

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.

The following additional terms and conditions of this Jurisdictions Schedule apply and are incorporated into and form part of the Agreement if you are domiciled in one of the following jurisdictions. Terms used but not defined in this Jurisdictions Schedule have the meanings ascribed to them in the Core 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. 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
BELGIUM	Telephone records made in accordance with Clause 11.1 will be retained for up to six months from the date of recording.
CZECH REPUBLIC	None
DENMARK	None
ENGLAND & WALES	References in the Agreement to “ Insolvency Event ” means, in addition to what is stated in Clause 15.1, each of the following: an administrator or administrative receiver or a receiver is appointed over the Person; or the value of the Person’s assets are less than its liabilities
FINLAND	None
FRANCE	<p>(a) You represent and warrant that you are neither a public sector entity nor a private entity operating in the public sector, falling within section 5 of the French Language Act dated 4th August 1994 (no. 94-665) or a private entity carrying out a regulated profession. You acknowledge that you are not a consumer within the meaning given to such term under French law, including for the purposes of article L. 314-5 of the French Code monétaire et financier. Furthermore, you acknowledge that you are fluent in the English language and, unless otherwise specified between you and us, do not wish to be provided with a French translation of the Agreement or any related documents or notices.</p> <p>(b) Clause 9.1(a) is replaced: <i>“by a Party upon written notice to the other Party which, in the case of you to us, shall be not less than thirty (30) days prior written notice and, in the case of us to you, shall be not less than two (2) months' prior written notice;”</i></p> <p>(c) Our rights to make disclosures pursuant to Clause 10, 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 10, as amended by this paragraph.</p> <p>(d) We will process Personal Data as a data controller.</p>
GERMANY	For the purposes of Clauses 4.1(k) and 5.1(e), "beneficial ownership" means <i>wirtschaftlichBerechtigter</i> .
GREECE	(a) Unless otherwise agreed with us in writing, telephone instructions are not permitted in connection with the Agreement.

	<p>(b) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 15.1, 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 diahirusi) 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>
HUNGARY	None
IRELAND	<p>(a) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 15.1, 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 15.1:</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 9.3 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>
LUXEMBOURG	<p>(a) A new Clause 10.16 shall be inserted:</p> <p><i>"You specifically agree to waive any applicable confidentiality requirements, notably but not limited to those under Article 41 of the Luxembourg law of 5 April 1993 on the financial sector (as amended, and including any implementing regulations and guidance) and you hereby acknowledge and agree that we may disclose information concerning you and your Buyer Account(s) to the Group and third Parties located in any jurisdiction in which we may conduct business or have third party contractors (including by way of outsourcing) and further acknowledge that in this context we may disclose information considered as confidential in accordance with Applicable Law:</i></p> <p><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></p>

	<p>(ii) to the extent we consider such disclosure to be reasonably necessary to carry out or facilitate any transaction or service relating to this Agreement or any other specific product or service agreement you enter in relation to any product or service you receive as part of your relationship with us;</p> <p>(iii) to the extent we consider such disclosure to be reasonably necessary in connection with the performance or enforcement of our rights under this Agreement and any other agreements and arrangements with you;</p> <p>(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</p> <p>(v) to the extent we consider it as required to comply with Tax Reporting Laws.”</p>
MALTA	None
NETHERLANDS	None
NORWAY	None
POLAND	<p>(a) A new Clause 2.24 is inserted:</p> <p><i>“You agree to independently transfer the value added tax corresponding to the Approved Amount or the Payable Amount (as applicable) to the relevant Supplier’s VAT account associated with the Supplier Account on the relevant Invoice Due Date or Invoice Settlement Date (as applicable) from your account held with a Polish bank.”</i></p> <p>(b) You will promptly notify Bank if: (i) it or a Supplier is registered in Poland for the purposes of VAT or any other Tax; (ii) it or a Supplier determines that the VAT Act applies to any Approved Invoice; or (iii) the currency of the relevant Approved Invoice is Polish Zloty.</p> <p>(c) You agree to review the transactions and events resulting in Invoices and ensure that no Invoices are submitted connected with reportable tax arrangements (tax schemes) in the meaning of Mandatory Disclosure Rules (“MDR”), including provisions of Polish Tax Ordinance Act dated 29 August 1997 (“Tax Ordinance”) or Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU (“DAC6 Directive”) as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements.</p> <p>(d) You acknowledge and agree that the term “Indemnified Amounts” for the purposes of Clause 6.1(a) shall include any taxes, duties or fees for which Bank may be jointly and severally liable for with a Supplier under Applicable Law.</p> <p>(e) You acknowledge and agree that if Bank determines Art. 108a section 1a of the VAT Act applies to any Approved Invoice not purchased by Bank, we shall have no responsibility or liability for making payment of the Approved Amount for any such Approved Invoice notwithstanding any other term of the Agreement.</p> <p>(f) The term “Approved Amount” in Clause 15.1 shall be replaced:</p> <p><i>“means, with respect to an Invoice, the total amount due to a Supplier by you (or its Transferee) net of VAT or any other Tax as confirmed by Buyer via the Platform), including the gross amount(s) listed on an Invoice or group of Invoices to be applied to such Invoice or group of Invoices.”</i></p>

	(g) References in the Agreement to “ Insolvency Event ” means, in addition to what is stated in Clause 15.1, each of the following: the Person does not pay his debts as they fall due; or the Person’s debts exceed the value of its assets, even if the Person pays those debts as they fall due.
PORTUGAL	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.
ROMANIA	<p>(a) Notices, documents, correspondence or any communication whatsoever provided by electronic means of communication (including the Platform or the email) have the same legal power as a document under private signature (<i>înscriș sub semnătură privată</i>) shall be evidence be admissible in court and no other means of evidence may be accepted by the Parties to prove otherwise.</p> <p>(b) The Buyer confirms that it has negotiated with the Bank each section of the Agreement (for the purpose of this section “negotiation” meaning both the exchange of proposals between Parties, which has resulted in a final agreement in relation to all clauses, and the unconditional acceptance by a Party of the clauses proposed by the other Party). In particular, the Buyer explicitly represents that it understands and accepts each and all unusual clauses (as defined by Article 1203 of the Romanian Civil Code) in the Agreement and, for the purposes of Article 1175 of the Romanian Civil Code acknowledges and agrees that the Agreement is not a contract of adhesion (contract de adeziune), being the result of the negotiation between the Parties.</p> <p>(c) For the purposes of Article 1221 of the Romanian Civil Code, the Buyer confirms that it has the necessary experience and knowledge in order to enter into and evaluate the Agreement and is not in a state of need (<i>stare de nevoie</i>) as at the date of the Agreement.</p>
SAUDI ARABIA	<p>(a) Payments of the Approved Amount shall be made on the relevant dates set out in the Agreement without any obligation on the Relevant Bank to notify you.</p> <p>(b) Clause 4.1 shall be amended to add the following additional representation:</p> <p style="padding-left: 40px;"><i>“You are solvent and able to pay its debts and where you are a company registered in Saudi Arabia, your losses have not reached 50% of your capital.”</i></p> <p>(b) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 15.1, each of the following: the commencement of any preventative settlement or financial restructuring proceedings in connection with you and/or the Buyer or where you and/or the Buyer are companies, the increase of their losses to such extent so as to reach fifty per cent of their capital.</p> <p>(c) For the purposes of the agreement, “Business Day” means in addition to what is stated in Clause 15.1, and in connection with Saudi Arabia, a day (other than a Friday or Saturday) on which banks are open for general business</p>
SCOTLAND	None

SLOVAK REPUBLIC	<p>(a) References in the Agreement to “Insolvency Event” means, in addition to what is stated in Clause 15.1, 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 4.1 shall be amended to include the following additional representation:</p> <p><i>“Buyer and Supplier are not Affiliated persons in terms of Sec. 9 of the Act no. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain laws as amended.”</i></p>
SPAIN	<p>Clause 5.1 shall be amended to include the following additional covenant:</p> <p><i>“If requested to do so by us, you undertake to execute within the maximum period of (15) fifteen Spanish business days from the date of such request, (i) the Agreement as a public deed, at the Spanish Notary Public (“Notary”) as specified by us, and (ii) as many public or private documents of rectification, supplement or correction of the Agreement as may be necessary. All fees, taxes, costs and expenses, including the registration expenses and the notarial fees arising in connection with the preparation and execution of such documents will be for your account.”</i></p>
SOUTH AFRICA	<p>(a) A new sentence at the end of Clause 12.2 is inserted:</p> <p><i>“You agree that service of process may be made on it by sheriff in accordance with the law of South Africa.”</i></p> <p>(b) You represent, warrant and covenant to us that: (i) All authorisations required by you or advisable in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Agreement (including all necessary foreign exchange approvals by the Financial Surveillance Department of the South African Reserve Bank) have been obtained or effected (as appropriate) and are in full force and effect; and (ii) It will promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability or admissibility in evidence of, the Agreement and will promptly supply certified copies to us of all such authorisations.</p> <p>(c) You may not submit Approved Invoice Information unless Bank has received, in form and substance satisfactory to us, a copy of the approval for the Agreement (including all necessary foreign exchange approvals and authorisation and approval for all fees and expenses payable in connection with the Agreement) by the Financial Surveillance Department of the South African Reserve Bank or the Registrar of Banks in the Republic of South Africa, if applicable.</p>
SWEDEN	<p>None</p>
SWITZERLAND	<p>None</p>
TURKEY	<p>(a) Clause 4.1 shall be amended to include the following additional representation:</p> <p><i>“The Buyer is not insolvent, bankrupt or unable to pay its debts and could not be deemed by a court to be unable to pay its debts nor will it become so in consequence of entering into the Agreement and in cases where the Buyer is a joint stock company (anonim şirket), has not lost two thirds of its capital in accordance with Article 376 of the Turkish Commercial Code (Law No. 6102) or no proceedings are pending for its winding-up or liquidation, bankruptcy or declaration of konkortado or postponement of bankruptcy”.</i></p>

	<p>(b) A new Clause 12.3 is inserted:</p> <p><i>“The Parties agree that any communication to be delivered to any other party in connection with the Agreement which is sent by facsimile and electronic communication in accordance with the Agreement shall, inter alia, constitute legal written evidence between the Parties pursuant to the provision of the first paragraph of Article 193 of the Civil Procedure Code of Turkey (Law No. 6100) for the purpose of any suit, action or proceeding in Turkey.”</i></p> <p>(c) If the Agreement is governed by English law, any reference in the Agreement to the courts of England shall mean the High Court of Justice of England and Wales in London and further agrees that, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London according to the provisions of Article 54 of the Act on International Private Law and Procedural Law of Turkey (Law No. 5718), if the Buyer is sued in a court in Turkey in connection with the Agreement, any judgment obtained in connection with such suit shall constitute conclusive evidence of the existence and amount of the claim 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>
<p>UNITED ARAB EMIRATES</p>	<p>None</p>

1. APPLICATION

- 1.1 The additional terms and conditions in this EEA Payment Services Schedule apply to the extent that payment services or payment transactions relating thereto are provided by Bank of America Europe DAC and subject to the Directive 2015/2366/EC of the European Parliament and of the Council, and any successor legislation from time to time (the revised "**Payment Services Directive**") as amended, extended, re-enacted, supplemented from time to time and as implemented or otherwise given effect in the relevant Member State of the European Economic Area from time to time (each an "**EEA Member State**" and such services and transactions, "**In-Scope Payment Services or Transactions**"). Terms used but not defined in this EEA Payment Services Schedule have the meanings ascribed to them in the Core Agreement.
- 1.2 Where the Agreement is inconsistent or conflicts with the provisions of this EEA Payment Services Schedule, such inconsistent or conflicting terms and conditions are deemed to have been amended to the extent necessary such that the provisions contained in this EEA Payment Services Schedule apply and prevail in matters relating to In-Scope Payment Services or Transactions only. For the avoidance of doubt, in all other matters, the existing provisions of the Agreement will remain unchanged.
- 1.3 To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in the Agreement including, without limitation Title III and those articles of Title IV of the Payment Services Directive which are permitted to be subject to disapplication, as transposed under the law of the applicable jurisdiction.

2. ACTING ON PAYMENT INSTRUCTIONS

- 2.1 You irrevocably and unconditionally agree that each Payment Instruction made in accordance with Clause 2.4 of the Core Agreement includes an authorisation and instruction from you to us to transfer the Approved Amount or the Payable Amount (as applicable) to the relevant Supplier using the details for the Supplier Account specified to us by you on or before the relevant Invoice Due Date or Invoice Settlement Date (as applicable) (each a "**Transfer**").
- 2.2 Where the Transfer is within the scope of Article 82(1) of the Payment Services Directive (including, but not limited to: (i) Transfers in euros or in another currency of an EEA Member State where the Transfer takes place within that EEA Member State; and (ii) Transfers involving a currency conversion between euro and another currency of an EEA Member State), then the amount of that Transfer is to be credited to the Supplier's bank by no later than the end of the next business day (as defined in the Payment Services Directive) following the time of receipt of the request.
- 2.3 For reasons beyond our control, other Transfers may take longer to reach the Supplier's bank than the time periods stated above. We will provide you details of maximum execution times on your request.
- 2.4 The moment in time of receipt of the Payment Instruction referred to in Paragraph 2.1 shall be, provided we are in receipt of cleared and immediately available funds, the last day possible in order to achieve value date on the relevant Maturity Date.

- 2.5 In certain circumstances, we are required to conduct checks or investigations pursuant to Applicable Law. Only a positive completion of these checks or investigations permits us to execute a Transfer. You agree that for the purposes of Transfers made in an EEA Member State the moment in time of receipt of a Payment Instruction to execute a Transfer will be deferred until the time when such checks or investigations have been completed.

- 2.6 You further agree that, where the terms and conditions of the Agreement, or any other documentation covering the delivery of Payment Instructions or execution of Transfers are inconsistent or conflict with this EEA Payment Services Schedule, such inconsistent or conflicting terms are deemed to have been amended to the extent necessary such that this EEA Payment Services Schedule will apply and prevail in such matters only. For the avoidance of doubt, in all other matters, the existing provisions of the Agreement and/or those in other agreements covering the delivery and execution of Payment Instructions will remain unchanged.

3. DUTY OF CARE

Notwithstanding any provision to the contrary, in relation to any obligations that we may have that arise pursuant to the transposition into national law of the Payment Services Directive only, we will not be liable in the event that abnormal and unforeseeable circumstances beyond our control prevent us from fulfilling such obligations.

4. CANCELLATION AND REFUNDS

- 4.1 Each Payment Instruction is irrevocable. However, if a Transfer has not yet been made, you may request a cancellation and we will exercise commercially reasonable efforts to effect such cancellation and refund you the amount subject to the cancellation request.
- 4.2 Notwithstanding any provision to the contrary, you will be deemed to have agreed to waive any rights, to raise objections or pursue any remedies against us in respect of any unauthorised or incorrectly executed payment transactions unless you notify us in writing of any such unauthorised or incorrectly executed payment transactions without undue delay but, in any case, within any time period we may have expressly agreed with you, which will be (unless agreed otherwise) 30 calendar days except where an EEA Member State has established a longer period.
- 4.3 Subject to Applicable Law, if we refund an unauthorised, unexecuted, defective or late payment transaction, and we reasonably determine that such transaction was unauthorised, unexecuted, defective or late as a result of your negligence, willful default or fraud, you acknowledge and agree to repay us the refunded amount together with related interest and our reasonable costs.

5. THIRD PARTY PAYMENT SERVICE PROVIDERS ("TPPs")**Appointment of TPPs**

- 5.1 In relation to a Buyer Account maintained for you in an EEA Member State, and which is accessible online, you may, in accordance with any procedural guidance and other information we make available to you from time to time, appoint:
- (a) an 'account information service provider' ("**AISP**") or a 'payment initiation service provider' ("**PISP**") to provide you with account information services or payment initiation

services, as each such term is defined under the Payment Services Directive; and/or

- (b) a payment service provider issuing card-based payment instruments ("CBPIL"),

(AISPs, PISPs and/or CBPILs are collectively referred to as "TPPs") which is capable of providing their services in connection with the Platform (a TPP so appointed is an "Appointed TPP").

- 5.2 Your appointment of a CBPIL constitutes your express consent to us providing that CBPIL with confirmation whether or not an amount necessary for the execution of a card-based payment transaction is available on your Buyer Account upon such CBPIL's request.
- 5.3 In respect of your appointment of a TPP, you represent, warrant and undertake that:
- (a) you will exercise reasonable care when selecting, appointing and making use of a TPP;
- (b) you have in place reasonable systems and controls designed to identify irregular, unauthorised, fraudulent or illegal activity relating to a TPP, and as a minimum, these systems and controls include procedures for: (i) ensuring that any failed, defective or late payment transactions involving a TPP are notified to us as soon as possible, (ii) investigating the cause of any failed, defective or late payment transactions involving a TPP, and (iii) identifying changes in TPP registration or authorisation; and
- (c) you will notify us immediately in the event that you identify any irregular, unauthorised, fraudulent or illegal activity relating to a TPP or any other problem with a Buyer Account which you reasonably consider is or may be related to an Appointed TPP.
- 5.4 You should be aware of the practical implications of appointing a TPP, including that by providing access to your Buyer Account, AISPs and PISPs may access your transactional and other data and, in the case of a PISP, may initiate payment transactions from your Buyer Account. You understand and agree that where you appoint and/or make use of an AISP and/or PISP, the data accessible to, or the transactions that may be made by, that AISP or PISP may be as extensive as that which would be available to an Authorised Signatory in respect of all Buyer Accounts maintained for you in an EEA Member State.
- 5.5 Any instructions which are given by a TPP, or purport to be given on your behalf by a TPP, regardless of the circumstances prevailing at the time, are subject to the provisions of the Agreement as if they had been given by you, and we may treat such instructions as authorised by you. Without prejudice to the above, you agree that we may treat any payment transaction initiated by a PISP as authorised by you if such payment transaction is subsequently approved, consented to or otherwise accepted by you through Bank of America CashPro® Online and/or any of our successor access electronic or mobile channel(s) from time to time in accordance with the usual transaction approval process in effect at the time such payment transaction is made.
- 5.6 You agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "Losses")

incurred or sustained by us of whatever nature and howsoever arising to the extent that this is caused by your negligence or wilful default in your performance of any of your obligations under paragraphs 5.1 and 5.3 above

Appearance on the Relevant Register

- 5.7 You agree that we may treat TPPs that appear on the Relevant Register as duly registered, certified and/or authorised by the relevant national competent authority.
- 5.8 For the purposes of this EEA Payment Services Schedule, "Relevant Register" means the EBA's electronic central register if this is available, otherwise the register of the relevant national competent authority of the TPP.

Revoking the appointment of Appointed TPPs

- 5.9 You may revoke the appointment of an Appointed TPP in accordance with any procedural guidance and other information we make available to you from time to time. Any such revocation by you will take effect immediately.

Refusing access to TPPs

- 5.10 We may, but we are not obliged to, provide access to and/or accept instructions from TPPs.
- 5.11 We may refuse access requests or instructions from TPPs for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Buyer Account, for example, where:
- (a) we receive an access request or instruction from a TPP which is not an Appointed TPP;
- (b) we receive an access request or instruction from a TPP whose appointment you have revoked in accordance with paragraph 5.9 above;
- (c) we receive an access request or instruction from a third party which does not appear, or from a TPP which has ceased to appear, on the Relevant Register;
- (d) we receive an access request or instruction from a TPP, and we reasonably suspect or are aware of unauthorised and/or fraudulent transactions involving that TPP (irrespective of whether such unauthorised and/or fraudulent transactions relate to your Buyer Account);
- (e) we receive an access request or instruction from a TPP after your Buyer Account has been closed; and/or
- (f) there is any other reason to indicate that the access request or instruction may be unauthorised and/or fraudulent.
- 5.12 Unless we are prohibited by Applicable Law, information on denied access requests of a TPP together with the reasons for denial is to be notified and/or made available to you through the Platform. We may resume access for the relevant TPP if we are satisfied that the reasons for denying access and/or rejecting instructions no longer exist.
- 5.13 You agree to take any action and to provide us with any documents, information or other assistance that we may reasonably require in order to investigate any suspected irregular, unauthorised, fraudulent or illegal activity on your Buyer Account.

Liability for TPPs

- 5.14 Subject to paragraph 5.15 and to the extent permitted by Applicable Law, where you appoint or use a TPP, you agree that we will not be liable for any Losses that you may suffer or incur in relation to your appointment or use of any TPP, and you will indemnify us on demand from and against any Losses incurred or sustained by us of whatever nature and howsoever arising in relation to your appointment or use of any TPP except in the event such Losses are directly caused by our fraud, gross-negligence or wilful misconduct. This indemnity is independent of your other obligations under the Agreement and will survive the termination of the Agreement without limit in time.

Refunds for PISPs

- 5.15 If we refund an unauthorised, unexecuted, defective or late payment transaction, and we reasonably determine that such transaction was unauthorised, unexecuted, defective or late as a result of your negligence, willful default or fraud, you acknowledge and agree that we may reverse any such refund credited to your Buyer Account together with related interest and deduct our reasonable costs.

TPP information

- 5.16 You will promptly furnish us with any and all information that you receive from a TPP where such information relates to:
- (a) a Security Breach (as that term is defined in paragraph 6.1 below);
 - (b) a Buyer Account you hold with us (including any payment transaction to or from such Buyer Account);
 - (c) the payment services we provide to you;
 - (d) us or otherwise may affect us.
- 5.17 You will promptly furnish us with any other information upon request that we may reasonably require in relation to a TPP, unless you are prohibited by Applicable Law.

6. SECURITY MANAGEMENT AND INCIDENT REPORTING

- 6.1 You will immediately take any steps required by us to reduce, manage or report any: (i) fraud or attempted fraud against you or us; and/or (ii) any other operational and/or security incident affecting you, us; and/or any other market participants (including a cyber-security attack) (a "Security Breach").
- 6.2 You will report any Security Breach to us without undue delay after becoming aware of it. In such circumstances, you will furnish us with accurate and up-to-date information of any Security Breach, including reports of any Security Breach that you make to any regulator or other government authority, to the extent that it relates to:
- (a) the services we provide to you;
 - (b) may otherwise affect or relate to us.

7. COMPLAINTS

- 7.1 You may have the right to make a complaint to the Irish Financial Services and Pensions Ombudsman ("FSPO"). The FSPO is an independent, and free service that helps resolve complaints with pensions providers and regulated financial services providers. You may

obtain further information regarding the FSPO, the methods by which you can access its services and its eligibility criteria, at www.fspo.ie.

- 7.2 The contact details of the FSPO are as follows: Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Phone: +353 1 567 7000 Email: info@fspo.ie.

The following additional terms and conditions of this Reference Rate Schedule apply and are incorporated into and form part of the Agreement if you are domiciled in one of the following jurisdictions. Terms used but not defined in this Reference Rate Schedule have the meanings ascribed to them in the Core 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. Unless the context requires otherwise, terms not defined in this Reference Rate Schedule will have the meaning given to them in the Core Agreement.

APPROVED 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 Overdue 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 Overdue 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 Overdue 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 Overdue 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	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 Overdue Period plus the Term CORRA Adjustment, if applicable, as determined by the Bank in its sole discretion for such Overdue Period “ Term CORRA Adjustment ” means (i) 0.29547% (29.547 basis points) for an Overdue Period of one-month’s duration, 0.30190% (30.190 basis points) for an Overdue Period of two-month’s duration, 0.32138% (32.138 basis points) for an Overdue Period of three-month’s duration, 0.49375% (49.375 basis points) for an Overdue Period of six-month’s duration, 0.54820% (54.820 basis points) for an Overdue Period of twelve-month’s duration.
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 Overdue 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 Overdue 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 Overdue Period
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 Hong Kong Association of Banks on the Rate Determination Date with a term equivalent to such Overdue 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 the Bank from time to time) on the Rate Determination Date with a term equivalent to such Overdue 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 the Bank from time to time) on the Rate Determination Date with a term equivalent to such Overdue 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 Overdue 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 Overdue 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 Overdue 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 “Overdue Period” shall not be used.</p> <table border="1" data-bbox="741 938 1631 1414"> <thead> <tr> <th>Month</th> <th>Overdue Period in days</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 - 30</td> <td>TIIE de Fondeo Compuesta por adelantado 28 días</td> </tr> <tr> <td>2</td> <td>31 - 60</td> <td>TIIE de Fondeo Compuesta por adelantado 28 días</td> </tr> <tr> <td>3</td> <td>61 - 90</td> <td>TIIE de Fondeo Compuesta por adelantado 91 días</td> </tr> <tr> <td>4</td> <td>91 - 120</td> <td>TIIE de Fondeo Compuesta por adelantado 91 días</td> </tr> <tr> <td>5</td> <td>121 - 150</td> <td>TIIE de Fondeo Compuesta por adelantado 91 días</td> </tr> <tr> <td>6</td> <td>151 - 180</td> <td>TIIE de Fondeo Compuesta por adelantado 182 días</td> </tr> <tr> <td>7</td> <td>181 - 210</td> <td>TIIE de Fondeo Compuesta por adelantado 182 días</td> </tr> </tbody> </table>	Month	Overdue Period in days	Rate	1	1 - 30	TIIE de Fondeo Compuesta por adelantado 28 días	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
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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	TIE de Fondo Compuesta por adelantado 182 días	
		9	241 - 270	TIE de Fondo Compuesta por adelantado 182 días	
		10	271 - 300	TIE de Fondo Compuesta por adelantado 182 días	
		11	301 - 330	TIE de Fondo Compuesta por adelantado 182 días	
		12	331 - 365	TIE de Fondo 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 the Bank from time to time) at or about 10:45 a.m. (Auckland, New Zealand time) on the first day of such Overdue 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 Overdue Period				
NORWEGIAN KRONA	the rate per annum equal to the Norwegian Interbank Offered Rate (“ NIBOR ”), 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 Overdue Period				
POLISH ZLOTY	the rate per annum equal to the Warsaw Interbank Offered Rate (“ WIBOR ”), 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 Rate Determination Date with a term equivalent to such Overdue Period				
QATARI RIYAL	the rate per annum equal to the Qatar 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 Overdue Period				
ROMANIAN LEU	the rate per annum equal to the Romanian Interbank Offered Rate (“ ROBOR ”), 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 Overdue Period				
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 Overdue 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 Overdue 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 the Bank from time to time) on the Rate Determination Date with a term equivalent to such Overdue Period				

<p>SWISS FRANCS</p>	<p>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 Overdue Period</p>
<p>THAI BAHT</p>	<p>the rate per annum equal to the Thai Overnight Repurchase Rate (“THOR”) Average, which is the term rate obtained from compounding the daily values of THOR for specific tenors, as displayed at 4:30 pm (Bangkok time) on the THOR Page of the Bank of Thailand website on the Rate Determination Date with a term equivalent to such Overdue Period</p>
<p>UNITED ARAB EMIRATES DIRHAMS</p>	<p>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 Overdue Period</p>
<p>UNITED STATES DOLLARS</p>	<p>the rate per annum equal to the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate (“Term SOFR”), two U.S. Government Securities Business Days prior to the commencement of the applicable Overdue Period with a term equivalent to such Overdue Period, in each case, plus a credit spread adjustment, if applicable, as determined by the Bank in its sole discretion for such Overdue Period</p> <p>“U.S. Government Securities Business Day” means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable</p>