things as may be, in our determination, necessary or advisable to give effect to the Agreement or the transactions contemplated under the Agreement or for the purposes of the operation of the Platform including taking any steps necessary pursuant to Clause 2.9.

4. REPRESENTATIONS

4.1 You represent and warrant to us on the date of the Agreement, the date of a Payment Instruction and each Invoice Settlement Date and each Invoice Due Date that:

- (a) you are duly organised, validly existing and in good standing under the law of the jurisdiction of organisation listed on the Buyer 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 set out on the Buyer Execution Form;

- (c) except as set out on the Buyer Execution Form, 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;
- (d) 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 Buyer Execution Form;
- (e) the chief executive or registered office and the location of your books and records are as set out on the Buyer Execution Form;
- (f) 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 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;
- (g) the Agreement and each Platform Document 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 and each Platform Document for and on your behalf is duly authorised to do so, each in accordance with its constitutive documents and Applicable Law;
- (h) each data entry or Approved Invoice entered into the Platform and/or purporting to be by or from you is, together with the associated Payment Instruction, duly authorised by and is binding on you;
- (i) you are not subject to any Insolvency Event and to the best of your knowledge, no Supplier relating to any Approved Invoice is subject to any Insolvency Event;
- (j) as far as you are aware, each receivable relating to any Approved Invoice is free of any Adverse Claim in favour of any Person and the Supplier has not assigned, transferred or otherwise disposed of, or created any Adverse Claim over any such receivable in favour of any Person;
- (k) all information that has been or is being furnished by or on behalf of you to us (directly or via the Platform), including in relation to your beneficial ownership and controlling parties, was and is true and correct in all respects and was and is not incomplete by omitting to state any material fact necessary to make such information not misleading in any material respect in light of the circumstances under which such information was provided;
- (l) all Approved Invoice Information and all information that has been or is being furnished by or on behalf of you to us (directly or via the Platform) in relation to any Approved Invoice, any Supplier and/or the account details and/or notice details of any Supplier was and continues to be true and correct in all respects at all times;
- (m) your use of the Platform is solely to settle genuine and lawful commercial trade transactions, arising in the ordinary course of business, for the sale and purchase of Goods between you

and Suppliers and such sales and purchases are, at all times, at a fair market value;

- (n) you have obtained all licenses and other government authorisations or approvals in any jurisdiction that are required for the underlying transaction relating to each Approved Invoice and such underlying transaction does not violate any Sanctions;
- (o) the amounts payable by you as evidenced by any Approved Invoice are not, directly or indirectly, payable to any individual or entity, or in any country or territory, that is the subject of Sanctions, or be used in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transactions contemplated hereby) of Sanctions;
- (p) 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;
- (q) you have, independently and without reliance on us: (i) made your own analysis and decision to enter into the transactions contemplated by the Agreement; and (ii) consulted your own legal, accounting, regulatory and tax advisors in relation to such transactions (including in determining the appropriate accounting and tax treatments to be applied to such transactions); and
- (r) you are not an Affiliate of any Supplier, and you will promptly notify us if you become an Affiliate of any Supplier; and

5. COVENANTS

5.1 You agree:

- (a) that all payments by you to us under the Agreement shall be made without any offset, abatement, reduction, defence or counterclaim of any kind, nature or description;
- (b) that you will in accordance with Applicable Law timely remit all Taxes arising from any sales, use, excise, utility, gross receipts, value added or other similar Tax on the sale of the Goods relating to any Approved Invoice to the applicable Tax Authority;
- (c) 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 our rights under this Agreement;
- (d) 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;
- (e) to promptly notify us:
 - (i) 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 in which you are engaged;

- (ii) if any Insolvency Event occurs in respect of you or any action taken by you in anticipation of an Insolvency Event; and/or
 - (iii) of any change in any part of Approved Invoice Information that has been uploaded to the Platform;
- (f) to immediately notify us:
- (i) of any changes to any details related to the Supplier Account;
 - (ii) of any changes to the contact details for the Supplier;
 - (iii) of and convey any communications directed to us from the Supplier;
 - (iv) if a Supplier communicates an objection to you in relation to any change we are proposing to make to the terms agreed between us and that Supplier; and
 - (v) and, unless otherwise agreed with us, not upload any further Approved Invoice Information in respect of a particular Supplier via the Platform if you are notified or become aware of any sale, charge, pledge or transfer (including any future and/or conditional sale, charge, pledge or transfer) of any Approved Invoice and/or receivables represented by any Approved Invoice with respect to that Supplier;
- (g) to, before making a Payment Instruction in accordance with Clause 2.4:
- (i) inform the Supplier that any payment made by us to a Supplier is effected at your instruction and as your paying agent;
 - (ii) ensure that you have obtained consent from the relevant Supplier to the particulars of pricing related to the Payable Amount(s) and they have agreed to the early settlement of the relevant receivable at a discount;
 - (iii) ensure that the details provided by you in relation to the Supplier (including in relation to the Supplier Account) are, to the best of your knowledge, correct and complete;
- (h) to procure that the Supplier agrees that we shall have no liability to the Supplier in respect of any payment made or not made by us under the Agreement, and any legal recourse that the Supplier may intend to undertake, arising out of or in relation to the payment (or non-payment) of any Approved Invoice and/or any Payable Amount, shall be solely against you; and
- (i) to obtain and maintain all approvals and make all reports required by Applicable Law in connection with your transactions;

6. INDEMNITY

- 6.1 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 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) any claims by any person contesting our rights to receive and retain any Approved Amounts payable by you under the Agreement;
 - (v) any Supplier not being bound by or otherwise contesting the terms of any Supplier Notice or any Supplier Notice otherwise not being enforceable against any Supplier;
 - (vi) any Approved Invoice Information not being true and correct in all respects at all times;
 - (vii) 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; and
 - (viii) the performance by the Parties of their respective obligations under the Agreement or any agreement or instrument contemplated hereby or thereby or the transactions contemplated hereby or thereby,
- unless in each case such Indemnified Amount has been directly caused by the gross negligence, or willful misconduct of such Indemnified Party as determined by a court of competent jurisdiction in a final, non-appealable judgment; provided, however, that the foregoing indemnification shall exclude any claims, losses, damages, liabilities or expenses that arise solely as the result of an Insolvency Event of yours or your general lack of creditworthiness; and
- (b) any Tax that may at any time be asserted in respect of the Agreement or receipt of the Approved Amount, the execution of the Agreement, or any other amount due pursuant to the Agreement other than Taxes imposed upon us with respect to our overall net income.
- 6.2 If we receive an amount in respect of any obligation of you under the Agreement or if any such obligation hereunder is converted into a claim, proof, judgment or order, in each case in a currency other than the currency in which the amount is expressed to be payable under the Agreement (the "**Contractual Currency**"):
- (a) you shall indemnify us as an independent obligation against any loss or liability arising out of or as a result of the conversion;
 - (b) if the amount received by us, when converted into the Contractual Currency at a market rate in the usual course of its business, is less than the amount owed in the Contractual Currency, then you shall forthwith on demand pay to us an amount in the Contractual Currency equal to the deficit;
 - (c) if the amount received by us, when converted into the Contractual Currency at a market rate in the usual course of its business, is greater than the amount owed in the Contractual Currency, then we shall forthwith pay to you an amount in the Contractual Currency equal to the surplus; and
 - (d) you shall pay to us forthwith on demand any reasonable published exchange costs and taxes payable in connection with any such conversion set out in Clauses 6.2(b) or 6.2(c).
- 6.3 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.
- 6.4 All amounts due under this Clause 6 shall be payable no later than five (5) Business Days after demand.
- 7. SET-OFF**
- 7.1 We or our Affiliates 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 or an of our Affiliates 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.
- 7.2 We agree to notify you promptly after any such set-off; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.
- 8. DUTY OF CARE AND LIABILITY**
- 8.1 You shall resolve all issues relating to any Approved Invoice, including any discrepancy, error, fraud or other fact or circumstance directly with the relevant Supplier (as applicable).
- 8.2 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.
- 8.3 In respect of any request, instruction, offer, notice or other communication that appears on or is transmitted via the Platform or electronically 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 Supplier, assume without enquiry that any such request, instruction, offer, notice or other communication is made for and on behalf of that Supplier and is fully authorised by and binding upon that Supplier; 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.

- 8.4 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.
- 8.5 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) or any third party (and any such third party shall not be deemed to be our agent).
- 8.6 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.
- 8.7 This Clause 8 will apply to claims based on contractual (and, if permitted by Applicable Law, all related non-contractual) liability.

9. AMENDMENTS AND TERMINATION

- 9.1 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 or any Platform Document is not true and correct when made or repeated; or

- (ii) you have failed to comply with any of your obligations under the Agreement or any Platform Document when due.

- 9.2 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.
- 9.3 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 upload Approved Invoice Information or otherwise take any action via the Platform in respect of any Approved Invoice or transaction under the Agreement, you will be deemed to have accepted those changes.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 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**").
- 10.2 Clause 10.1 does not apply to Customer Information (other than Personal Data) which: (a) has become public other than through our breach of Clause 10; 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.
- 10.3 You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10. **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.**
- 10.4 We and our branches, offices, units and affiliates (together, the "**Group**") may use (including access, retain and otherwise process) Customer Information (including Personal Data) for the following purposes:
- (a) performing our obligations and providing services under the Agreement, providing other services as agreed with you or otherwise in connection with fulfilling your instructions ("**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).
- 10.5 Group members may disclose Customer Information (including Personal Data) to:
- (a) other Group members for the purposes set out in Clause 10.4;
- (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 10.4(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;
- (i) any bank that maintains the Buyer Account (if not us) for the purposes of debiting the Buyer Account; and
- (j) any Suppliers relating to any Approved Invoices and any Suppliers if they submit a request to you or us to receive communications from us in relation to any Approved Invoices.
- 10.6 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 10.5(f).
- 10.7 The processing of Personal Data described in Clauses 10.4 and 10.5 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.
- 10.8 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 the Buyer 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 10.4 to 10.7.
- 10.9 Should an individual with rights as described in Clause 10.8(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 applicable DPN which you have provided to them.
- 10.10 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 10.5(d) are made subject to strict conditions of confidentiality and security.
- 10.11 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.
- 10.12 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 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.
- 10.13 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.
- 11. MISCELLANEOUS**
- 11.1 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.
- 11.2 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.
- 11.3 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 10. If our records of such communications differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to or review such records.

- 11.4 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.
- 11.5 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.
- 11.6 Nothing in the Agreement creates any fiduciary, advisory, partnership or joint venture relationship of any nature between the Parties.
- 11.7 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. You waive any right to claim against us any defences or right to set off arising under any contract or agreement entered into between you and any Supplier in respect of Approved Invoices.
- 11.8 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 Approved Amount and the benefit of the Agreement on such terms as we may determine.
- 11.9 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 any Applicable Law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.
- 11.10 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.
- 11.11 You consent to the use of electronic communications and electronic signatures for all purposes under or in connection with the Agreement. 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. We may, at our 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, We are under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by us pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent we have agreed to accept such electronic signature, we shall be entitled to rely on any such electronic signature purportedly given by you or on your behalf without further verification and (b) upon our request any electronic signature shall be promptly followed by a manually executed, original counterpart.

11.12 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.

11.13 No term of the 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 the Agreement.

11.14 We agree to provide such services and 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.

12. NOTICES

12.1 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 Buyer 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 Buyer Execution Form 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, when actually received and once we have had a reasonable time to act on such Notice.

12.2 Each party hereby irrevocably waives any claim or defence that requests, instructions, offers, acceptances, contracts, notices or other communications (including Payment Instructions) are not binding or enforceable or do not have their intended effect as a result of their being communicated electronically rather than on paper.

13. GOVERNING LAW

13.1 The Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

13.2 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.

13.3 Each of the Parties acknowledges and accepts that we are 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**").

13.4 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.

13.5 In Clauses 13.3 and 13.4:

- (a) "**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

- (b) "**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.

13.6 The Parties agree that the terms of Clauses 13.3, 13.4 and 13.5 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.

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

14. TAXES

14.1 If you are (or any bank transferring the Approved Amount to us are) required to make a Withholding or Deduction in respect of any payment to us, 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 us an additional amount so that, after making the Withholding or Deduction (including any Withholding or Deduction applying to the additional amount), we receive the amount we would have received if no Withholding or Deduction had been required.

14.2 If we are required to make a Withholding or Deduction from any payment payable by us to any Person under the Agreement, we shall make such payment to such Person less such Withholding or Deduction and we 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 us 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.

- 14.3 Any amount payable by us under the Agreement which (in whole or in part) constitutes the consideration for any supply by you to us for VAT purposes is inclusive of VAT and any other Tax that may be payable in connection therewith.
- 14.4 Any amount payable under the Agreement which (in whole or in part) constitutes the consideration for any supply made by us to you for VAT purposes shall be exclusive of any VAT and any other Tax that may be payable in connection therewith.
- 14.5 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 us or our 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 14.5(c), if VAT is chargeable on any supply made by us to you under the Agreement, to pay us (in addition to, and at the same time as, paying the consideration) an amount equal to the amount of the VAT (and we shall promptly provide an appropriate VAT invoice to you);
 - (c) to the extent applicable, where the Agreement requires you to reimburse us for any costs or expenses, at the same time, to reimburse and indemnify us against all VAT incurred by us in respect of those costs or expenses (such amount payable shall be the amount that we reasonably determine is the amount that neither us, nor any other member of any group of which we are 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 14.5(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.

15. DEFINITIONS AND INTERPRETATION

- 15.1 In the Agreement, the following terms have the following meanings:
- (a) **"Adverse Claim"** means any right, lien, security interest, encumbrance, hypothec, set-off, netting, abatement, liability,

reduction, charge, claim, defence or counterclaim, or restriction of any kind or nature whatsoever.

- (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 an 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, Approved Invoices, Payment Instructions, the Agreement or the transactions contemplated hereby.
- (d) **"Approved Amount"** means with respect to an Approved Invoice, the total amount that you have communicated to us as part of the Approved Invoice Information that has been accepted by you for payment (inclusive of applicable Tax) in relation to the Approved Invoice less any Qualifying Credit Note or Retention.
- (e) **"Approved Currency"** means any currency listed in the Reference Rate Schedule from time to time.
- (f) **"Approved Invoice"** means any Invoice for which you have approved for payment by submitting Approved Invoice Information to us and have provided a Payment Instruction in accordance with Clause 2.1.
- (g) **"Approved Invoice Information"** means: (i) payment programme reference; (ii) trade invoice number; (iii) invoice date; (iv) Buyer reference; (v) invoice type; (vi) Supplier name; (vii) Supplier address and notice details (if not previously provided); (viii) Supplier unique reference; (ix) payment indicator; (x) description of Goods; (xi) invoice due date; (xii) currency of invoice; (xiii) original invoice amount; (xiv) Approved Amount; (xv) Supplier bank name (if not previously provided); (xvi) Supplier bank account number (if not previously provided); (xvii) Supplier bank branch details (if not previously provided); (xviii) Supplier SWIFT (if not previously provided); and (xix) Supplier IBAN (not required if xviii and xix above are provided).
- (h) **"Authorised User"** means: (i) each Authorised Signatory specified in the Buyer Execution Form; (ii) any Person who is, according to an authorisation lodged with a Relevant Bank, empowered to act on your behalf in relation to that matter; (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
- (i) **"Authority"** means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.
- (j) **"Bank", "we", "us" and "our"** refers to Bank of America Europe DAC.
- (k) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in 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.

- (l) **“Buyer”, “you” and “your”** refers solely to the entity (other than us) entering into the Agreement by executing or otherwise accepting the Buyer Execution Form.
- (m) **“Buyer Account”** means the bank account specified by you in the Buyer Execution Form and chosen by you for payment and debiting of the Approved Amount.
- (n) **“Buyer Execution Form”** means the Buyer Execution Form entered into by you in the form made available by us (whether via email or the Platform or otherwise), as amended from time to time, under which you have requested us and we have agreed to provide services to you;
- (o) **“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.
- (p) **“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.
- (q) **“Customer Information”** means all confidential, proprietary or non-public information provided in connection with the Agreement and any transaction contemplated hereby, including Personal Data.
- (r) **“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).
- (s) **“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.
- (t) **“Final Discharge Date”** means the date on which we notify you that we determine that all monies and other liabilities associated with you and any other amounts (whether actual or contingent) due or owing to us under the Agreement have been paid and discharged in full.
- (u) **“Goods”** means the goods and/or services sold to you by a Supplier pursuant to a commercial contract relating to any Approved Invoices.
- (v) **“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) 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); (ii) a composition, compromise, assignment or arrangement with any creditor; (iii) 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 (iv) enforcement of any security over any Person’s assets, or any analogous procedure or step is taken in any jurisdiction.
- (w) **“Invoice”** means the invoice, accepted purchase order, or other payment instructions generated by either a Supplier or you evidencing your monetary payment obligation to a Supplier for the purchase of Goods.
- (x) **“Invoice Due Date”** means the due date for payment of an Invoice specified in the relevant Approved Invoice Information as the latest date on which you unconditionally agree to pay the Approved Amount in accordance with the terms of the Agreement.
- (y) **“Invoice Settlement Date”** means the date on which we may pay the Payable Amount relating to any Payment Instruction to the Supplier in accordance with Clause 2.4(b).
- (z) **“Landing Page”** means <https://business.bofa.com/en-us/content/CPU.html> or such other website as may be notified by us to you (and designated by us as such) from time to time.
- (aa) **“Parties”** means each of you and us and each, a “Party”.
- (bb) **“Payable Amount”** means the amount payable by us to a Supplier in respect of an Approved Invoice subject to the discretion provided for in Clause 2.4(b) and which shall reflect the Approved Amount less such early payment charge or other discount determined by us pursuant to any methodology described by us in any Supplier Notice.
- (cc) **“Payment Instruction”** means each of your irrevocable payment instructions made pursuant to Clause 2.4.
- (dd) **“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Authority or other entity, including us and any Supplier.
- (ee) **“Personal Data”** has the meaning given to it in Clause 10.1.
- (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 a global transaction service provided by us to you from time to time.
- (gg) **“Platform Document”** means any document entered into by you in connection with your access to and use of the Platform.
- (hh) **“Qualifying Credit Note or Retention”** means, with respect to an Approved Invoice, a credit note issued to you by the Supplier with respect to the retention of any amount under such Approved Invoice, as communicated to us by you via the Platform prior to the Invoice Settlement Date.
- (ii) **“Rate Determination Date”** means, with respect to any Overdue Period, 2 Business Days before the commencement of such Overdue Period.
- (jj) **“Supplier”** means any supplier of Goods to you.
- (kk) **“Supplier Account”** means the bank account of the Supplier with the details set out in 15.1(g)(xv) to 15.1(g)(xix) (inclusive)

that the Supplier has nominated to receive settlement of an Approved Invoice and as communicated by you to us as part of the Approved Invoice Information.

- (ll) **"Supplier Notice"** means any Supplier notice we may send to any Supplier (either by sending them to the notice details in respect of that Supplier which you have made available to us or as we may otherwise send to that Supplier).
- (mm) **"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).
- (nn) **"T2"** means the real time gross settlement system operated by the Eurosystem, or any successor system.
- (oo) **"TARGET Day"** means any day on which T2 is open for the settlement of payments in euro.
- (pp) **"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.
- (qq) **"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.
- (rr) **"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 2025 and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide.
- (ss) **"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.
- (tt) **"Withholding or Deduction"** means a deduction or withholding from a payment under the Agreement in respect of any Tax as required by Applicable Law.

15.2 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.