

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>înscriş 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: <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>