TERMS AND CONDITIONS GOVERNING ACCOUNTS

Unless otherwise agreed in writing, all Accounts are subject to these Terms and Conditions Governing Accounts and the Country Addendum of the jurisdiction where the Account is or will be opened. In the event of inconsistency, the following order of application shall prevail: Country Addendum followed by the Terms and Conditions Governing Accounts.

1. INTERPRETATION

1.1 In these Terms and Conditions Governing Accounts, unless the context otherwise requires, the following shall apply:

(i) "**Account**" means the Account(s) opened or to be opened in the name of the customer with the Bank;

(ii) "**Bank**" means the branch of Sumitomo Mitsui Banking Corporation in the jurisdiction in which the relevant Account is held and includes its successors and assigns and for the purpose of clause 12 and clause 18, includes its head office and any branch in any jurisdiction;

(iii) "**business day**" means a day (other than Saturday, Sunday or public or bank holidays) on which banks in the city in which the relevant Account is held are open for business;

(iv) "**cheque**" includes the image of the cheque and Image Return Document (IRD) or equivalent document in the jurisdiction in which the relevant Account is held, where applicable;

(v) "**customer**" means the person in whose name or on whose behalf an account is or is to be opened or transaction is or is to be done and shall include, as applicable, the customer's administrators, receivers, managers, liquidators, successors in title and permitted assigns;

(vi) "**Dormant Account**" means an Account that has no customer-initiated activity for the period specified in the Country Addendum or such other period as determined by the Bank from time to time;

(vii) "**Liabilities**" means losses, claims, actions, proceedings, demands, damages, penalties, costs and expenses (including legal fees on a full indemnity basis and any applicable taxes);

(viii) "**person**" includes any corporation, firm, partnership, association, society, institution and other business concern, statutory body, governmental authority and individual;

(ix) "**Personal Data**" shall have the meaning ascribed to it in the relevant law of the jurisdiction in which the relevant Account is held;

(x) "**SMBC Group**" means the Bank and its holding company, head office, branches, representative offices, subsidiaries, related corporations and affiliates in any jurisdiction;

(xi) "**Transfer**" includes any assignment, transfer, sale, participation or other contractual arrangement of any of the Bank's rights, obligations, risks and/or benefits under or in connection with these Terms and Conditions or any facility agreement;

(xii) Words importing the singular shall include the plural and words importing the masculine shall include the feminine and neuter, and vice versa;

(xiii) Headings are for ease of reference only and shall not affect the interpretation of any provision herein;

(xiv) Where the expression "**prevailing**" is used to describe any amount or rate payable to or by the Bank, it shall refer to the amount or rate prescribed from time to time by the Bank;

(xv) "**prevailing industry requirements, regulations and practices**" means the requirements, regulations and practices prevailing from time to time in relation to the Bank's business and operations; and

(xvi) "**trading day**" means a day (other than Saturday, Sunday or public or bank holidays) on which banks in the city in which the relevant Account is held, the principal financial centre of the currency of the deposit or transaction and any other relevant city, are open for business.

1.2 Any matter under these Terms and Conditions which is to be determined by or referred to the Bank in its discretion is to be determined by the Bank in its sole and absolute discretion and in such manner as the Bank considers appropriate.

2. ACCOUNT OPENING

2.1 The opening of any Account (and any other requests in relation to the Account) is subject to the Bank's approval and requirements in its discretion. The Bank may refuse to open any Account without giving any reason.

2.2 No Account may be opened with an initial deposit less than the amount prescribed by the Bank from time to time in relation to the currency of deposit, type of Account or otherwise. Such prescribed amount may change at the Bank's discretion.

2.3 The Bank may at its discretion from time to time specify and/or amend the minimum amount that must be maintained in each Account and the customer shall ensure that at least the minimum amount is maintained at all times in each Account.

2.4 The customer must provide to the Bank in connection with its application for account opening or with its Account such information and documents requested by the Bank, duly completed, executed and certified or notarised as advised by the Bank to the customer.

3. DEPOSITS

3.1 Deposits must be made in the manner prescribed or permitted by the Bank. The customer acknowledges and agrees to comply with guidelines established by the Bank from time to time in relation to methods for making deposits. Without prejudice to the generality of the foregoing, the customer acknowledges that such guidelines may include, without limitation, the type of instruments which are eligible for deposit, the time(s) for acceptance and collection of deposited documents and when such instruments will be sent for clearing. Without limiting clause 20, the Bank shall not be responsible or liable for any consequences of the customer relying on such method of deposit including, without limitation, any delay in clearing the instrument and any loss of the instrument unless in each case caused directly by the Bank's gross negligence or wilful misconduct.

3.2 The Bank may refuse to accept any cash or cheque or financial instrument for deposit. The Bank reserves the right not to accept deposits in any currency, without assigning any reason therefor.

3.3 Foreign cheques and other financial instruments received for collection will be credited after the Bank is satisfied that it has received payment. Cheques and other financial instruments drawn on local banks may be credited when deposited but, unless the Bank's prior written approval has been obtained, may not be drawn against until the proceeds have been received into the Account to the Bank's satisfaction.

3.4 The Bank may immediately or at any time the Bank deems appropriate debit the Account if any deposit (including by cheque or other financial instrument) is dishonoured. Where required to be returned, dishonoured cheques and other financial instruments may be returned by post to the last address of the customer notified to the Bank at the customer's risk and expense.

3.5 Cash and cheque deposits and withdrawals may only be made by completing and delivering the Bank's prescribed forms and other requirements and during the Bank's prescribed hours. The customer shall be responsible for accurately completing any required form and ensuring the prescribed forms and other requirements are complete before presenting to the Bank. The Bank shall not be responsible or liable for any inaccuracies or omissions of the customer.

3.6 The Bank may at its discretion from time to time prescribe the minimum or maximum amount that may be deposited into an Account at any one time and the minimum or maximum amount that may be withdrawn at any one time and the Bank may amend such amounts from time to time.

3.7 Where a deposit is to be credited into an Account maintained in a different currency, unless otherwise agreed, the conversion shall be at the Bank's prevailing foreign exchange rate as determined by the Bank in its discretion.

4. WITHDRAWALS, REMITTANCES AND TRANSFERS

4.1 The Bank may debit the Account for all withdrawals whether the Account is in credit or otherwise Provided the Bank is not bound to honour any withdrawal request if:

(i) there are insufficient funds in the Account (in the absence of an express agreement by the Bank to the contrary);

(ii) in the Bank's opinion, the withdrawal request bears a signature or signatures different from the specimen signature(s) furnished to the Bank notwithstanding that the request is made by the authorised signatory(ies);

(iii) the withdrawal request is or is reasonably believed by the Bank to be irregular;

(iv) the Bank is requested by any regulatory or governmental body or by order of court to freeze the Account or disallow any withdrawal or does so for anti-money laundering or combating terrorism financing purposes;
(v) the withdrawal request is inconsistent with any applicable law or regulation;
(vi) the Account is collateral to secure a debt;
(vii) any required documentation or other information has not been presented or provided to the Bank; or
(viii) the Bank determines, in its discretion, that the customer may not repay the Bank any amount it may owe to the Bank.

Any payment made by the Bank pursuant to instructions purporting to be signed by the customer or his authorised signatory(ies) shall be a complete discharge and will absolve the Bank from any liability to the customer or to any other party.

4.2 No withdrawals may be made except in the jurisdiction where the Account is maintained. Withdrawals shall be made in such manner and on such terms and conditions as prescribed by the Bank from time to time.

4.3 Any alteration on a cheque or other request for withdrawal must be confirmed by complete signature of each of the drawers that conform with the specimen signatures provided to the Bank. The Bank is not bound to clear or honour any cheque or withdrawal request where the alteration is confirmed by initials, incomplete signatures or signatures that do not conform with the specimen signatures.

4.4 Withdrawals, remittances and transfers of funds in a foreign currency are subject to availability and adequate notice being received by the Bank and to payment of the Bank's prescribed commission and/or charges in lieu of exchange. If the Bank, in its discretion, accepts a withdrawal, remittance or funds transfer instruction issued by the customer for payment in a currency other than the currency of the Account, the Bank may debit such Account for the equivalent amount of the foreign currency transferred at the Bank's prevailing foreign exchange rate as determined by the Bank in its discretion.

4.5 If the Bank receives requests for several withdrawals, it may in its discretion select which requests to execute and the order of execution, notwithstanding the order in which the requests were made or received.

4.6 In relation to each remittance and/or transfer of funds:

(i) notwithstanding any other provision herein, neither the Bank nor its correspondents, agents or third party service providers shall be liable for any loss or damage due to (a) errors, delays or defaults of any kind in the transmission or delivery of messages or instructions by any means; (b) any act, decree, regulation or law of any relevant government or governmental agency; (c) failure to locate or error in identifying the named payee; (d) non-receipt of the funds by the payee's bank; (e) any interruption, omission, error or delay caused in the transmission of funds; or (f) any cause whatsoever beyond the control of the Bank, its correspondents or agents;

(ii) the Bank shall have the discretion in deciding whether or not to accept a request by the customer for refund or repurchase of the transferred funds or the draft, as the case may be. If the Bank agrees to repurchase a draft, it shall be on the condition that the Bank must first receive the draft duly endorsed by the customer (original if required) and that the repurchase shall be at the prevailing demand buying rate for the currency in question. All repurchases and refunds shall be made after deducting the Bank's cost, charges, expenses, commissions and interest and shall be subject to the Bank being in possession of the funds, for which the payment instructions are issued, free from any exchange or other restriction;

(iii) where a remittance or transfer is in a currency other than the currency of the country to which the remittance or transfer is made, payment shall be made in the currency of that country at the buying rate of the Bank's correspondent or agent, in the absence of any other arrangement between the payee and the correspondent or agent;

(iv) if a draft or other instrument is lost, stolen or destroyed, the customer will provide the Bank with an acceptable bond or indemnity in favour of the Bank in connection with any request by the customer for issuance of a replacement draft or a refund of the amount of the original draft;

(v) the customer undertakes to indemnify and to keep the Bank and its correspondents, agents and third party service providers indemnified against all Liabilities incurred or

sustained by the Bank of whatever nature and howsoever arising, out of or in connection with the bank acting on any remittance or funds transfer. The Bank shall not be liable for any Liabilities arising out of or in connection with acting on any remittance or funds transfer, save where such loss or damage is directly caused by the gross negligence or wilful misconduct of itself or its employees;

(vi) any remittance or funds transfer requests, inclusive of those not submitted on the Bank's standard forms, will be subject to the Bank's prevailing terms and conditions for remittances and funds transfers, including those specified in these Terms and Conditions;

(vii) the Bank shall have the right to reject any application without assigning any reason and without any further reference to the customer;

(viii) any payment of funds shall be subject to the laws and regulations of the country where the payment is to be made;

(ix) the Bank is not responsible or liable for any currency restriction or controls or for withholdings, delays, losses or fund rejections caused by or resulting from any act of any government or governmental agency or failure of any clearing, settlement or payment system or failure of any party to comply with any requirements, approvals or licences relating to transactions in a currency or for the diminution in value or unavailability of funds;

(x) if it is not specified in the application for remittance, fees are to be borne by the customer;

(xi) the Bank reserves the right to debit any credited amount from the customer's Account even after the Bank receives payment, if the correspondent paying bank, financial institution or any agent claims a refund or repayment of such amount on any grounds;

(xii) the customer acknowledges that the Bank and/or its correspondents, agents or third party service providers may not accept or process certain transactions due to laws and regulations applicable to them, internal policies or otherwise. The customer agrees not to use the Accounts for such transactions as from time to time informed by the Bank to the customer as being subject to such restrictions. The customer agrees that the Bank shall not be liable for the consequences of delay or failure to process a transaction put through the Account notwithstanding the Bank's notification not to do so. The customer shall indemnify the Bank against any Liabilities resulting from the customer failing to comply with this provision.

4.7 If the Bank credits or debits the customer's Account in anticipation of receiving funds and those funds are not received or the amount received by the Bank is less than the amount credited or a payment is reversed, the Bank may reverse all or part of any credit or debit and any interest credited or expenses incurred or require repayment of an amount corresponding to any debit or the shortfall from the amount received.

4.8 The customer understands and agrees that if a remittance or funds transfer has already been made, the Bank may not be able to effect a cancellation or recall of the funds. The customer agrees the Bank is not obliged to act on a request to recall or cancel the funds and any attempt to act on such request shall be on a best efforts basis and with no liability to the Bank if such cancellation or recall cannot be undertaken or is not successful.

4.9 Notwithstanding the currency in which a deposit is made or expressed (the "**Account Currency**"), the Bank shall have the right, in its discretion, to pay the customer any amount to be withdrawn from the Account by any one or more of the following methods:

(i) in bank notes of the Account Currency;

(ii) in a cheque drawn by the Bank on any bank in the jurisdiction of the Account Currency, payable in the Account Currency;

(iii) if the Account Currency is not the currency of the jurisdiction in which the relevant Account is held (the "**Local Currency**"), by payment in the Local Currency equivalent to the amount in the Account Currency to be withdrawn at such foreign exchange rate to be determined by the Bank in its discretion; and/or

(iv) in any other manner as the Bank may, in its discretion, think fit.

5. CHEQUES AND CHEQUE CLEARING SYSTEM

5.1 Requisition for cheques may be made by such method as the Bank may from time to time specify. If a cheque book is not collected within 14 days (or such other period as the Bank may specify) of notification to the customer, the Bank shall be entitled to mail it to the last address notified to the Bank. All postage charges will be borne by the customer. The Bank shall not be

liable for any loss (direct or indirect) arising from the loss or delay in delivery of the cheque book.

5.2 Cheques may not be drawn on the Bank except on the forms supplied for each Account by the Bank or, where the customer is allowed to print its own cheque forms, on forms which comply with prevailing cheque design specifications. The Bank shall be entitled to reject and/or return any cheque drawn on it that is not on such form or in compliance with prevailing cheque clearing requirements, regulations and practices, or where the signature of the customer differs from the specimen signature(s) in the Bank's records. The Bank shall also be entitled to reject and/or return to the presenting bank any cheque where the image of the cheque is missing or unclear. The Bank shall not be liable to the customer for any Liabilities incurred by the customer arising from or in connection with the rejection and/or return of the cheque.

5.3 Where the Bank is the presenting bank, it shall be entitled to return, dishonour or not to present for payment, at its discretion and without prior notice, or present for payment on conditions satisfactory to the Bank:

(i) cheques which do not comply with prevailing cheque design specifications;
(ii) cheques with alterations against which there is no endorsement;
(iii) cheques which are mutilated (including, without limitation, cheques which are torn or on which the details are smudged or are unclear);
(iv) cheques which are not drawn in accordance with the prevailing cheque clearing requirements, regulations and practices including, without limitation, cheques on which light coloured ink is used, cheques which contain company stamps or personal seals and cheques which the Bank may be unable to scan clearly for whatever reason;
(v) cheques which have passed their validity period or which were previously presented by the customer to another presenting bank;
(vi) any cheque which the Bank in its discretion thinks does not comply with the prevailing cheque clearing requirements, regulations and practices.

5.4 The clearing of cheques is subject to prevailing industry requirements, regulations and practices and the customer authorises and instructs the Bank to clear cheques via such means as prescribed by prevailing industry requirements, regulations and practices for a cheque of that nature and currency. If a cheque is dishonoured or returned for any reason, the document returned to the customer shall be in accordance with prevailing industry requirements, regulations and practices. In the case of a cheque, if the document returned is currently an IRD as prescribed by prevailing industry requirements, regulations and practices, the Bank shall not be obliged to return the original cheque to the customer.

5.5 The Bank may in its discretion and without liability refuse to pay over the counter cheques in which the word "bearer" has been cancelled.

5.6 The Bank may mark cheques as "good for payment", in which case, the customer's Account shall immediately be debited with the amount of the marked cheque, the Bank's prevailing fees and charges for such marking as well as any fees and charges imposed by the paying bank and thereafter payment of the marked cheque cannot be stopped. The customer acknowledges and agrees that the marking of cheques shall be subject to prevailing industry requirements, regulations and practices relating to marking, including any cut-off time for notification of the marking to the paying bank. Where the Bank is the presenting bank, the marking of any cheque shall be subject to agreement of the paying bank to honour the cheque.

5.7 Unless the Bank otherwise agrees, all requests to stop payment of a cheque shall be in writing and signed by the authorised signatory(ies) of the customer. The Bank shall use its best efforts to act on a request to stop payment of a cheque but shall not be liable or responsible to the customer for failing to act on such a request. The customer agrees to indemnify the Bank in full against any Liabilities arising out of or in connection with a request to stop payment of a cheque. Stop payment instructions shall be valid for a period of six months from the date of receipt of the customer's request to stop payment, or such other period as the Bank may from time to time prescribe.

5.8 Where an Account is overdrawn, the Bank shall be entitled not to make partial payments on any cheques. Where several cheques are presented for payment and the total amount of the cheques exceeds the balance standing to the credit of the Account, the Bank shall have the discretion in deciding which of the cheques should be paid.

5.9 Cheques presented to the Bank shall be retained for such period as may from time to time be prescribed by the Bank. Images of cheques presented to the Bank will be archived for such

period as may from time to time be prescribed by the Bank. Thereafter such cheques or images, as the case may be, shall be destroyed. Any request by the customer to retrieve the cheque or the image of the cheque shall be prior to its destruction, in the form required by the Bank, and subject to the Bank's approval. Any fees and charges imposed by the Bank and/or incurred by the Bank in connection with the retrieval shall be for the account of the customer.

5.10 Where cheques drawn in one currency are to be credited into an Account maintained in a different currency, unless otherwise agreed, the conversion shall be at the Bank's applicable foreign exchange rate as determined by the Bank in its discretion.

6. OVERDRAFTS

6.1 Overdraft facilities are allowed only with the prior written approval of the Bank and on terms and conditions from time to time specified by the Bank. The prevailing prescribed charge will be levied on (i) each cheque returned due to insufficient funds and (ii) on each Account which is overdrawn.

6.2 Where an Account becomes overdrawn, all amounts overdrawn shall be payable immediately together with interest, commissions and other charges. Interest chargeable on the amount overdrawn shall be charged on a monthly basis (or such other basis as the Bank may specify) at such rate as the Bank may determine and shall be computed on the daily debit balance.

6.3 Unpaid interest will be added to the principal amount at the end of each period as prescribed by the Bank from time to time and the aggregate amount will form the new principal amount owing.

6.4 If the customer overdraws any Account without prior agreement or exceeds an agreed borrowing limit, the Bank may charge a default rate of interest as determined by the Bank from time to time and make other charges in connection with such overdrawing.

7. INTEREST

7.1 The Bank will pay interest for interest bearing Accounts at its prevailing rates.

7.2 No interest will be paid on any Account where the balance in that Account falls below the prevailing prescribed minimum for that Account.

7.3 Interest will be paid net of withholding tax or other taxes or levies in accordance with prevailing regulations, if any, and the customer authorises the Bank to make deductions from the customer's Account on account of the tax or levy and on account of stamp duty, if any.

7.4 Where applicable, the interest accrued on the balance in any Account shall be computed periodically as the Bank may in its discretion decide and credited to the customer's Account at such time as prescribed by the Bank from time to time. If an Account is closed, only interest which has been credited to that Account will be paid.

7.5 Where the interest rate applicable on the Account is negative, the amount of the interest will be debited from the Account at such time as prescribed by the Bank from time to time.

8. FIXED/TERM DEPOSITS

8.1 Fixed/term deposit transactions shall only be accepted on a trading day.

8.2 When placing a fixed/term deposit, the customer shall provide instructions on the placement period and maturity failing which the Bank may reject the placement without any liability to the customer.

8.3 A deposit advice or confirmation will be given for each new fixed/term deposit Account placed with the Bank. The deposit advice or confirmation is only evidence of the fixed/term deposit and not a document of title and shall not be pledged or otherwise encumbered as security.

8.4 Withdrawals of fixed/term deposits may only be made on the maturity date of the fixed/term deposit. Withdrawals (whether wholly or partially) before the maturity date may only be made with the prior written consent and at the discretion of the Bank and upon such terms regarding the payment of interest, imposition of any charges or otherwise as the Bank may in its discretion impose.

8.5 Unless the Bank receives written instructions to the contrary at least 2 trading days before the maturity of a deposit, the deposit and any interest thereon will be automatically renewed on maturity for a similar period at the Bank's prevailing interest rate at the time of renewal.

8.6 The Bank shall not be obliged to act on any instructions relating to the withdrawal of a fixed/term deposit unless the customer or his authorised signatory(ies) produces his identity card or passport or other evidence of identification satisfactory to the Bank together with a

withdrawal request on such forms prescribed by or satisfactory to the Bank.

8.7 Unless the Bank in its discretion decides otherwise, interest on fixed/term deposits is only payable upon maturity of the fixed/term deposit. In the event the Bank decides to pay interest on a fixed/term deposit other than at its maturity, that interest will be payable at such rate and on such other terms and conditions as the Bank may in its discretion decide.

9. FOREIGN CURRENCY ACCOUNTS AND TRANSACTIONS

9.1 The customer is aware of the risks involved in foreign currency Accounts and transactions, including that:

(i) earnings on foreign currency Accounts are dependent on the prevailing foreign exchange rates at the time of maturity or withdrawal, as the case may be;

(ii) adverse exchange rate movements may erase interest earnings completely and/or reduce the principal amount;

(iii) exchange controls may be applicable from time to time on foreign currencies which may affect their convertibility and/or transferability;

(iv) transactions in foreign currencies may be subject to restrictions including in relation to tenor and dates on which transactions may be entered into and/or carried out;

(v) historical exchange rate movements are not indicative of the future performance of exchange rate movements;

(vi) any market recommendations, price quotations, trade reports, analyses or information communicated by the Bank are opinions only and may be inaccurate, incomplete and unverified and may be subject to changes and errors. The customer acknowledges that reliance upon such information is at its own risk;

(vii) when the Bank executes, sells or buys orders on the customer's behalf, the Bank, its shareholders, affiliates, directors, officers or employees may take the other side of such transaction for any proprietary account or on an account in which any such person has a direct or indirect interest, subject to the limitations and conditions if any, contained in the rules and regulations of the market in which such orders are executed.

9.2 The customer represents and warrants that:

(i) it has and will continue to consult with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it deems necessary, and it has and will continue to make its own investment, hedging and trading decisions (including without limitation, decisions regarding the appropriateness and/or suitability of any transaction) based upon its own independent judgment and upon any advice or recommendation from such advisors as it deems necessary, and not in reliance upon the Bank or any of its affiliates or any of their respective officers, directors or employees, or any view expressed by any of them;

(ii) it is capable of evaluating and fully understands all the terms, conditions and risks of a foreign currency transaction, and is willing to assume (financially and otherwise) all such risks;

(iii) it will enter into a foreign currency transaction in connection with its business and not for speculation.

9.3 The Bank shall not be liable for any risks or losses involved in foreign currency Accounts and transactions.

10. JOINT ACCOUNTS

10.1 Where the Account is in the name of 2 or more Account holders or has 2 or more authorised signatories:

(i) if the Bank receives contrary instructions from the Account holders or signatories, it may immediately thereafter act on the instructions of all Account holders or signatories notwithstanding that the Account requires single or joint signatories;

(ii) on the death of one of the Account holders, the Bank may hold any credit balance in the Account to the order of the surviving Account holder(s) but without prejudice to any right of the Bank in respect of any lien, charge, pledge, set-off, claim, counter-claim (actual or contingent) or any other action the Bank may deem desirable to commence in view of any claim by any person. The Bank shall be released from all demands, claims, suits and actions whatsoever by the heirs, executors and administrators of the deceased. Notwithstanding the foregoing, the Bank shall be entitled upon the death of any one of

the Account holders to suspend or close the Account without notice; and

(iii) where the Account is in the name of 2 or more persons, these Terms and Conditions and all obligations relating to the Account shall be binding on them jointly and severally.

11. PARTNERSHIP ACCOUNTS

11.1 Where the Bank permits Accounts to be opened for a partnership, these Terms and Conditions and all obligations relating to the Account shall bind all partners of a partnership jointly and severally notwithstanding any changes in the composition or constitution of the partnership (including, without limitation, any admission, death or resignation of partners).

11.2 Notwithstanding any change in the composition or constitution of a partnership, the Bank shall be entitled, in its discretion, to treat any mandate and/or authorisation given by any partner prior to such change to still be effective until the Bank has actually received written notification to the contrary. The Bank may, in its discretion, treat the remaining partner(s) as having full authority to deal with the Account as if there had not been any change in the composition or constitution of the partnership unless the Bank receives written notification to the contrary.

12. SET-OFF

12.1 If the Bank accepts or incurs a liability on account of the customer, whether the liability is in the jurisdiction in which the relevant Account is held or elsewhere, present or future, deferred or otherwise, actual or contingent, direct or indirect, primary or collateral, several, joint or jointly with any other person, or the customer fails to make payment of any amount due to the Bank or fails to return any amount wrongly credited to the Account (each a "**Relevant Liability**", collectively the "**Relevant Liabilities**"), the Bank may (and is irrevocably and unconditionally authorised by the customer to) immediately and without further notice:

(i) set-off the moneys standing in any of the customer's Accounts (whether matured or not) against all or part of the Relevant Liabilities notwithstanding that the relevant Accounts are not of the same type or nature, are held in different jurisdictions, held by the customer jointly with others or are held in a different currency from the Relevant Liabilities, and the Bank is authorised to effect any conversions at the Bank's own rate of exchange then prevailing;

(ii) refuse any withdrawals from the Accounts or other transactions on the Accounts or earmark any amounts credited or expected to be credited to the customer's Account, or refuse to repay when demanded or falls due any of the amounts due to the customer, in each case until the Relevant Liabilities have been discharged in full;

(iii) retain as security and/or sell by public or private sale any funds, chattels, security and other valuables of the customer deposited with the Bank for safe custody to pay and discharge all or any part of the Relevant Liabilities; and/or

(iv) combine or consolidate all the customer's Accounts (whether matured or not) regardless of where the customer's Accounts are located and whether the customer's Accounts are held singly or jointly with others (including any amounts owed and accrued to any survivor in joint accounts if applicable) or are held in a different currency from the Relevant Liabilities, and the Bank is authorised to effect any conversions at the Bank's own rate of exchange then prevailing determined in its discretion.

The customer shall be liable to the Bank for any shortfall whatsoever and howsoever arising and for all costs, charges and expenses (including legal fees on a full indemnity basis) incurred by the Bank in connection with this clause or incidental to any set-off combination or sale and will immediately on demand pay such amounts to the Bank.

12.2 The customer agrees that the Bank's indebtedness to the customer shall be limited to the net amount owing by the Bank to the customer after deducting from any credit balance in the Account held by the Bank or providing for the aggregate of all the Relevant Liabilities to the Bank.

13. BANK CHARGES, LEGAL COSTS AND TAXES

13.1 The Bank may from time to time impose a charge at its prevailing rate for any service provided by it and/or in relation to the opening, operation, maintenance or closing of the Account, and handling garnishee orders, injunctions and other court orders, proceedings or regulatory requests relating to the Account. Without prejudice to the generality of the foregoing, the Bank may, in its discretion, levy a commission in lieu of exchange and/or a cash handling charge (in

each case at its prevailing rate) on the value of currency notes, cheques and other monetary instruments denominated or expressed in a currency other than the currency of the jurisdiction in which the relevant Account is held which are accepted for deposit or paid on withdrawal or which are presented to the Bank for clearing or collection. The Bank reserves the right to impose a charge on any Account where the credit balance falls below the minimum balance prescribed by the Bank from time to time for such Accounts and on Accounts closed within 3 months (or such other period as may be specified by the Bank) of opening and on Dormant Account.

13.2 The customer shall pay all fees, costs and expenses (including legal fees on a full indemnity basis and any applicable taxes) incurred by the Bank in connection with protecting or enforcing its rights and/or resolving any disputes relating to the Account.

13.3 All payments by the customer shall be made free and clear of and without deduction or withholding in respect of any tax or levies. If any goods and services tax or any other value-added or similar tax is now or hereafter chargeable by law with respect to any matter referred to in these terms and conditions, the customer shall pay such taxes, and the customer shall indemnify the Bank against such payment if the Bank is required by law to make payment of the same.

13.4 The Bank is authorised to debit the Account for all charges, fees, taxes and any other sums payable to the Bank, notwithstanding that such debiting may result in the Account being overdrawn.

13.5 Any and all taxes, stamp duties, deductions, fees and other expenses with respect to any and all payments made or to be made by the Bank with respect to any Account or deposit will be borne by the customer. The customer agrees that the Bank is entitled to deduct or withhold any and all taxes, stamp duties, deductions, fees and other expenses from any amount payable by the Bank. In case the customer is entitled to tax exemption, the customer shall submit to the Bank all supporting documents relating to such tax exemption as may be requested by the Bank.

14. AGENTS AND FEES

14.1 The Bank may use the services of any financial institution or agent in the jurisdiction in which the relevant Account is held or elsewhere as it deems advisable in connection with any collection for or other banking business of the customer. Such financial institution or agent shall be the agent of the customer and all charges and fees incurred in connection therewith shall be for the customer's Account.

15. LICENCES

15.1 The customer shall obtain, comply with the terms and conditions of and renew all authorisations, approvals, licences and consents (the "**Licences**") required in relation to its business and all dealings with the Bank. Upon renewal, a copy of each renewed Licence shall be submitted to the Bank.

16. SUSPENSION AND CLOSURE OF ACCOUNTS OR SERVICES

16.1 The Bank may without liability for any Liabilities close any Account by 14 days' (or such other period as the Bank may specify from time to time) notice to the customer without disclosing any reason for the closure. The Bank may discharge its liability to the customer for the moneys in the closed Account by any method it deems fit (including by mailing to the customer at the last address notified to the Bank a cashier's order or a draft) in the currency of the deposit or its equivalent in an alternative currency selected by the Bank or any other method it deems fit if any restriction or prohibition is imposed on the convertibility, transferability or availability of the currency of deposit.

16.2 Notwithstanding clause 16.1, the Bank has no obligation to give prior notice to the customer for closure of Account, if closure is required by regulation, law, court order or as directed by any governmental or competent authority or the police.

16.3 An Account may be closed at the Bank's discretion if the customer withdraws the whole of the balance in the Account or when the balance becomes zero.

16.4 The customer will not claim against the Bank for any damages which may be incurred from closing the Account.

16.5 Upon the closure of an Account, whether by the customer or the Bank, all unused cheques

issued to the customer in relation to that Account shall forthwith be returned to the Bank, and the customer shall promptly pay the Bank all amounts the customer owes the Bank, including overdrawn amounts, interest, costs and expenses and any other charges the customer owes on the Account or for other services or products provided by the Bank. Such obligations on the customer shall survive the termination of these Terms and Conditions.

16.6 The Bank may, without liability for any Liabilities to the customer, suspend operation of any or all Accounts and/or services at any time at the Bank's discretion including, without limitation, if as a result of any act, matter or thing beyond the Bank's control, the Bank's records, accounts or services are not available or access thereto is hindered, or if the Bank receives contradicting instructions in relation to the Account, or becomes aware that there is a dispute in relation to the Account or upon receipt of a garnishee order or notice of appointment as agent for tax purposes, or if the Account is a Dormant Account.

16.7 If the customer goes into liquidation or otherwise ceases business and no successful claim is made on the Account(s) of the customer with the Bank, the Bank may without taking any further steps close such Account, whereupon any credit balance standing to such Account shall forthwith belong to the Bank and the Bank may treat it as such.

17. CUSTOMER'S DUTIES

17.1 The customer shall promptly notify the Bank in writing of any variation to his signature or that of the authorised signatory(ies), change in the signature requirements, change of signatory(ies), address or other relevant particulars (including, without limitation, any change of citizenship, residence, tax residency, telephone or facsimile numbers, or any change of partners or directors, shareholders, nature of business, corporate or other approvals and any amendments to constitutional documents). The Bank shall be entitled to a reasonable period of time (of at least 7 business days from actual receipt) to process any notification of change. The Bank shall not be responsible or liable for any loss or damage suffered or incurred by the customer in the course of the notice period for processing such variations and/or changes.

17.2 A statement of account will be rendered to the customer once a month or at such periodic basis as the Bank may from time to time determine where one or more transactions have taken place in that period in relation to the Account. Where the Bank determines that the customer's Account is a Dormant Account, the Bank may stop sending statements of account until such time as the Account becomes active. The customer shall notify the Bank in writing if the customer does not receive the statement of account within 7 days of the expected date of receipt thereof.

17.3 In the case of Accounts for which cheque books are issued, the customer shall immediately notify the Bank in writing if he does not receive a cheque book which he has requested within 14 days from the date of his request.

17.4 The customer shall not draw cheques, keep cheque books or operate its Account in a manner which may facilitate theft, fraudulent alterations or forgery or which may affect the clearing of the cheque. Upon receipt of a new cheque book, the customer shall check to ensure that its name and Account number are correctly printed on the cheques and that all cheques are intact. The customer shall immediately notify the Bank in writing of any mistake or irregularity in relation to the cheque book or cheques or if it becomes aware of any actual or suspected theft, fraud, forgery or other unauthorised use of its Account, or any other matter concerning its Account that appears suspicious. The customer shall immediately notify the Bank in writing and place a stop payment on the cheque(s) if any cheque book or cheque is stolen, misplaced or lost. The Bank may issue a new cheque book to the customer upon the customer issuing a satisfactory indemnity to the Bank and upon payment of the prevailing prescribed charge and the Bank is authorised to debit the Account with the said charge.

17.5 If the seal and/or stamp used by the customer in operating any Account is stolen, misplaced or lost, the customer shall immediately notify the Bank in writing. The Bank shall not be responsible or liable for any loss, damage, costs or expenses incurred by the customer as a result of any payment made or transaction carried out prior to the Bank receiving such written notice.

17.6 The customer shall examine all entries in each statement of Account, transaction advice, deposit advice and other record (the "**Records**") and inform the Bank immediately in writing of any errors in or omissions from or unauthorised transactions in the Records. The contents of each Record shall be deemed accurate and shall be conclusive and binding against the

customer and the Bank shall be free from all claims in respect thereof unless the customer informs the Bank in writing of any errors or omissions or unauthorised transactions within the period specified on the Record for such notification or, in the absence of such specification, within 7 days of the date of the Record. Notwithstanding the foregoing, the Bank reserves the right upon notice to the customer to add to and/or amend the entries in a Record in the event of errors in or omissions from or unauthorised entries in such Record. A Record so amended shall be binding on the customer. The Bank may demand a refund of and/or debit the Account and/or set off any credit balance in the Account for any overpayment to the customer arising from any such error, omission or unauthorised transaction.

17.7 The customer shall be responsible for ensuring that it has taken precautions to ensure instructions given to the Bank are genuine and that all instructions given to the Bank are complete, accurate and given within the time specified by the Bank from time-to-time and that there are sufficient funds in Account to carry out its instructions.

18. DISCLOSURE

18.1 The customer consents to the Bank and each member of the SMBC Group, including its officers, employees, agents and any other person who by reason of his capacity, office or scope of work has access to the records, documents and/or registers of the Bank or any member of the SMBC Group, disclosing any information relating to the customer, its transactions and Accounts, these Terms and Conditions, or any transactions contemplated under these Terms and Conditions, to:

(i) any member of the SMBC Group (each of whom shall have the same authority to disclose as the Bank);

(ii) any person to whom the Bank is under a duty to disclose or to whom such disclosure is required or permitted under any law or regulation or required by any court, tribunal, regulator or government authority in any jurisdiction;

(iii) any person in connection with a Transfer or proposed Transfer;

(iv) any trade repository, clearing house or party that has provided security or credit support or assurance for the customer's obligations to the Bank;

(v) any person (including any sub-contractor or agent of that person) in connection with the provision of services or insurance (including credit support or protection) to meet SMBC Group's technology, operational, administrative or risk management requirements (and any others to whom such person may make further disclosure);

(vi) to the Bank's stationery printer and storage provider (including, without limitation, any provider of microfilm service, archival service or other storage facility) (and any others to whom they may make further disclosure) for the purpose of making, printing, mailing, storing, archiving, microfilming and/or filing cheques, statements of account, advices, transaction records and other documents, data or records on which the customer's name or other particulars or particulars of transactions appear;

(vii) any person for the purposes of enforcing or protecting the Bank's rights or interests;

(viii) any other banks, financial institutions, credit agencies, credit bureaus, industry bodies, trade finance registries or the customer's external auditors or the external auditors of any party that has provided security or credit support or assurance for the customer's obligations to the Bank for the purposes of: (1) assessing the financial condition of the customer or any such credit support provider; (2) verifying information provided by the customer; (3) where the customer proposes to have dealings with such entities; or (4) detection, prevention, investigation or reporting of financial crime (including, without limitation, money laundering, terrorism financing, fraud and government sanctions or embargoes) in any jurisdiction;

(ix) any person (and any others to whom such person may make further disclosure) for the purpose of giving effect to the instruction of the customer or the transactions contemplated herein or in connection with the provision of products or services to the customer or for the purpose of payments or transfers of funds or maintaining effective communication during a market disruption or business contingency event (in all cases, including, without limitation, via electronic platforms);

(x) any person to whom the Bank may introduce or refer the customer;

(xi) any financial institution for the purpose of securitisation of the customer's or the Bank's assets; and/or

(xii) any holder of a joint account with the customer, any person the Bank believes in good faith to be the customer's director, officer, employee, shareholder, partner (in the case of a partnership), Account signatory, legal adviser or anyone acting on behalf of the customer.

This clause is without prejudice to the Bank's rights under applicable laws or regulations and is not, and shall not be deemed to constitute, an express or implied agreement by the Bank with the customer for a higher degree of confidentiality than that prescribed in applicable laws or regulations. Nothing herein shall limit or restrict any other consent to disclosure of information provided by the customer. This clause shall survive the termination of these Terms and Conditions.

19. ANTI MONEY LAUNDERING, SANCTIONS, ANTI BRIBERY AND TAX, COMPLIANCE WITH LAWS

19.1 The customer represents and undertakes that:

(i) it is and will be responsible for ensuring it complies with its tax obligations;

(ii) from time to time, the Bank may require information from the customer regarding its tax matters for the purposes of ensuring compliance with laws and regulations and the customer agrees to provide the Bank with such information upon request. Without prejudice to the generality of the foregoing the customer shall provide the Bank with the forms and documents required for compliance with the U.S. Foreign Account Tax Compliance Act ("**FATCA**") and Common Reporting Standard ("**CRS**");

(iii) any information provided to the Bank relating to its tax status including residency or nationality is complete and accurate;

(iv) it has not committed or been convicted of any tax crime; and

(v) it will promptly notify the Bank of any change in the information in this clause 19.1.

19.2 The customer acknowledges that the Bank is required to comply with stringent laws and regulations for the prevention of financial crime. The continued availability of the Account and processing of transactions is subject to the customer fulfilling requirements in accordance with such laws and regulations to the satisfaction of the Bank. Without prejudice to the generality of the foregoing, the customer:

(i) shall cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any applicable law or regulation (as may be amended, re-enacted or replaced from time to time) including but not limited to promptly providing all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same;

(ii) shall provide the Bank with such information, documentation and other evidence as requested by the Bank in order for the Bank to carry out and be satisfied it has complied with all "Know Your Customer" and other similar procedures that it is required (or deems desirable) to conduct and, in each case, inform the Bank promptly of any changes;

(iii) warrants that except as informed to the Bank otherwise, it is the beneficial owner and principal of the Account and all monies paid to or from the Account shall be from lawful sources of activity; and

(iv) shall comply with all laws and regulations to which it may be subject to, including any anti-money laundering, counter terrorist financing and other laws and regulations related to financial crimes.

19.3 The customer understands that the jurisdiction in which the relevant Account is held, the United Nations (including any of its related organisations), United States, Japan and other government and/or regulatory authorities impose, from time to time, specific sanctions against certain countries, regions, entities, vessels and individuals and the Bank may refuse or be unable to or block or refuse to act on an instruction or process a transaction that involves a breach of sanctions. Further, authorities may from time to time require the disclosure of information. The customer agrees and confirms (unless otherwise notified to the Bank) that all transactions are not connected (directly or indirectly) with any sanctioned country, region, entity, vessel or individual. The customer agrees that if the Bank is required to disclose any information or if a transaction is blocked, frozen, delayed, refused or cancelled because it is claimed to be sanctions-related, the Bank shall not be liable for any information disclosed or for any Liabilities the customer or the customer's servants or agents may incur and the customer shall promptly indemnify the Bank on demand against any such Liabilities the Bank may incur. The customer

further agrees that any transaction that involves goods, transactions or business relationships directly or indirectly related to a sanctioned country or region but is permissible under applicable sanctions, shall be on such terms and conditions as agreed by the Bank. Without limiting or reducing the effect of the foregoing, the Bank may refuse to act on any instruction of the customer or delay, block or refuse to process any transaction without incurring any liability if the Bank has reason to suspect that: (i) the instruction or transaction (including carrying out such instruction or transaction by the Bank) may breach any law or regulation (including the Japanese Foreign Exchange and Foreign Trade Act); or (ii) the instruction or transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

19.4 The customer confirms that no transaction involves or will involve (i) any goods, transaction or business relationship directly or indirectly related to North Korea (including, without limitation, transactions through intermediaries or relating or contributing to nuclear or ballistic-related activities or involving North Korean persons, entities or vessels or goods of North Korean origin) or (ii) goods which are regulated as strategic or dual use goods and for which the customer has not obtained the necessary approvals or permits from all relevant authorities.

19.5 The customer represents and warrants that it, its directors, officers, employees and other persons acting for or on its behalf have:

(i) not violated (and will not violate) any applicable anti-bribery or anti-corruption laws;

(ii) not offered, given or promised (and will not do so) any unlawful contribution, gift, payment or other article of value to obtain an improper benefit or advantage or to improperly influence a decision or act in their favour.

20. INDEMNITY AND EXCLUSION OF LIABILITY

20.1 The customer shall indemnify the Bank in full for any Liabilities it may incur in connection with (i) the Bank acting on any instruction or request of the customer, (ii) the customer not complying with any obligations owed to the Bank, or the Bank enforcing or exercising its rights or powers under these Terms and Conditions, or taking steps for the protection of or the preservation of the Bank's rights or defending any claim in connection with or arising from any Account, (iii) the Bank acting or declining to act on the customer's instructions, (iv) the Bank holding any security or dealing with any secured asset, (v) the Bank making currency conversions, (vi) any tax payable by the Bank on, or calculated by reference to, any amount paid or payable by or to the customer under any transaction, (vii) compliance by the Bank with any law, regulation or directive in relation to the customer's Account or (viii) the provision of any product or service including but not limited to guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection (and such guarantee as given by the Bank shall in every case be deemed to be at the customer's request).

20.2 The Bank shall not be liable for any Liabilities incurred by the customer or for any delay in crediting any Account for any reason whatsoever in the absence of the gross negligence or wilful default of the Bank including, without limitation:

(i) as a result of computer breakdown, mechanical failure or malfunction, interruption or disruption of services, material alteration of withdrawal requests or other reasons of any kind through no fault of the Bank;

(ii) where the Bank is prevented from acting as a result of governmental restrictions, natural disaster, strike, war or other circumstances beyond the Bank's control;

(iii) arising from the exercise by the Bank of its rights under these Terms and Conditions; or

(iv) where the Bank has acted in reliance on any instruction purporting to be from the customer which has been forged or altered, notwithstanding that such instruction may conflict with any other instruction or contain any error.

Without limiting the foregoing, the Bank shall not be liable for any indirect, consequential or punitive losses notwithstanding the losses arose as a result of the Bank's gross negligence or wilful default.

20.3 The Bank shall not be liable for presenting for payment or paying on altered and/or forged cheques where the alterations and/or forgery were made possible by use of erasable ink or any other equipment with erasure features or by use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected or where the alteration and/or forgery is due to the customer's negligence or default. The customer shall indemnify the Bank in full for any Liabilities it may incur in presenting or paying on a cheque in any of the foregoing

circumstances.

20.4 The Bank shall not be liable for presenting for payment or paying on a cheque which has previously been cleared and paid if the duplicate presentation and/or payment cannot be easily detected or where they are caused by the customer's negligence or default. The customer shall indemnify the Bank in full for any Liabilities it may incur in presenting or paying on a cheque in any of the foregoing circumstances.

20.5 The Bank shall not be liable for any Liabilities (direct or otherwise) the customer may suffer or incur (including those arising out of delays) in connection with any security processes or checks or any other actions performed by the Bank or any other party for fraud detection, anti-money laundering or combating terrorism financing purposes or for legal or regulatory purposes.

20.6 No branch of the Bank in any other jurisdiction, or related corporation of the Bank shall in any case be liable to the customer in respect of the Bank's obligations and/or liabilities under these Terms and Conditions.

20.7 In the case of any ambiguity, inconsistency or conflict in the customer's instructions, the Bank may without liability choose not to act upon them unless such ambiguity, inconsistency or conflict has been resolved to the Bank's satisfaction.

20.8 The Bank may without liability refuse to accept or act on any instruction from the customer if:

(i) the Bank is unable to verify the identity of the person giving the instruction; or

(ii) the instruction is not in the required or acceptable form.

20.9 The Bank shall not be responsible for or liable to the customer for any diminution in value of funds due to taxes or depreciation or for unavailability of currency or funds for withdrawal at any time due to restrictions on convertibility or transfers, exercise of governmental powers, or any other cause beyond the Bank's control. In addition, if any restriction on the availability, conversion or transfer of any currency is imposed, the Bank shall not be obliged to pay the customer the funds in the Account in that currency. The Bank is also not responsible for the effect of laws, regulations, governmental measures or restrictions of any relevant jurisdiction which may be applicable to multi-currency or foreign currency Accounts or the assets of the customer.

20.10 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or other duties to the customer.

21. COMMUNICATIONS

21.1 All notices and communications to the customer sent by post or left at the last address notified to the Bank shall be deemed to have been received by the customer on the second business day following such posting or on the day it was so left. All notices and communications sent by fax or email to the customer shall be deemed to have been received by the customer on the date and time of transmission. All notices and communications sent to the customer by any other method or medium shall be deemed received when it would have been delivered in the usual course. Any email communication or instruction from the customer to the Bank shall only be deemed to be delivered upon actual receipt by the Bank. The Bank shall not be liable if any communication is delayed, intercepted or lost during delivery or transmission or if the content of such communication is disclosed to third parties during transit. If any communication is returned undelivered, the Bank will not be obliged to send any further communications until the customer updates its Account contact details.

21.2 The customer further irrevocably and unconditionally authorises the Bank to furnish all information requested from time to time to the customer's auditors using such platforms as agreed with the Bank (including the receipt, transmission, hosting, processing, publication and distribution of the customer's information by the platform provider) ("the **Audit Confirmation Service**"). The customer agrees to pay to the Bank all charges, fees and expenses arising from the Bank acting on any instruction received from the customer whether in respect of the Audit Confirmation Service or otherwise.

21.3 Where the customer and the Bank have agreed on any Audit Confirmation Service, communications and/or instructions by fax, telephone, email and/or scanned or electronic signature or other electronic means, or other than on the Bank's prevailing standard forms (collectively, the "**Electronic Communications**"), the following provisions shall apply in the absence of a separate agreement on such communications and/or instructions between the customer and the Bank:

(i) As a separate and independent obligation, the customer shall fully indemnify the Bank

from and against any and all Liabilities which the Bank may incur, sustain or suffer as a consequence of accepting and acting on any Electronic Communication other than on the Bank's standard forms.

(ii) The Bank shall not be under any duty to enquire into the authenticity, completeness or accuracy of any Electronic Communication and may treat all Electronic Communications given or purported to be given by the customer or on the customer's behalf as duly authorised, irrevocable and binding on the customer and genuine, complete and accurate regardless of the circumstances, the nature and/or amount of the transaction and notwithstanding any conflict with other instructions, error, misunderstanding. The Bank may at its discretion without having to provide any reason refuse to act, or delay acting, upon any Electronic Communications or such part thereof as the Bank deems appropriate.

(iii) Save for any Audit Confirmation Service, or as otherwise agreed by the Bank, the customer agrees to deliver to the Bank without delay (and in any event within 2 business days) the original, or a duly signed written confirmation, of any such Electronic Communication (each a "**Relevant Confirmation**") and to indicate clearly that it is in confirmation of the fax, telephone, email, scanned or electronically signed or delivered communication or instruction. The customer agrees that the Bank shall not be liable for any duplication or Liabilities that may arise from the customer's failure so to indicate on each original communication or instruction or Relevant Confirmation as aforesaid.

(iv) Other than Audit Confirmation Service where instructions may be received from the customer's auditors, all other Electronic Communication shall be made by the customer's authorised persons whose names and titles the customer has prior to such communication or instruction provided to the Bank in such form as agreed by the Bank. The Bank shall be entitled to assume that there are no changes until the Bank has actually received the written notice of any changes. The Bank may, from time to time, notify the customer of the names of the Bank's officers with whom the customer can transact over the telephone by sending a list of such officers' names to the customer.

(v) In the event that a call-back confirmation is required according to the Bank's procedures, the customer agrees that the persons authorised to receive such call backs shall be the persons authorised pursuant to paragraph (iv) above. The customer agrees that the Bank has no obligation to perform any call-back confirmation.

(vi) The customer agrees that its email communications or instructions shall be sent from the email addresses provided to the Bank in such form as agreed by the Bank, and will be sent in a format that prevents alterations to the data in transmissions (e.g. PDF), with no content of the communication or instruction included in the body of the email.

(vii) In relation to electronic signatures (i.e. e-signatures included on documents accessed from electronic and/or mobile devices via e-signature services), the customer agrees as follows:

  (a) electronic signatures may only be used for signing such documents as agreed by the Bank in its discretion. The Bank does not need to provide any reason for rejecting the use of electronic signatures and may amend the types of documents for which electronic signatures are accepted at its discretion;

  (b) notwithstanding sub-paragraph (a) above, the Bank may, in its discretion, require that an original document be submitted in lieu of, or in addition to, any document executed by way of electronic signatures;

  (c) the customer shall use electronic signatures in a manner that complies with and meets the Bank's processes, procedures, requirements and/or any law or regulation that may be in place from time to time;

  (d) upon the Bank's request, to provide the Bank with evidence of electronic signing in the form of the relevant activity or transaction log, or any other form of computer or electronic records;

  (e) to ensure that persons authorised by the customer to sign documents via electronic signatures are the same persons as indicated in the signing mandate to the Bank for wet ink signatures;

  (f) for authentication or verification of the authorised signatories, to provide to the Bank such details as required by the Bank and to keep the Bank informed promptly of any changes. The Bank shall be entitled to assume that there are no changes

until it has actually received written notice of any changes;

(g) the customer confirms that the electronic signature is the signature of the person to whom it correlates and the electronic signature will be affixed by that person with the intention of signing or approving the electronic record and will be deemed the equivalent of the customer and its authorised signatories' signatures in hard copy, in ink or in original form for all purposes and have similar effect and can be used as evidence in any court, tribunal or in any legal or administrative proceedings and any investigation or inquiry;

(h) the customer will not, and will procure that its authorised persons will not, dispute the validity, accuracy or authenticity of any document signed by electronic signature or claim not to have consented to the use of electronic signatures;

(i) the customer confirms that each document that is signed electronically is permitted to be signed in that manner by all laws applicable to the customer and by its constitutive documents.

(viii) The customer acknowledges that Electronic Communications are not error free and may involve transmission, hosting, processing, publication and distribution of the customer's information via servers and/or systems that are not under the Bank's control and Electronic Communications may not be secure and are subject to risks. Accordingly, the customer agrees that the Bank will not be liable or responsible for, and the customer shall indemnify the Bank for and against, all Liabilities and consequences arising from the use of Electronic Communications, whether direct or indirect. Without prejudice to the generality of the foregoing, the Bank shall not be liable or responsible, and the customer shall accept full responsibility, for:

(a) any system or server error, omission, interruption or delay in transmission or failure to perform;

(b) any computer virus or corruption or error in transmission (including, without limitation, sending of an email to the wrong address);

(c) any security breaches or unauthorised access to the contents of the Electronic Communications; or

(d) the inability to provide or receive the Electronic Communications as a result of malfunction or failure (total or partial) of any server or system or any other circumstances.

(ix) No failure by the customer to deliver a Relevant Confirmation or indicate a Relevant Confirmation under paragraph (iii) above, absence of a call-back confirmation under paragraph (v) above or other thing shall invalidate any transaction or indemnity herein.

(x) The customer undertakes to notify the Bank in writing of any change to the list(s) of the customer's authorised persons to transact with the Bank through Electronic Communications or receive call backs under paragraph (v) above, and of any change to the email addresses provided to the Bank from which Electronic Communications are to be sent under paragraph (vi) above. Any such notice shall only be effective upon actual receipt by the Bank.

(xi) Each indemnity given in this clause 21.3 survives the cancellation or revocation of any authority given by the customer in relation to Electronic Communications.

(xii) Without prejudice to any of the foregoing, the Bank may at any time, at its discretion, amend or vary its policies or procedures in relation to the acceptance of Electronic Communications and withdraw, restrict, suspend or terminate the acceptance of instructions delivered by any such means or otherwise than on the Bank's standard forms.

22. CONTRACTS VIA SYSTEM

22.1 The Bank may from time to time provide foreign exchange, fixed deposit, agreed swaps and agreed derivative contracts (the "**Service**") executed between the customer and the Bank via a system provided by Bloomberg FXGO and/or 360T and/or FXAll and/or such other system or platform as may be agreed by the Bank and the customer (the "**System**").

22.2 The customer may request the Bank to enter into a foreign exchange, fixed deposit, agreed swap or agreed derivative contract ("**Contract Request**") by submitting to the Bank, via the System, information necessary to enable the Bank to decide if it wishes to conclude the Contract Request with the customer. Such Contract Request shall be deemed to have reached the Bank when the Contract Request is actually received by the Bank via the System. The

customer may not cancel the Contract Request once it reaches the Bank.

22.3 The Bank may determine, at its discretion, whether it will accept a Contract Request. If it agrees to accept the Contract Request, the Bank may conclude a foreign exchange, fixed deposit, swap or derivative contract with the customer on the terms specified in the Contract Request via the System and any such contract so concluded will be deemed to constitute "in writing" for the purpose of any rule, law of any term and condition of the relevant product specific agreement that requires the terms of such transaction to be in writing and expressly waives any right to raise any defence or waiver of liability based on the absence of any such "writing".

22.4 Any Contract Request received by the Bank via the System shall be regarded as a valid request of the customer notwithstanding that:

(i) the Contract Request was sent in error by the customer;

(ii) a system error omission, interruption or delay occurred in respect of the Contract Request; or

(iii) the Contract Request is fraudulent or unauthorised.

The Bank shall have no obligation to verify the validity or authenticity of any Contract Request. The Bank shall assume no liability for any loss or damage incurred by the customer as a result of a transaction entered into based on a Contract Request resulting from any of the circumstances outlined in this clause.

22.5 The Bank may change or cease to provide, without prior notice to the customer, all or part of the Service hereunder, including by way of the System, currency pairs, dealing hours, and the upper limit; the Bank shall not be liable for any loss or damage incurred by the customer as a result of such change or cessation.

22.6 The Bank shall not be liable for any loss or damage incurred by the customer as a result of unavailability of the Service due to a system failure, trouble in communication equipment or line outage or interruption in the System, delay or failure of transmission or any other cause beyond the Bank's control.

22.7 The Bank shall not be liable for any disclosure of the customer's information by the System vendor or its agents or subcontractors. The Bank shall not be liable for any Liabilities incurred by the customer as a result of disclosure of information related to the customer's transactions due to the actions of a third party or unauthorised access in the communication channel of the Service or any other cause beyond the Bank's control.

22.8 The customer shall conclude, at its own expense and risk, a licence agreement regarding the use of the System and shall take all other measures to enable the customer's lawful use of the System as part of the use of the Service hereunder; if the Bank incurs any Liabilities as a result of infringement of any right of the owners of the System arising from the use of the System by the customer, the customer will compensate and indemnify the Bank for such Liabilities.

22.9 If the Service cannot be used for any reason whatsoever, the customer agrees that Contract Requests shall be submitted by such other means as agreed by the Bank.

23. GENERAL

23.1 If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired.

23.2 The Bank is entitled to waive compliance with any provision herein, but such waiver shall be without prejudice to the Bank's right to enforce compliance with any such provision on any other occasion. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy in relation to these Terms and Conditions shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof and no course of dealing between the customer and the Bank nor any waiver by the Bank in any one or more instances shall be deemed a waiver in any other instance. Each of the Bank's rights, powers and remedies shall continue in full force and effect until such rights, powers or remedies are specifically amended or waived by an instrument in writing executed by the Bank.

23.3 Unless the Bank's prior written consent has been obtained, the customer shall not assign, transfer, charge, pledge or otherwise encumber or dispose of any Account and/or any part of the monies standing to the credit of the Account. The Bank may assign all or any its rights and/or transfer all or any of its right and obligations under these Terms and Conditions or any Account.

23.4 The customer agrees that any sum that may be payable by the Bank to the customer shall be

subject to all applicable laws, including without limitation any withholding tax requirement, foreign exchange restriction or control and the Bank may withhold any monies payable to the customer, deposit any such monies into a suspense or other account, and/or retain such monies or take such other action as may be required pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control or other law. The Bank shall not be liable for any losses that may be incurred by reason of such withholding, retention, deposit or other action pursuant to this clause.

23.5 The customer accepts the Bank's records of any forms, documents, instructions or communications as final and conclusive and binding on it. The customer agrees such records shall be admissible in evidence and it will not dispute the accuracy or authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system or are scanned records or images of any record.

23.6 Where the Bank has agreed to accept any instruction or application form other than on its prevailing standard forms, the customer agrees that it shall not, without the Bank's prior written consent, make any change to any agreed instruction or application form; and the Bank's processing of any such instruction or application shall not be deemed to be consent to any change to the agreed instruction or application form, or to any of these Terms and Conditions.

23.7 The customer agrees (a) that the Bank may record all telephonic conversations, oral communications or instructions between the customer and the Bank; (b) to obtain any necessary consent of, and give any necessary notice of such recording to, the customer's personnel or representatives communicating with the Bank; and (c) that any such recordings may be submitted in evidence in any dispute between the Bank and the customer.

23.8 The customer agrees that the Bank may from time to time outsource certain functions to service providers (including to service providers located outside of the jurisdiction in which the relevant Account is held) on such terms as the Bank deems fit.

23.9 These Terms and Conditions, deposits, withdrawals and the operation of the Account are governed by the laws of the jurisdiction specified in the Country Addendum. The customer submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Country Addendum and consents to service of process by registered mail to the last address notified by the customer to the Bank and by any other method allowed by law.

23.10 These Terms and Conditions together with any terms, conditions, rules and regulations contained in the Bank's cheque books, deposit vouchers and any other documents and forms supplied by the Bank, and any agreement between the customer and the Bank relating to the customer's Accounts with the Bank, shall comprise the entire agreement between the Bank and the customer in relation to the Account and the customer shall be bound by the same. The Bank reserves the right at any time and from time to time to add to, amend, modify, supplement or vary any of these Terms and Conditions and such additions, amendments, modifications, supplements and variations shall be deemed to have effect as soon as notified to the customer. If the customer continues to operate the Account after such notification, the customer shall be deemed to have agreed to such additions, amendments, modifications, supplements and variations without reservation.

23.11 Save for any member of the SMBC Group, any of the Bank's correspondents or agents and any person appointed by the Bank or save as expressly provided to the contrary in these Terms and Conditions Governing Accounts, a person who is not a party to these Terms and Conditions has no rights to enforce the benefit of any of these Terms and Conditions. Notwithstanding any term herein, the consent of any third party is not required to vary or terminate these Terms and Conditions.

COUNTRY ADDENDUM: THAILAND

This Country Addendum is to be read with the Terms and Conditions Governing Accounts. Defined terms shall have the same meaning as Terms and Conditions Governing Accounts unless otherwise specified or the context otherwise requires.

1. "**Dormant Account**" referred to in clause 1.1 (vi) of the Terms and Conditions Governing Accounts means (i) an Account that has no customer-initiated activity for one (1) year or such other period as determined by the Bank from time to time; or (ii) a Thai Baht Account of an individual that has no customer-initiated activity for one (1) year or such other period as determined by the Bank from time to time with an outstanding balance less than THB 2,000.

2. In relation to withdrawals and payments:
   (i) Promissory notes and accepted bills of exchange in which the Bank is nominated as the particular place of payment shall be regarded as bills, the payment of which has been entrusted to the Bank, and as such they will be paid by the Bank out of the current Account upon presentation on or after the day of maturity.
   (ii) When the Bank is requested to certify cheques for payment, it may issue its Manager's cheque for the amount specified by debiting the customer's current Account and hand it to the customer. In this regard, the Bank may charge the customer for the fees as stipulated from time to time by the Bank by deducting such fees from this current Account or such other Account(s) of the customer maintained with the Bank.

3. In relation to bank charges and closing of Account, in addition to clause 16 of the Terms and Conditions Governing Accounts, the Bank may, in its discretion, at any time, close any Account when:
   (i) in case the available balance is not enough for debiting for three (3) consecutive months, the customer agrees that the savings and/or current Account may be closed at the end of the immediately succeeding calendar month;
   (ii) in case the available balance of Dormant Account is not enough for debiting, the customer agrees that the savings and/or current Account may be closed at the end of the immediately succeeding calendar month; or
   (iii) in case any saving and/or current Account has no customer-initiated activity for ten (10) consecutive years.

4. A certificate and/or document signed by the in-charge Bank's officer(s) as to the amount at any time owing to the Bank by the customer shall, save for manifest error, be conclusive evidence against the customer of the amount so owing.

5. The governing laws referred to in clause 23.9 of the Terms and Conditions Governing Accounts are the laws of Thailand. The jurisdiction referred to in clause 23.9 of the Terms and Conditions Governing Accounts is Thailand.

6. Terms applicable to Non-resident Accounts; Non-resident Baht Account ("NRBA") and a Non-resident Baht Account for Securities ("NRBS") and, in relation Appointed Cross-Currency Dealers (ACCD") and THB Deposit Account – Special Non-resident Account ("ACCD-THB Deposit Account")

   The customer is well aware that the Bank of Thailand ("BOT") may, from time to time, announce regulations or guidelines with regard to certain requirements and/or the limit on outstanding balance in relation to Measures to Prevent Thai Baht Speculation for the Non-resident Accounts ("Limit Outstanding Balance") and hereby agrees that:

   (i) The customer shall maintain the total outstanding balance of its Non-resident Accounts opened with any domestic financial institutions in Thailand at the end of the day not exceeding the Limit Outstanding Balance.

(ii) In the event that the total outstanding balance of the customer's Non-resident Accounts with the Bank at the end of the day exceeds the Limit Outstanding Balance, the customer shall immediately reduce such outstanding balance upon receiving a notice, by way of telephone, fax or email, as the case may be, from the Bank, provided that, in any case, the total outstanding balance of the customer's Non-resident Accounts opened with any domestic financial institutions in Thailand at the end of the day shall not exceed the Limit Outstanding Balance.

(iii) In the event that an exemption is granted by BOT, the customer shall duly inform and submit any supporting documents to the Bank.

(iv) With respect to ACCD-THB Deposit Account, the customer shall comply with the Guidelines on Rupiah-Baht Local Currency Settlement Framework by Appointed Cross-Currency Dealers by BOT and Bank Indonesia (BI).

(v) The customer undertakes to the Bank that if there is any damage by any reason to the Bank as a result of the customer's non-compliance as specified above, the customer shall fully indemnify the Bank for any Liabilities which the Bank may suffer unless it is caused by gross negligence, default or wilful misconduct of the Bank.

7. In relation to Personal Data Protection:

(i) Where the customer is an individual, the customer consents to the collection, use, disclosure, transfer and retention of personal data by the Bank pursuant to laws, regulations and/or regulatory requests (including "know your customer" and other similar procedures), in accordance with the purpose as provided in the Bank's Data Privacy Notice (a copy of which is available at **https://www.smbc.co.jp/asia/thailand/resources/pdf/TH-PDPA.pdf**)

(ii) Where the customer is not an individual, in the event that the Personal Data Protection Act B.E. 2562 (2019) ("PDPA") requires that a consent shall be obtained for any personal data of individuals including but not limited to the customer's managements, directors, board members, shareholders, officers, employees, agents and/or any persons as authorized by the customer that the customer will be or may be providing or disclosing to the Bank, the customer undertakes that the customer has obtained, prior to disclosing such personal data to the Bank, (and shall maintain) the consent of such individuals which:

(a) permit the customer to disclose the individuals' personal data to the Bank; and
(b) permit the Bank to collect, use, disclose and/or process the individuals' personal data,

The customer also undertakes any necessary actions to ensure that those individuals have already read and have a good understanding of the details and terms contained in the Bank's Data Privacy Notice prior to the disclosure, sending, and/or transfer of personal data to the Bank.

(iii) If the customer fails to provide personal data reasonably requested by the Bank and/or withholds consent for the use, disclosure, transfer or retention of personal data, the Bank may be unable to provide all or part of its products or services.