

1. **BUYER INVOICES**
 - 1.1 You have received the Notice from us because we have been informed by the Buyer that you: (i) have expressed an interest in participating in the Supply Chain Programme; and (ii) have requested and authorised the Buyer to provide us with your contact details for the purpose of us sharing the Notice with you.
 - 1.2 In relation to any Invoice that you have submitted to the Buyer such Buyer may, from time to time, approve that Invoice for payment by submitting certain payment information to us in relation to that Invoice. Upon such submission that Invoice shall become a Buyer Invoice and may be eligible for settlement by way of receipt of an Early Payment.
 - 1.3 By expressing your interest and making a request in accordance with Paragraph 1.1, and confirming your acceptance of the SCF Terms in accordance with Paragraph 4 of the Notice, you agree that we may, at our discretion and upon the instruction and as agent of the Buyer, settle a Buyer Invoice by making an Early Payment to you on or prior to the Invoice Due Date.
 - 1.4 The SCF Terms shall not apply to any Invoice that is not a Buyer Invoice or to any Buyer Invoice for which an Early Payment is not made. You must liaise with the Buyer in relation to the settlement of any such Invoice which shall be governed by the terms of the Invoice and your related commercial contract with the Buyer.
 - 1.5 If an Early Payment is made to you in accordance with Paragraph 1.3 you:
 - 1.5.1 agree and acknowledge that any Early Payment shall be a valid discharge of the Buyer's obligation to you under that Buyer Invoice and the corresponding receivable shall be extinguished and cease to exist; and
 - 1.5.2 agree and acknowledge that we do not and subsequently will not hold any other corresponding funds from the Buyer on trust for you.
2. **EARLY PAYMENT CHARGE**
 - 2.1 An Early Payment in respect of any Buyer Invoice shall be calculated by deducting the Early Payment Charge from the Buyer Approved Amount. Only Buyer Invoices in an Approved Currency are eligible for Early Payment.
 - 2.2 Our determination of the Buyer Approved Amount, Early Payment or any component of the Early Payment Charge shall be final, conclusive and binding absent manifest error.
 - 2.3 We do not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to any Reference Rate or Replacement Reference Rate or the effect of any of the foregoing.
3. **SUPPLIER ACCOUNT**
 - 3.1 You agree and acknowledge that the details for the Supplier Account for the receipt of an Early Payment are provided to us by the Buyer. You agree that we have no duty to verify that these details are true or complete.
 - 3.2 In the event that the Supplier Account is not available for any reason then you agree that we may keep the amount(s) to be paid in abeyance until the Buyer communicates further payment instructions to us.
 - 3.3 You must notify the Buyer if you wish to change the Supplier Account.
4. **RELATIONSHIP WITH THE BUYER**
 - 4.1 You acknowledge that the arrangements contemplated by the SCF Terms have been initiated by, and are for the benefit of, the Buyer, and solely for the purposes of the SCF Terms, we do not consider you to be a client of ours.
 - 4.2 You must liaise with the Buyer solely in the event you have any queries or require any clarifications in relation to the Supply Chain Programme, any Buyer Invoice or any Early Payment.
5. **LIABILITY**
 - 5.1 You irrevocably waive (other than in the case of our gross negligence, fraud or wilful 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.
 - 5.2 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.
6. **AMENDMENTS**

Subject to Applicable Law, we may amend, supplement or replace all or part of the SCF Terms, effective upon reasonable prior notice being given to you. If you do not wish to accept any amendment, supplement or replacement of the SCF Terms, you may terminate the SCF Terms without penalty provided you notify the Buyer before the effective date of those changes. If, after the effective date of those changes, you have not notified the Buyer of any intention to terminate the SCF Terms, you will be deemed to have accepted those changes.
7. **MISCELLANEOUS**
 - 7.1 if you wish to receive emails from us containing information in relation to payments that a Buyer has made to you (including in relation to any Early Payment in relation to a Buyer Invoice) then you: (i) must notify the Buyer of your wish to receive such emails; (ii) acknowledge that we may require you to enter supplementary terms and conditions governing such communications before we may send such emails to you; and (iii) accept that we will not be liable to you or any third party for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of such communications.
 - 7.2 Unless the context requires otherwise, terms not defined in these Supplier Terms and Conditions will have the meaning given to them in the Notice.
 - 7.3 Nothing in the SCF Terms creates any fiduciary, advisory, partnership or joint venture relationship of any nature between the parties.
 - 7.4 The invalidity, illegality or unenforceability of a provision of the SCF Terms does not affect or impair the continuation in force of the remainder of the SCF Terms.
 - 7.5 No term of the SCF Terms 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 SCF Terms.

8. NOTICES

8.1 A notice under or in connection with the SCF Terms (a “**Notice**”):

8.1.1 will be in writing and in English;

8.1.2 in the case of a Notice to be provided to you, such Notice may be mailed or sent by electronic means (as applicable) to your address, using the details given by you to us when you accepted the SCF Terms or any other address or details subsequently communicated by you to the Buyer and notified by the Buyer to us; and

8.1.3 will be effective once sent.

8.2 You hereby irrevocably waive any claim or defence that requests, instructions, offers, acceptances, contracts, notices or other communications are not binding or enforceable or do not have their intended effect as a result of their being communicated electronically rather than on paper.

9. SUPPLIER ACKNOWLEDGMENTS

9.1 By accepting the SCF Terms in accordance with paragraph 4 of the Notice you agree, acknowledge and confirm that:

9.1.1 the SCF Terms are 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 SCF Terms for and on your behalf is duly authorised to do so, each in accordance with your constitutive documents and Applicable Law;

9.1.2 you have obtained all licenses and other government authorisations or approvals whatsoever of any jurisdiction that are required for the underlying transaction relating to each Buyer Invoice and such underlying transaction does not violate any Sanctions;

9.1.3 your involvement in the Supply Chain Programme has not violated and shall not violate any Applicable Law (including any applicable anti-bribery laws and regulations including, but not limited to any relevant provision of any applicable anti-bribery laws and regulations in force);

9.1.4 in the event that any Early Payment renders you liable to any Tax due or imposed in any jurisdiction, we shall not be liable in relation to, nor responsible for, any claim made by you relating to your liability for such Tax in any circumstances;

9.1.5 the Supplier Account is established and maintained with one of your regular working capital banks and is operated in accordance with Applicable Law; and

9.1.6 the underlying commercial contract between you and the Buyer does not prohibit the settlement of a Buyer Invoice by receipt of an Early Payment.

10. GOVERNING LAW

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

10.2 The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with the SCF Terms (including a dispute relating to the existence, validity or termination of the SCF Terms or the consequences of its nullity or any non-contractual obligations arising out of or in connection with the SCF Terms (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.

10.3 Each of the parties acknowledges and accepts that the Bank is regulated by the Central Bank of Ireland (“**CBI**”) and that its liabilities may be subject to the CBI’s Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) (“**BRRD**”), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) (“**BRRD Irish Regulations**”).

10.4 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 SCF Terms, 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 SCF Terms, and the power to otherwise vary the terms of the SCF Terms 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.

10.5 In paragraphs 10.4 and 10.5 of these Terms:

10.5.1 “**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

10.5.2 “**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.

10.6 The parties agree that the terms of paragraphs 10.4 to 10.6 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.

11. DEFINED TERMS

11.1 In the SCF Terms, the following terms have the following meanings:

11.1.1 **"Applicable Law"** means, in respect of each party, all provisions of constitutions, statutes, rules, regulations and orders of any Authority applicable to such party (including, where relevant, Tax Reporting Laws), and orders of any court or arbitrator, in each case in any jurisdiction worldwide, to the extent that the foregoing are applicable to any party or its property, the SCF Terms or the transactions contemplated hereby.

11.1.2 **"Approved Currency"** means any currency listed in the Reference Rate Schedule from time to time.

11.1.3 **"Authority"** means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.

11.1.4 **"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.

11.1.5 **"Bank", "we", "us" and "our"** means Bank of America Europe DAC.

11.1.6 **"Buyer"** means the Buyer specified in the Notice.

11.1.7 **"Buyer Approved Amount"** means the amount (in aggregate if applicable) that the Buyer has notified us in respect of a Buyer Invoice as the amount approved by the Buyer for payment (inclusive of any applicable Tax) less any Qualifying Credit Note or Retention.

11.1.8 **"Buyer Invoice"** means the Invoice that the Buyer has (in exercise of its absolute discretion) decided to confirm or approve for Early Payment by us on the Buyer's behalf to you.

11.1.9 **"Early Payment"** means a payment made by us to the Supplier Account, at the instruction and as agent of the Buyer, in respect of a Buyer Invoice to settle such Buyer Invoice and extinguish the receivable represented by such Buyer Invoice.

11.1.10 **"Early Payment Charge"** means the Early Payment Charge more particularly described in the Notice.

11.1.11 **"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.

11.1.12 **"Invoice"** means the invoice, accepted purchase order, or other payment instructions in an Approved Currency generated by either you or a Buyer for goods and/or services sold by you to a Buyer pursuant to a commercial contract with the Buyer.

11.1.13 **"Invoice Due Date"** means the due date for payment of a Buyer Invoice as notified by the Buyer to us in respect of that Buyer Invoice.

11.1.14 **"Invoice Settlement Date"** means the date (which may differ from the Invoice Due Date) on which we may make an Early Payment to the Supplier Account.

11.1.15 **"Notice"** means the Supplier Notice communicated by us to you containing the hyperlinks to these Terms and Conditions.

11.1.16 **"Qualifying Credit Note or Retention"** means, with respect to a Buyer Invoice, a credit note issued to the Buyer by you with respect to retention of any amount under such Buyer Invoice, notified to us by the Buyer prior to the Invoice Settlement Date in respect of that Buyer Invoice.

11.1.17 **"Rate Determination Date"** means, with respect to any Term, 2 Business Days prior to the commencement of such Term.

11.1.18 **"Reference Rate"** means, for any Approved Currency and Term: (i) the rate specified for such currency in the Reference Rate Schedule; or (ii) provided that if we determine, that adequate and reasonable means do not exist for ascertaining the Reference Rate set out in the Reference Rate Schedule to be used for calculation of the Early Payment Charge at the time of determination of the Reference Rate, the Reference Rate for any such purchase shall be an alternative rate determined by us; and provided further that if any rate as determined in accordance with paragraphs (i) or (ii) of this definition (inclusive, for the avoidance of doubt, of any applicable spread adjustment) is less than zero, the Reference Rate shall be deemed to be equal to zero for the purposes of the SCF Terms.

11.1.19 **"Replacement Reference Rate"** means a Reference Rate that is a replacement for or an alternative to any then current Reference Rate, whether pursuant to an updated Reference Rate Schedule as contemplated herein or as provided in paragraph (ii) of the definition of "Reference Rate".

11.1.20 **"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).

11.1.21 **"Supplier", "you" and "your"** means the Supplier specified in the Notice.

- 11.1.22 **“Supplier Account”** means the account notified by you to the Buyer and by the Buyer to us to which Early Payments in respect of Buyer Invoices shall be made.
- 11.1.23 **“T2”** means the real time gross settlement system operated by the Eurosystem, or any successor system.
- 11.1.24 **“TARGET Day”** means any day on which T2 is open for the settlement of payments in euro.
- 11.1.25 **“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.
- 11.1.26 **“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.
- 11.1.27 **“Tax Reporting Laws”** means FATCA, the United Kingdom International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014, the EU Directive on Administrative Compliance II, legislation implementing the OECD’s Common Reporting Standard, the International Tax Enforcement (Disclosable Arrangements) Regulations 2023 and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide.
- 11.1.28 **“Term”** means a time period equal to the period commencing on the Invoice Settlement Date and ending on the Invoice Due Date (inclusive).
- 11.1.29 **“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.