

The relevant part of this Jurisdictions Schedule applies and is incorporated into and forms part of the Agreement if you are domiciled in that jurisdiction. 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 Supplier Notice or the Supplier Terms and Conditions as the case may be.

JURISDICTION	ADDITIONAL TERMS															
BELGIUM	None															
CZECH REPUBLIC	None															
DENMARK	None															
ENGLAND & WALES	None															
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) For the purposes of Articles L313-1 et seq, R 313-1 and R313-2 of the French Consumers Code (<i>Code de la Consommation</i>) and Article L.313-4 of the French Monetary and Financial Code (<i>Code Monétaire et Financier</i>), the Parties acknowledge that by virtue of certain characteristics of the payment of an Early Payment (and in particular the variable Reference Rate and Margin applicable to such Early Payments) the effective global rate (<i>taux effectif global</i>) cannot be calculated at the date of the Agreement. However, in order to meet the requirements of Articles L314-1 et seq, R 313-1 and R314-1 et seq of the French Consumers Code (<i>Code de la Consommation</i>) and Article L.313-4 of the French Monetary and Financial Code (<i>Code Monétaire et Financier</i>), we set out below a number of indicative calculations of the effective global rate (<i>taux effectif global</i>) based on the following assumptions: (i) the Reference Rates specified below; (ii) the Margins specified below; (iii) the Buyer Approved Amounts specified below; (iv) any fees, costs and expenses payable by you under the Agreement remain unchanged for the duration of the Agreement; (v) the Agreement will remain in full force and effect on the basis of the same contractual terms; and (vi) both Parties will comply in a timely manner with their contractual obligations under the Agreement. The calculations are based on a calendar year of [365 / 366] days. The Parties acknowledge each effective global rate (<i>taux effectif global</i>) set forth in this annex may in the future increase or decrease depending on the various hypothesis and parameters taken into account for the calculations. Bank shall send to Supplier a letter setting out an updated indicative calculations of the effective global rate (<i>taux effectif global</i>) prior to changing the way it determines the Reference Rate or the rate added to it to determine the Early Repayment Charge.</p> <table border="1" data-bbox="552 1287 1812 1390"> <thead> <tr> <th colspan="5">TAUX EFFECTIF GLOBAL INDICATIVE CALCULATIONS</th> </tr> <tr> <th>Currency</th> <th>EUR</th> <th>USD</th> <th>CHF</th> <th>GBP</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	TAUX EFFECTIF GLOBAL INDICATIVE CALCULATIONS					Currency	EUR	USD	CHF	GBP					
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		Buyer Approved Amount	1,218,000.00	1,500,000.00	2,000,000.00	500,000.00
		Term (days)	165	30	60	90
		Margin (%)	1.50	1.50	1.50	1.5
		Reference Rate (%)	2	2.5	8	6
		Early Repayment Charge	19,271.10	4,931.51	31,232.88	9,246.58
		Early Payment	1,198,729	1,495,068	1,968,767	490,753
		Taux Effectif Global (% per annum)	3.50	4.00	9.50	7.50
		Taux Effectif Global (% for the Term)	1.58	0.33	1.56	1.85
GERMANY	None					
GREECE	None					
HUNGARY	None					
IRELAND	None					
ITALY	<p>Paragraph 6 of the Supplier Terms and Conditions 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	None					
MALTA	None					
NETHERLANDS	None					
NORWAY	None					

POLAND	<p>(a) The formula in the defined term 'Early Repayment Charge' is replaced:</p> <p><i>"(Buyer Approved Amount x (Reference Rate + Margin) x (term/365)) less any VAT."</i></p> <p>(b) A new Paragraph 7.6 shall be inserted into the Supplier Terms and Conditions:</p> <p><i>"You shall, promptly provide us with the following information related to you (to the extent applicable): (i) business name; (ii) registered office address; (iii) National Court Register number; (iv) NIP (tax identification number); and (v) REGON (statistical identification number) or equivalent information, evidenced by an electronic excerpt from the National Court Register".</i></p> <p>(c) Notwithstanding any provisions related to termination of the Agreement in the Agreement, termination or cancellation of the Agreement is not possible with respect to the bankruptcy or restructuring proceedings on the territory of Poland in which: (i) a petition for bankruptcy is filed; (ii) a bankruptcy is declared; (iii) an application for the opening of the accelerated arrangement proceedings is filed; (iv) the accelerated arrangement proceedings are opened; (v) an application for approval of the arrangement is filed; (vi) the arrangement is approved; or (vii) the arrangement date is announced.</p>
PORTUGAL	<p>You acknowledge and agree that: (i) Bank of America Europe DAC is authorised to provide financial services within the Portuguese territory under the freedom to provide services pursuant to European Union law (as reflected in the official website of Banco de Portugal); (ii) under Portuguese Stamp Tax law, Bank of America Europe DAC is required by article 2, paragraph 1, subparagraph j) of the Portuguese Stamp Tax Code to appoint a representative to assess, collect and pay the relevant Stamp Tax to the Portuguese Tax Authority (the cost of which is for you to bear in accordance with article 3, paragraph 3, of the Stamp Tax Code); (iii) considering that the involvement of a third party will increase costs and complexity, you are appointed by Bank of America Europe DAC to assess, collect and pay the Stamp Tax due on the fees and interest, to the extent applicable, charged to it by Bank of America Europe DAC under the Agreement; and (iv) you shall comply with its duties as representative of Bank of America Europe DAC for Portuguese Stamp Tax purposes as well as with its VAT obligations and, where requested to do so by Bank of America Europe DAC, provide documentary evidence of the returns, statements or other relevant documents attesting it has assessed, collected and paid such taxes to the Tax Authority.</p>
ROMANIA	None
SAUDI ARABIA	<p>A new Paragraph 7.7 shall be inserted into the Supplier Terms and Conditions:</p> <p><i>"You also acknowledge that you have indirectly requested us to contact you to discuss your participation in the Buyer's supply chain finance programme and you confirm you have received no form of sales or marketing documentation or other verbal, written or electronic marketing from the Bank or any of its Affiliates."</i></p>
SCOTLAND	None
SLOVAK REPUBLIC	<p>A new Paragraph 9.1.7 shall be inserted into the Supplier Terms and Conditions:</p> <p><i>"Supplier and Buyer are not affiliated persons in terms of Sec. 9 of the Act no. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain law as amended."</i></p>
SPAIN	None
SOUTH AFRICA	None

SWEDEN	None
SWITZERLAND	None
TURKEY	<p>(a) A new Paragraph 8.3 shall be inserted into the Supplier Terms and Conditions:</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>(b) If the Agreement is governed by English law, any reference in the Agreement to the courts of England shall mean the High Court of Justice of England and Wales in London and further agrees that, without prejudice to the enforcement of a judgment obtained in the High Court of Justice of England and Wales in London according to the provisions of Article 54 of the Act on International Private Law and Procedural Law of Turkey (Law No. 5718), if the Supplier is sued in a court in Turkey in connection with the Agreement, any judgment obtained in connection with such suit shall constitute conclusive evidence of the existence and amount of the claim against the Buyer, pursuant to the provisions of the first paragraph of Article 193 of the Civil Proceedings Code of Turkey (Law No. 6100) and Articles 58 and 59 of the Act on International Private Law and Procedural Law of Turkey (Law No. 5718).</p>
UNITED ARAB EMIRATES	None