

APAC PAYMENT AND COLLECTION SERVICE TERMS

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For payment and collection services in Australia, China, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, the Philippines, Singapore, Taiwan, Thailand, Vietnam

Introduction

JPMorgan Chase Bank, N.A., its affiliates or subsidiaries, as applicable (“**the Bank**”) will provide the Customer with the payment and collection services (including transfer of funds for using domestic and international clearing networks and bilateral networks comprising of an electronic link between the Bank and another financial institution) subject to the terms and conditions set out below (“**Service Terms**”). JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

1 General

- 1.1 Interpretation.** The Bank’s account documentation, including the general terms and conditions governing the operation of the accounts and services of the Customer (“**Account Terms**”), as well as the jurisdiction specific provisions set forth in the account application or country-specific addendum for the jurisdiction in which the accounts are held, as amended from time to time (collectively “**Account Documentation**”), are incorporated by reference into these Service Terms, including the indemnity and liability provisions. Unless otherwise defined, capitalized terms used in these Service Terms shall have the same meanings as those defined in the Account Terms.
- 1.2 Application.** The Services covered herein in each location are subject to availability as determined by the Bank from time to time. These Service Terms shall apply to the Customer’s Accounts in each jurisdiction covered herein, **save that sections 2.3 to 2.5, 3.2 to 3.7 and 4.1 shall only apply if the Bank has received a request from the Customer for the relevant Service covered by such section.** For the avoidance of doubt, the request may be given in a prescribed form or through other means as determined by the Bank. Subject to the foregoing, the additional jurisdiction specific provisions set forth in the exhibit to these Service Terms are applicable to the Customer based on location of the Customer’s Accounts.
- 1.3 Instructions.** Any request made by the Customer in connection with the Services covered herein shall be Instructions and shall be furnished by the Customer or the relevant third party authorized by the Customer to the Bank using the agreed delivery channel of the Bank. All payment or collection transactions to be processed on a particular date and the transactions relating thereto must be received by the Bank before the agreed cut-off time. Any Instruction from the Customer or from the relevant third party received by the Bank with the authorization of the Customer shall be effective as that of the Customer after the Bank has verified the authenticity of such Instruction pursuant to the Bank’s usual security procedures.
- 1.4 Acceptance.** The Customer acknowledges that the payment and collection transactions and processing of the Instructions are subject to (i) all applicable laws, applicable rules, regulations, bye-laws, manuals, notices, circulars, codes, guidance or any other similar material of the Authorities (together, the “**Rules**”); and (ii) the operation and practice of the clearing or settlement system and payment network. All Instructions shall be subject to the Bank’s acceptance and the Customer’s compliance with such Instruction format, procedures and security procedures as determined by the Bank and notified to the Customer in respect of the Service from time to time.
- 1.5 Information.** The Customer shall promptly provide the Bank with the information and documentation as the Bank may require in connection with the Services (including reasons for requesting the Services and the origin of the funds). Any information furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information without making any verification whatsoever, and in the event of any inconsistency, contradiction or omission, the Bank may at its discretion reject such information. The Customer represents and warrants that all information provided is true, correct and not misleading and shall advise the Bank promptly of any changes.
- 1.6 Liability.** Without prejudice to the Account Terms, the Bank shall not be liable for any direct or indirect loss or damage incurred or suffered by the Customer or any other person arising from or in connection with: (i) the Customer’s breach of its obligations, representations or warranties; (ii) any act, omission or delay by the Customer or any third party (including any third party debtor, its bank(s) and any domestic payment network), or technical issues (including any equipment malfunction, power failure, interruption in transfer facilities) affecting the operations of any of them in providing the Services covered herein; (iii) any Instruction during the maintenance period of the payment network system; (iv) the Bank not processing, on the processing date, any transaction received by it after the applicable cut-off time; or (v) any actions undertaken in compliance with or for any act or omission of Authorities (herein defined as governmental and/or regulatory authorities and/or the relevant local payment and/or clearing system and/or settlement institution) within the jurisdiction through which the transactions are processed.
- 1.7 Indemnity.** **Without prejudice to the Account Terms**, the Customer shall indemnify and hold the Bank, and its agent, employees, officers, and directors, harmless from or against any and all claims, damages, judgments, liabilities, losses, costs and expenses (including attorneys’ fees) resulting directly or indirectly from: **(i) any indemnity, undertaking or guarantee given by the Bank to the Authorities in connection with the Services; and (ii) the Customer’s breach of its obligations, representations or warranties in relation to the Services covered herein.** Notwithstanding the foregoing, the Bank shall not be indemnified for any damages resulting directly from its own gross negligence, willful misconduct or fraud.
- 1.8 Pre-existing Service Terms.** These Service Terms supersede and replace any other terms and conditions previously provided to the Customer in relation to the Services covered herein, save that if (i) any terms and conditions are separately required as determined by the Bank, such terms and conditions shall continue to apply; or (ii) any terms and conditions specified in the Schedule to these Service Terms, such terms and conditions (the “**Pre-existing Terms and Conditions**”) shall continue to apply to the products and services in the corresponding row in lieu of the terms and conditions under the same heading in sections 2 to 4 for such products and services. The relevant terms and conditions in sections 2 to 4 superceded by the Pre-existing Terms and Conditions shall not apply to such products and services.

2 Payments

2.1 Checks

- 2.1.1 Any alteration on a check is subject to the Bank's acceptance and must be confirmed by the full signature(s) of the drawer. The Bank shall not be liable for (i) losses arising from alterations which cannot be easily detected; and (ii) paying on altered and/or forged checks where the alterations and/or forgery could not be easily detected or where the alteration and/or forgery is due to the act, omission, negligence or willful default of the Customer.
- 2.1.2 The Bank shall be entitled at its absolute discretion to dishonor any check (i) bearing a signature different from the specimen signature(s) of the relevant Authorized Person(s); (ii) not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; or (iii) if it appears to the Bank that the Check has been materially altered, forged or stolen or is counterfeit.

2.2 Stop Payment

Any request by the Customer to stop, cancel, amend, recall or reissue the Items is subject to consent of the Bank and the beneficiary's bank. The Customer shall provide such information within such time as required by the Bank in accordance with the security procedures as determined by the Bank. The Customer agrees that the Bank shall be permitted to rely on any such request by the Customer and be indemnified in accordance with the Account Terms in accepting or executing such request. The Customer further undertakes to promptly hand the Item to the Bank should it at any time become the holder of the Item or procure for the item to be returned to the Bank.

2.3 Corporate Check Print Service

- 2.3.1 By requesting for the Corporate Check Print Service, the Customer authorizes the Bank:
- to print and complete a check in accordance with the Instruction which is provided by the Customer and accepted by the Bank;
 - to place on each check a laser printed signature or chop image which is authorized by the Customer and/or its authorized representative to be used by the Bank on behalf of the Customer and/or its authorized representative (as the case may be) in accordance with applicable laws, rules, regulations and prevailing market practice;
 - to print and complete other non-payment Instruction related documents as agreed by the Bank ("**Printed Documents**");
 - if agreed by the Bank, to send the check by mail, courier or by electronic transmission to the Customer or the beneficiary thereof along with any Printed Document; and
 - if agreed by the Bank, to make available the check and any Printed Document for collection by the Customer or the beneficiary thereof at a branch of the Bank specified by the Bank.
- 2.3.2 Without prejudice to the Account Terms, the Customer shall bear the liability and risk of any loss, damage, claim or cost that may arise in connection with the mailing or collection of any check and placing of the laser printed signature or chop image by the Bank in performing the Corporate Check Print Service.

2.4 Positive Pay and Payee Verification Service

- 2.4.1 By requesting for the Positive Pay Service or the Payee Verification Service, the Customer agrees that:
- the Customer shall provide the issuance information in relation to the checks presented for payment against the Customer's Account(s) in the manner and within such time as required by the Bank (the "**Issuance Information**");
 - the Bank is authorized to compare the Issuance Information received from the Customer with the inward clearing information received from the relevant clearing house;
 - the Bank has the right to set and revise a threshold amount for Items to be reviewed under the Positive Pay Service (the "**Threshold Amount**") whereby the Bank will not review and compare the Items below the Threshold Amount against the Issuance Information and will handle the Items according to the Bank's usual procedures; and
 - the Bank will only provide the Positive Pay Service or the Payee Verification Service for Items presented to the Bank through the relevant clearing system and will not provide such Services for Items presented over the counter of the branches of Bank or other banks unless otherwise agreed with the Customer.
- 2.4.2 Where an Item is presented to the Bank but the Bank has not received Issuance Information in relation to the Item or the Item contains information different from the relevant Issuance Information (each a "**Discrepancy**"),
- the Bank will notify the Customer within such time in the manner as determined by the Bank;
 - the Customer shall advise the Bank whether any such Item is authorized for payment and whether the Item has been validly and properly issued by an authorized signatory of the Customer within his or her authority ("**Presentment Decision**"), and provide the Bank with any necessary document about the Discrepancy in the manner and within such time as determined by the Bank; and
 - where the Customer failed to timely inform the Bank about the Presentment Decision or failed to provide the required documents in relation to the Item, the Bank is authorized to return such Item unless otherwise agreed by the Bank and the Customer.
- 2.4.3 Without prejudice to the Account Terms and other terms herein, the Bank shall not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item where:
- the Customer fails to provide the Issuance Information in the manner as required by the Bank;
 - the Item is below the Threshold Amount; or

- c) the Item is presented to the Bank over the counter of the branches of the Bank or other banks.

2.4.4 In addition to section 2.4.1 above, Payee Verification Service is subject to the following conditions:

- a) the Customer must also be receiving Positive Pay Service in connection with the same Account;
- b) the availability of Payee Verification Service is subject to the information available from the relevant clearing system or third party in relation to the clearing of the Item; and
- c) the Issuance Information provided shall include the payee name and the Bank is authorized to compare such information against the payee lines in the name/address block identified on the Item presented as provided for in the Bank's set-up requirements and will otherwise be limited to those parameters specifically agreed to by the Customer and the Bank.

2.5 Government Related/Statutory Electronic Payment Service

2.5.1 By requesting for the Government Related/Statutory Electronic Payment Service, the Customer agrees that:

- a) such Service is conditional upon the Customer's compliance with the procedures as required by the Bank and the relevant local government, tax or customs authorities (collectively, "**Government Related Authorities**") to provide the Instructions or other relevant information within the required time;
- b) without prejudice to section 1.5 above, the Customer shall confirm the information sent by the Bank in relation to the transfer of funds under the service and/or inform the Bank of any mistake or irregularity promptly upon request by the Bank;
- c) the Bank is authorized to debit the local Account of the Customer with the applicable amount (as confirmed by the Government Related Authorities and the Customer) for settling electronic payments to such authority; and
- d) the Customer shall maintain sufficient funds at the relevant Account to settle the electronic payment to the Government Related Authority unless the Bank has notified to the Customer in advance that an overdraft will be permitted for such payment.

2.5.2 Without prejudice to the Account Terms,

- a) the Bank's sole obligation under the Government Related/Statutory Electronic Payment Service is to process the transfer of funds from the Customer's Account to the relevant Government Related Authority in accordance with the Account Terms and these Service Terms. The Bank shall not be required to submit any payment form, payment receipt, or any evidence on behalf of the Government Related Authority to the Customer or vice versa; and
- b) the Customer shall indemnify and hold the Bank harmless against any loss or damage suffered by the Bank, including the Bank's officers, employees, agents and service providers arising out of or in connection with any late or delayed payment of taxes by the Customer including any late payment penalties that may be imposed on the Bank by the Government Related Authority.

2.5.3 For the avoidance of doubt, nothing in the provisions of the Government Related/Statutory Electronic Service is to be treated as creating an agency arrangement between the Customer and the Bank, and the Customer acknowledges that the Bank is not in any way acting as an agent of the Customer in providing the Government Related/Statutory Electronic Service.

2.6 Manual Instructions

2.6.1 By providing manual Instructions to the Bank, the Customer acknowledges that the Bank has recommended that the Customer initiates Instructions via SWIFT or the Bank's electronic banking product(s). Although the Bank has recommended the electronic channels, the Customer declines or is unable to use such initiation method exclusively, and thus requests the use of the manual initiation, such as facsimile transmission, mail/ courier, or email, subject to pre-agreement by the Bank.

2.6.2 Without prejudice to the Account Terms, the Customer shall indemnify and hold the Bank, and its agent, employees, officers, and directors, harmless from or against any and all Losses resulting directly or indirectly from the Bank's execution of manual Instructions, including (i) any interception, disruption or error in relation to the manual initiation channels used by the Customer and (ii) any fraudulent acts committed in relation to the manual Instructions. Notwithstanding the foregoing, the Bank shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

3 Collections

3.1 Account Name Variation

If the Bank permits, the Customer may request and authorize the Bank to deposit an Item or credit certain amount in an Instruction into the specified Account in which the name of the beneficiary or payee ("**Alternative Name**") is different from the Account name of the Customer (each a "**Deposit in Alternative Name**"). By requesting the Bank to accept each Deposit in Alternative Name, the Customer agrees that:

- a) the acceptance is subject to full discretion of the Bank and the Bank may impose any condition to process such Deposit in Alternative Name from time to time, including confirmation from the Customer on any Alternative Name, the reasons for an Alternative Name and the time limit for the acceptance;
- b) the Customer represents and warrants that each Deposit in Alternative Name is intended for the Customer's benefit and the Customer is the ultimate beneficiary of the Deposit in Alternative Name;
- c) the Bank shall have no obligation to perform any verification or make any enquiry in crediting the relevant amount into the specified Account in reliance of the Customer's authorization;
- d) the Customer undertakes to notify the Bank in writing immediately of any change to or cessation of the use of Alternative Name by the Customer and the Customer's request and authorization on the Deposit in Alternative Name will continue in full force and effect until the

Bank actually receives written notice from the Customer and after the Bank has had a reasonable opportunity to act on the change or revocation; and

- e) the Bank shall not be responsible for any loss arising to the Customer for an Instruction regarding an Alternative Name and the Customer shall waive any claim, counter-claim, cause or right of action or proceedings, right of account or indemnity, whether at law or in equity in any jurisdiction arising from or in connection with any Deposit in Alternative Name.

3.2 Wholesale Physical Lockbox Service

The Bank may, from time to time and in some jurisdictions, offer Wholesale Physical Lockbox Service, in respect of which the Customer agrees:

- a) to open a lockbox (the "**Physical Lockbox**") with the Bank or a third party as agreed with the Bank, for persons that intend to make payment to the Customer via Items to deposit those Items and relevant information regarding those Items (which may include information such as invoice numbers, amounts, etc., collectively, "**Remittance Documents**") therein;
- b) to be solely responsible and liable to maintain (including by making payment of all fees and charges to the Bank or directly to such third party) the Physical Lockbox;
- c) to provide exclusive access to the Physical Lockbox to the Bank for periodic collection of Items and Remittance Documents;
- d) that the Bank will process the Items and credit proceeds to the Account(s) in the normal course, and provide information regarding the contents of complete and legible Remittance Documents to the Customer in such form and over such media as the Bank may choose, including scanned images thereof or reports on data contained therein, and that the Bank is not required to, thereafter, retain the original Remittance Documents; and
- e) that the Bank is not responsible for the condition of the Remittance Documents received by the Bank or the quality, completeness or correctness of the images or reports created therefrom, and assumes no liability for any matter, including any merchandise received through the Physical Lockbox which is not a depositable Item or Remittance Document, including cash.

3.3 Direct Debit Service

- 3.3.1 The Direct Debit Service provides a system between participating financial institutions on a domestic network (including a bilateral network comprising an electronic link between the Bank and another financial institution) for high volume, low value, non-urgent electronic funds transfer.
- 3.3.2 In the case of inward direct debit transactions, the Customer's Account is debited by a third party through other banks on the payment network with the Instruction by the Customer or by a third party with the authorization of the Customer. In the case of outward Direct Debit transactions, the Customer gives Instructions to the Bank to debit third party accounts with other banks or with the Bank on the payment network.
- 3.3.3 All transaction amounts to be processed under the Direct Debit Service must be within any applicable debit limit as authorized by the Bank.

3.4 Receivables Online Service

- 3.4.1 The Customer may request for Receivables Online Service from the Bank to assist the Customer in its account reconciliation process. By requesting for the Receivables Online Service, the Customer agrees that:
 - a) the Customer will be granted access and authority to use a module available through the JPMorgan Chase Client electronic platform which is aimed at facilitating account reconciliation processes (the "**RO Module**");
 - b) the Customer shall upload the information relating to its expected remittances in a format and manner pre-agreed with the Bank to the RO Module;
 - c) a report will be generated by the RO Module and transmitted to the Customer via agreed channels based on the remittance information provided by the Customer and the actual remittances into the Customer's Account(s) ("**RO Report**"); and
 - d) the Customer will be granted authority to edit the RO Report.
- 3.4.2 The Customer agrees that Receivables Online Service is subject to the conditions that:
 - a) the Account(s) of the Customer must be subject to the JPMorgan Chase Client Access Service and the relevant service terms (including the Jurisdiction Specific Provisions Exhibit thereto) governing the provision of JPMorgan Chase Client Access Service ("**Access Service Terms**");
 - b) the Customer shall remain solely responsible to conduct verification of the RO Report and may only rely on the RO Report at its own risks;
 - c) the Customer shall remain solely responsible for its account reconciliation and acknowledge that the Receivables Online Service is only aimed at facilitating its account reconciliation process but not a replacement of such process;
 - d) the Customer shall comply with the Account Terms and the Access Service Terms applicable to the relevant Account(s) and remittances;
 - e) any software used in relation to the Receivables Online Service is proprietary to the Bank and/or its third parties licensor(s); and
 - f) it will be automatically terminated if the Customer's Account subject to the Receivables Online Service or the JPMorgan Chase Client Access Service is terminated for any reason.

3.4.3 The provisions of the Access Service Terms (including the Jurisdiction Specific Provisions Exhibit thereto) between the Customer and the Bank in respect of governing law and dispute resolutions shall apply to this Receivables Online Service as if they were respectively set out in full as section 3.4.4 of these Service Terms.

3.5 Virtual Reference Service / Receivables Reference Service

3.5.1 The Customer may request for Virtual Reference Service or Receivables Reference Service from the Bank to assist the Customer in its account reconciliation process. By requesting for the Virtual Reference Service or Receivables Reference Service (collectively the "**Reference Number Services**"), the Customer agrees that:

- a) the Customer will specify one or more of its Accounts to be associated with certain data reference identification numbers (each a "**Reference Number**") to track incoming electronic payments;
- b) the Customer shall be solely responsible for assigning and disseminating to its own clients and/or any other parties who may make payments to it (together, the "**Third Party Payers**") the Reference Numbers;
- c) the Customer shall assign and disseminate to the Third Party Payers the Reference Number only for the purpose of tracking and reconciling payments made or to be made to it electronically;
- d) the Bank may conduct such screenings and checks for each transaction as the Bank may deem necessary or appropriate; and
- e) in accepting funds transfer instructions where the Customer is the beneficiary issued in a currency other than the currency of the Account(s) associated with the Reference Number, the Bank may, subject to applicable laws, rules and regulations, convert the funds to the currency of the Account designated by the Customer. Any such conversion will be undertaken in accordance with the relevant provisions under the Account Terms.

3.5.2 In relation to the Reference Number, the Customer acknowledges and agrees that:

- a) any Reference Number is not an account number;
- b) it shall advise the Third Party Payers that the Reference Number is not an account number but only a number to enable the Customer to track and reconcile the payments from a Third Party Payer;
- c) the Customer will not receive a separate account statement for the Reference Number;
- d) the Bank may only be able to provide a limited amount of Reference Number to the Customer; and
- e) the Reference Number is to be used for incoming electronic credits owned by the Customer only.

3.5.3 The Customer agrees that the Reference Number Services are subject to the conditions that:

- a) unless requested by the Bank, any information the Customer provides to the Bank will not contain information pertaining to the Third Party Payers;
- b) in the event that the Customer, at the Bank's request, provides to the Bank any information in connection with any Third Party Payer, the Customer shall obtain such Third Party Payer's consent to the provision of its information to the Bank and shall provide the Bank with the evidence of such consent upon request by the Bank;
- c) the Bank is providing the Reference Number Services solely to the Customer and not to any other parties;
- d) no relationship, contractual or otherwise is intended or created between the Bank and any Third Party Payer nor shall the Bank act as an agent, trustee, or in any other fiduciary capacity of the Customer or the Third Party Payer;
- e) the Customer shall not provide the Reference Number Services to its own clients and/or any other parties; and
- f) the Customer shall not make any representations regarding the Reference Number Services that are false or misleading or in any way inconsistent with these Service Terms nor shall it make any representations on behalf of the Bank.

3.5.4 The Customer represents and warrants to the Bank that:

- a) the Customer is the sole owner of each Account associated with the Reference Number Services and the funds contained therein;
- b) no other party, directly or indirectly, controls, manages or directs any Account;
- c) the Customer; shall, at all times, act in accordance with applicable laws and regulations and it will retain all documentation and approvals as necessary to support its utilisation of the Reference Number Services in accordance with the terms herein ; and
- d) without prejudice to the Account Terms, the Customer shall indemnify and hold the Bank, and its agent, employees, officers and directors, harmless from or against any and all claims, damages, judgments, liabilities, losses, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's failure to provide a valid and correct Virtual Reference to its Third Party Payer or the Third Party Payer's failure to quote a valid and correct Virtual Reference assigned to it by the Customer when making payments into the Account.

3.5.5 In relation to the Receivables Reference Service only, the Customer is subject to the additional conditions that:

- a) the Customer is approved by the Bank to open the Account with payment factory structure and has signed the relevant payment factory agreement as required by the Bank;
- b) the Customer shall be solely responsible for assigning and disseminating the Reference Numbers to the affiliates within its payment factory structure approved by the Bank; and

- c) the Customer further represents that the agreement by the Customer of the terms for Receivables Reference Service, the performance of the Customer of its obligations hereunder and its utilization of the Receivables Reference Service do not conflict with any agreement between the Customer and any party (including the Third Party Payers or its affiliates) relating to the use of Receivables Reference Service.

3.5.6 The Bank may at its discretion from time to time waive compliance by the Customer of certain conditions or representations and warranties under this section 3.5.

3.6 Electronic Draft/Check Collection Service

The Customer may request for the Electronic Draft/Check Collection Service from the Bank to assist in collecting electronic drafts/checks for deposits into the Account. By requesting for the Electronic Draft/Check Collection Service, the Customer agrees that:

- a) the electronic drafts/checks may be addressed to the Customer or endorsed by a third party to the Customer; and
- b) for the avoidance of doubt, electronic drafts/checks collected shall be an Item as defined in the Account Terms.

3.7 Invoice Reconciliation Solution

The Customer may request for the Invoice Reconciliation Solution from the Bank to assist the Customer in its account reconciliation process by matching certain remitters' details. By requesting for the Invoice Reconciliation Solution, the Customer agrees and acknowledges that:

- a) the Bank will accept and rely on all information provided by the Customer (including contact details of the remitters) and the remitters (as provided by the Customer) on an 'as is, where is' basis. All such information shall be the sole responsibility of the Customer and subject to section 1.5 of these Service Terms;
- b) the Bank will not verify the capacity and authority of the remitter's representative (to whose email id the email is sent) to confirm the matching of the received amount with the invoice mentioned therein and does not undertake any responsibility or liability in relation to the same;
- c) the Customer shall be responsible to inform its remitters of the Invoice Reconciliation Solution availed by the Customer and the electronic mails to be received by them from the Bank from time to time. The Customer undertakes to inform its remitters as to the nature of the responses to be sent by them to the Bank and to obtain any consents or authorisations from its remitters, if required, for sharing their details with the Bank;
- d) if for any reason the statement of the receivables sent by the Customer cannot be uploaded to the Bank's system performing the Invoice Reconciliation Solution ("**Invoice Reconciliation System**") or if there is any error while uploading, a notification will be sent to the Customer and the Customer shall be responsible to monitor such notifications and address any such issues;
- e) for each invoice, the Bank will send an email to the relevant remitter only once and will rely only on the first response provided by a remitter and disregard any subsequent response. If the remitter does not respond to an email from the Bank or if there is any failed delivery or if there is an incorrect response or a response that cannot be recognized by Invoice Reconciliation System, the data will not be matched and the Bank does not undertake any liability or responsibility in relation to the same;
- f) the Bank shall provide the invoice reconciliation report ("**IR Report**") containing the details of the matched invoices and discrepancies, if any, to the Customer by an automated email at periodic intervals as may be agreed between the Bank and the Customer. The IR Report shall be an automated report through the Invoice Reconciliation System and the Bank shall not be liable to verify the content of the IR Report. The Customer acknowledges that any matching of the invoices indicated in the IR Report is solely dependent on the responses received from the remitters of the Customer;
- g) the Customer shall remain solely responsible for its account reconciliation and acknowledges that the Invoice Reconciliation Solution is only aimed at facilitating its account reconciliation process and not a replacement of such process. The Customer shall remain solely responsible to conduct verification of the IR Report and may only rely on the IR Report at its own risk; and
- h) any software used in relation to the Invoice Reconciliation Solution is proprietary to the Bank and/or its third parties licensor(s).

4. Ancillary Services

4.1 Cash and Check Delivery and Collection Service

4.1.1 The Bank may offer cash collection service through designated branches or other partner banks where the deposits amount may not be verified immediately at the spot of collection. The Customer agrees that the cash deposits amount collected which are not verified immediately are subject to count by the Bank and/or the designated partner bank. If the amount indicated on the receipt ticket provided by the Customer differs from that of the Bank's and/or the designated partner bank's later cash count, the Bank's and/or the designated partner bank's count shall be final and conclusive, save in the case of manifest error.

4.1.2 The Bank may choose to collect cash/checks/drafts drawn in favour of the Customer by arranging a courier for pick-up and delivery, in the manner as determined by the Bank and agreed with the Customer.

4.1.3 By requesting a courier for the Cash and Check Delivery and Collection Service offered by the Bank, the Customer agrees that:

- a) the Bank is authorized to select and appoint courier(s), or to procure a third party to select and appoint courier(s) to pick up and deliver the cash/checks/drafts, and the Bank will notify the Customer of any subsequent replacement of the courier;

- b) the Bank is authorized to arrange with the appointed courier to pick up or deliver the cash/checks/drafts, or hand back the rejected checks/drafts in such location(s) and according to such schedule(s) as agreed with the Customer in writing;
- c) the Customer instructs the Bank to credit and deposit the cash/checks/drafts received from the appointed courier into the Customer's specified account or accounts in accordance with the schedule agreed with the Customer and subject to the Account Terms;
- d) the Customer is responsible for making available the cash/checks/drafts at the agreed locations and by the agreed time for collection and delivery, and sealing each package of cash/checks/drafts in bags together with the appropriate bank-in slip prior to collection. In the event any such package shows any evidence of tampering (or is not contained in a bag pre-supplied by the appointed courier or the Bank), the Bank may refuse to accept such damaged or irregular package;
- e) the Customer shall maintain detailed records (the "**Records**") of each check/draft made available for the Cash and Check Delivery and Collection Service, including the amount and the serial number. The Records may consist of detailed check/draft deposit listing, photocopies of deposit slips or photocopies of the checks/drafts picked up or any such proof (providing reasonable evidence) of checks/drafts made available for the Cash and Check Delivery and Collection Service and the details thereto;
- f) the Customer shall promptly provide such Records to the Bank upon the Bank's request and acknowledges that if no Records are maintained with regard to checks/drafts that have been picked up by the Bank, the Bank will be unable to facilitate reconstruction or collection in case of loss, theft or misplacement of the checks/drafts. The Customer agrees to indemnify and hold the Bank harmless from any claims in such instance; and
- g) the arrangement of the courier by the Bank or the third party under the Cash and Check Delivery and Collection Service is at the risk of the Customer and the Bank shall only be liable in accordance with the Account Terms. The Bank shall bear no liability to the Customer for the failure of a relevant package to be collected or delivered (as the case may be) by the courier once the courier is on course to perform the Cash and Check Delivery and Collection Service. For the avoidance of doubt, the Customer acknowledges and accepts that the Bank is irrevocably and unconditionally released and discharged from such claims.

The Customer acknowledges that by signing the application form for the Service Terms ("**Application Form**"), it is bound by these Service Terms. Each payment and collection service pursuant to the Application Form is subject to the Account Documentation.

JURISDICTIONS SPECIFIC PROVISIONS EXHIBIT

Australia

1. Wholesale Lockbox Service

In addition to the terms applicable to Wholesale Physical Lockbox Service as set-out in section 3.2, the following terms shall apply in respect of Wholesale Lockbox Service in Australia:

- a) The Physical Lockbox will be opened by the Customer with Australia Post, and the term 'Remittance Documents' shall include information about all Items received by the Bank (whether through the Physical Lockbox or otherwise) and electronic payments for the credit of the Account/s;
- b) The Wholesale Lockbox Service shall be restricted to Items and payments in Australian Dollars that are payable by or received from banks in Australia;
- c) **Electronic Lockbox.** The Bank will, from time to time, provide to the Customer an electronic mail address and/or a facsimile number. The Bank and the Customer may mutually agree certain unique identifying information. The Customer may provide information regarding the electronic mail address, the facsimile number and any agreed unique identifier/s to persons that intend to make payment/s to the Customer electronically or via Items, including Items deposited in the Physical Lockbox. The Bank will periodically monitor receipt by it of electronic mail or facsimile for information regarding payments for the credit of the Account/s and the underlying obligation to pay the Customer, such as invoice numbers and amounts, etc., along with any agreed unique identifier/s, or relevant information regarding Items deposited in the Physical Lockbox or electronic transfers for credit to the Account/s (collectively, "**Remittance einformation**");
- d) **Remittance Documents, Remittance einformation and Association.** Scanned images of the Remittance Documents shall be made available to the Customer on the Bank's electronic banking platform. The Customer shall promptly review the images and notify the Bank of any images that are not clear. The Bank will also manually extract relevant information available in the Remittance Documents and the Remittance einformation, which shall be systemically mapped and associated with Items and/or electronic transfers to the Accounts. The Customer is aware and acknowledges that such association is based on system logic and where any information differs from the contents of Items or payments received, including by reason of errors during extraction of the information, association will not occur or may be incorrect. The Customer agrees that the Bank shall have no responsibility to ensure such association is complete and/or correct, or that association can be made, and shall not be liable therefor.

2. New Payments Platform (NPP)

The following terms ("**NPP Terms**") shall apply to and regulate the Customer's use of the NPP Service offered by the Bank:

- a) The NPP Service allows the Customer to:
 - (1) Transfer funds from a Customer's Account to a bank account maintained by a beneficiary at an NPP Participant by identifying the beneficiary's account details or the beneficiary's PayID ("**NPP Funds Transfer**");
 - (2) Link a Customer's Account ("**Designated Account**") to a Customer's Identifier, creating a Customer's PayID ("**PayID Registration**"); and/or
 - (3) Receive funds transfers through NPP for credit in a Customer's Account, where the Customer is the intended beneficiary of such funds transfers (for the avoidance of doubt, a payer using NPP-related services offered by an NPP Participant may be able to use either the Customer's PayID to identify the Customer's Designated Account or a Customer's Account details) ("**NPP Collection**").
- b) The Customer agrees and acknowledges that the NPP Service is subject to the NPP Rules and the Osko Rules, as applicable.
- c) The Bank may provide the NPP Service through a third-party correspondent bank as may be notified by the Bank to the Customer from time to time ("**Correspondent Bank**"), and such a Correspondent Bank may not be an affiliate or subsidiary of the Bank. By accepting these NPP Terms, the Customer consents to the engagement by the Bank of the Correspondent Bank on such terms as may be agreed between the Bank and the Correspondent Bank from time to time.
- d) **NPP Funds Transfers**
 - (1) The Customer may issue an Instruction for an NPP Funds Transfer by providing the beneficiary's account details or the beneficiary's PayID to the Bank, by any means acceptable to the Bank. In the latter case, the Bank will verify the registration of the beneficiary's PayID in the NPP Addressing Database; and if there is a valid registration, the Bank will make the beneficiary's name visible to the Customer either after (in any Account Statement) or before an Instruction for an NPP Funds Transfer is processed and transmitted, at the Bank's discretion.
 - (2) If the Bank decides to make the beneficiary's name visible to the Customer before an Instruction for an NPP Funds Transfer is processed and transmitted ("**PayID Lookup**"), then the Customer will be responsible for ensuring that, prior to confirming the respective Instruction, such beneficiary's name matches the intended beneficiary of the Instruction for an NPP Funds Transfer.
 - (3) The Customer acknowledges and agrees that an NPP Funds Transfer may be processed using Osko and shall be subject to a maximum value per individual NPP Funds Transfer, as may be advised by the Bank to the Customer from time to time.

(4) The Bank will notify the Customer on the status of each successful, failed or rejected Instruction for an NPP Funds Transfer within such time and in the manner as may be determined by the Bank from time to time.

(5) The Bank will not be required to verify that any name registered in the NPP Addressing Database matches the intended beneficiary of any Instruction for an NPP Funds Transfer. Any Instruction for an NPP Funds Transfer that has been confirmed by the Customer in accordance with section 2.d)(2) above will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to such Instruction.

(6) The Customer shall only make a PayID Lookup for the purpose of immediate initiation of an NPP Funds Transfer, and the Customer shall not store any third party PayID for the purpose of initiation of an NPP Funds Transfer on a future date.

(7) As may be advised by the Bank to the Customer from time to time, the Customer will only be able to make a limited number of PayID Lookups before actually confirming an Instruction for an NPP Funds Transfer, and in case of any breach or any inappropriate, fraudulent or suspicious use by the Customer (in the Bank's opinion), the Bank may suspend or discontinue the Customer's use of the NPP Service without further notice.

e) PayID Registration

(1) The Customer may provide the Bank with a Customer's Identifier so that it may be linked to a Designated Account, creating the Customer's PayID.

(2) The Customer may link more than one (1) of its Identifiers to the same Designated Account; however, the Customer shall not link a particular Identifier to multiple Accounts or to an account held with a third party NPP Participant.

(3) The Customer may change or delink its Identifier which is linked to a Designated Account. The Bank will require a reasonable opportunity to act on any such request.

(4) The Customer's Identifier which is linked to a Designated Account may be suspended or deregistered by the Bank in the following circumstances: (a) the Customer intends to link such an Identifier to an account held with a third party NPP Participant; (b) the Customer has changed such Identifier; (c) the Designated Account that is linked to the Customer's Identifier has been closed; (d) after a period of inactivity; (e) the Bank identifies or reasonably suspects any suspicious activity or fraud in relation to the use of the Customer's Identifier and/or PayID; and/or (f) in the Bank's reasonable discretion. A confirmation of the suspension or deregistration, as applicable, will be provided by the Bank to the Customer within such time and in the manner as determined by the Bank.

(5) The Customer represents and warrants to the Bank that, at all times during the term of these NPP Terms and for the purposes of the PayID Registration: (a) the Customer is the true holder of the Identifier that is provided to the Bank; (b) such Identifier is current, accurate and complete; and (c) where applicable, the Customer's PayID reasonably and accurately represents the legal entity name of the Customer. The Customer will notify the Bank as soon as practicable if there is any change to the Identifier that was previously provided to the Bank.

(6) The Customer acknowledges and agrees that: (a) any NPP Participant may perform a PayID Lookup of the Customer's PayID for the purpose of verifying and/or identifying the Customer's legal entity name as part of NPP-related services; (b) the NPP Addressing Database is hosted and managed by the NPP Operator, outside the Bank's systems; and (c) the Bank is authorized to rely on any information received from the Customer for the purposes of the PayID Registration.

f) NPP Collection

(1) A payer using NPP-related services offered by an NPP Participant may be able to effect a funds transfer through NPP using either the Customer's PayID (to identify the Customer's Designated Account) or a Customer's Account details, and the Customer may then receive such funds transfer for credit in the Customer's Designated Account or Account, as applicable.

(2) The Customer agrees and acknowledges that keeping the Customer's PayID and Designated Account up-to-date is critical for avoiding any erroneous NPP Collections where the Customer is the intended beneficiary of a funds transfer effected through NPP.

g) With respect to the Customer's Identifier, PayID and any other applicable information (including any personal information), the Customer consents to their collection, storage and use by and/or their disclosure to: (1) the NPP Operator, the Osko Operator (including any of its service providers), SWIFT, the RBA, the Correspondent Bank and/or any NPP Participant for the purposes of the NPP Service and/or as may be prescribed by the NPP Rules and/or the Osko Rules; (2) any NPP Participant's customer that intends to make a funds transfer through NPP where the Customer is the intended beneficiary; (3) the Bank's agents; and/or (4) any regulatory bodies, government agencies and law enforcement bodies. This consent shall survive the termination of these NPP Terms.

h) Without prejudice to any limitation of liability under the Account Terms or the Service Terms, neither the Bank, nor the NPP Operator or the Osko Operator will be liable to the Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the NPP Service arising from: (1) the Customer's negligence, misconduct or breach of any of these NPP Terms; (2) the Customer's failure to maintain an up-to-date PayID; (3) the Customer's failure to provide an accurate Identifier to the Bank; (4) the Bank's compliance with any Instruction for an NPP Funds Transfer issued by the Customer (including in case of any errors in the Instruction issued and/or confirmed by the Customer, such as an erroneous PayID or beneficiary's details); (5) any misuse or any purported or fraudulent use of the Customer's PayID, including instances where online fraud is perpetrated by way of any Malware; (6) any disclosure of any information which the Customer has consented in accordance with section 2.g) above or where any collection, use or disclosure of information is permitted or required to be disclosed under

applicable law; (7) any (a) failure, (b) delay, (c) error or (d) non-transmission of information, which is due to any system maintenance, breakdown or non-availability of any network, software or hardware of the Bank, the NPP Operator, the Osko Operator, SWIFT, the RBA and/or the Correspondent Bank; or (8) the suspension, termination or discontinuance of the Customer's use of the NPP Service. This limitation of liability shall survive the termination of the Service Terms.

- i) Without prejudice to any indemnity under the Account Terms or Service Terms, the Customer will indemnify, defend and hold the Bank, its agents, employees, officers and directors harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses, whether foreseeable or not, resulting from or arising in connection with: (1) any fault, act or omission by the Customer (including but not limited to the Customer's negligence, misconduct or breach of any of these NPP Terms); (2) the Bank's compliance with any Instruction for an NPP Funds Transfer issued by the Customer; and/or (3) any indemnity or undertaking given by the Bank to the NPP Operator, the Osko Operator, the RBA, the Correspondent Bank and/or any NPP Participant in connection with the NPP Service. This indemnity obligation shall survive the termination of the Service Terms.
- j) The Bank may, for any reason, at any time and without prior notice, suspend the Customer's use of the NPP Service or terminate the NPP Terms.
- k) Any amendments or supplements to these NPP Terms that are required by law, regulation, the NPP Rules and/or the Osko Rules may be implemented immediately or as required by that law, regulation, NPP Rule and/or Osko Rule, as applicable.
- l) As used in these NPP Terms, the following terms shall have the meaning ascribed hereto:
- **"Correspondent Bank"** as defined in section 2.c) above.
 - **"Designated Account"** as defined in section 2.a) above.
 - **"Identifier"** means any identifier of an account holder as may be supported by the NPP Operator from time to time.
 - **"Malware"** means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilize computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
 - **"NPP"** means the New Payments Platform, a payment system in Australia operated by the NPP Operator.
 - **"NPP Addressing Database"** means the central addressing depository of PayIDs, which has been established by the NPP Operator.
 - **"NPP Collection"** as defined in section 2.a) above.
 - **"NPP Funds Transfer"** as defined in section 2.a) above.
 - **"NPP Operator"** means NPP Australia Limited or any other person which takes over the operation of NPP.
 - **"NPP Participant"** means any bank or financial institution that is a member of NPP.
 - **"NPP Rules"** means any rules, guidelines and procedures imposed by the NPP Operator from time to time with respect to NPP.
 - **"NPP Service"** means the NPP service offered by the Bank, which consists of the NPP Funds Transfers, the PayID Registration and/or the NPP Collection.
 - **"NPP Terms"** as defined in the first paragraph of section 2 above.
 - **"Osko"** means the Osko payment service provided by the Osko Operator which allows the processing of faster funds transfers through NPP.
 - **"Osko Operator"** means BPAY Pty Ltd or any other person which takes over the operation of Osko.
 - **"Osko Rules"** means any rules, guidelines and procedures imposed by the Osko Operator from time to time with respect to Osko.
 - **"PayID"** means an Identifier which is linked, through PayID Registration, to an account held by an NPP Participant's customer.
 - **"PayID Lookup"** means a functionality which displays the name of an NPP Participant's customer who has previously created a PayID.
 - **"PayID Registration"** as defined in section 2.a) above.
 - **"RBA"** means the Reserve Bank of Australia.
 - **"SWIFT"** means S.W.I.F.T. Domestic Australia Pty Limited.

People's Republic of China ("PRC")

1. Electronic Draft/Check Collection Service

- a) The Customer agrees that all operations and actions in relation to the electronic drafts/checks, including but not limited to the collection, endorsement, payment and claims against the electronic drafts/checks (the "**Electronic Draft/Check Collection Service**") shall be conducted by the Bank through the designated system owned and developed by the People's Bank of China (the "**PBOC System**"), and in accordance with laws, regulations and rules relating to electronic drafts.
- b) The Customer acknowledges that the PBOC System is a system maintained and managed by a third party and the Customer agrees that the use of the PBOC System for the Electronic Draft/Check Collection Service shall be subject to the liability and indemnity provisions as set out in sections 1.6 and 1.7 of these Service Terms.
- c) The Customer agrees that all information in relation to the Electronic Draft/Check Collection Service shall be processed and stored in the PBOC System and the Bank may rely on the information and record originated or provided by the PBOC System as conclusive evidence.
- d) The Customer acknowledges and confirms that the security device provided by the Bank will be taken as its electronic signature in its conduct of the Electronic Draft/Check Collection Service. Security device will be used by the Bank to identify and authenticate the Customer and the electronic signature shall be the sole proof of the identification of the Customer in its conduct of the Electronic Draft/Check Collection Service. Any operation conducted in the PBOC System by using the security device shall be deemed as an operation conducted by the Customer and shall bind upon the Customer. The security device includes but not limited to user ID, token, dynamic password and other digital safety certification agreed by the Bank. The use of such security device shall be subject to the relevant Client Access® Service Terms.
- e) The Customer agrees that it shall safe keep the security device and all information relating to Electronic Draft/Checks Collection Service. If any loss is suffered by the Customer, the Bank or any third party as a result of the Customer's failure to keep safe its security device or other information in relation to the Electronic Draft/Check Collection Service, the Customer agrees to indemnify the party suffering the loss in full.
- f) The Customer authorizes the Bank to respond, receive, reject or otherwise process electronic drafts/checks requests addressed to the Customer in the PBOC System in the name and on behalf of the Customer.
- g) The Customer may, with the assistance of the Bank or through the Bank's system, make inquiry to its electronic draft/check related information in the PBOC System. The Customer acknowledges that the Bank will only be responsible for forwarding the information provided by the PBOC System. The Customer agrees that the Bank will not be liable for the authenticity, completeness and accuracy of the information provided by the PBOC System. If the Customer has any objection to the information provided by the PBOC System, the Customer shall submit a written application to the People's Bank of China for further inquiry.
- h) Any request sent to the Bank shall be effective only when actually received by the Bank. If the request is received by the Bank after the business hours of PBOC System, the Bank will forward such request to PBOC System during its next business hours.
- i) The Bank may terminate or suspend the Electronic Draft/Checks Collection Service immediately if the Customer has abnormal operations or the Customer breaches any term or condition contained herein, or the Bank determines, in its sole opinion, that providing access to the Electronic Draft/Checks Collection Service would violate any applicable law or regulation or the order of any court or regulatory authority or there are other matters which in the sole discretion of the Bank that it is necessary to terminate or suspend the Electronic Draft/Check Collection Service.

3. Additional terms for Merchant Trade Foreign Currency Payment and Collection

In relation to payments and collections processed by the Bank against acceptance of electronic form of supporting documents submitted to the Bank by the Customer via secured email, Bank's secure electronic channels or any other channel acceptable to the Bank ("**Electronic Services**"), the Customer represents, warrants and undertakes the following:

- (i) The provision of the Electronic Services is at the sole discretion of the Bank and the Bank may at any time, suspend, change or terminate the Electronic Services and request the original supporting documents to be provided before any payment;
- (ii) The Bank may, but is not obligated to check the original supporting documents from time to time and the Customer will provide the original supporting documents and/or information upon the Bank's request at any time. All electronic form of supporting documents shall be transmitted to the address and drawn to the attention of Bank officers as designated by the Bank from time to time;
- (iii) The Customer will not abuse the Electronic Services in any form, including using the same supporting documents and/or information for duplicated settlement with the Bank or any other entities and it will make clear indication and marks on the original and electronic supporting documents for the amount settled under the documents and will take other necessary measures to avoid duplicated settlement under the same supporting documents and/or information; and
- (iv) The Company will retain all original supporting documents and the corresponding electronic documents/information for at least 5 years or a longer retention period as required by applicable Rules.

India

1. Checks

- a) The Bank shall provide the Customer with a cheque-book for the Customer to draw checks ("**Checks**") on the account/s of the Customer with the Bank and/or at the discretion of the Bank on the account/s of the Bank held with one or more banks in India ("**Drawee Bank/s**"). In case the Bank grants the Customer the facility to draw Checks on the Drawee Bank/s, then the Bank at its sole discretion, shall designate a revolving, aggregate, amount ("**Maximum Payment Amount**") up to which it will honour Checks presented for payment to the Drawee Bank/s. This section will also cover corporate checks initiated by the client through JPMorgan Client Access Service, the electronic banking platform of the Bank.
- b) The Customer agrees that the Checks are "Items" under the Account Terms and subject to the Account Terms and these Service Terms. The Customer shall notify the Bank of any change or modification of the list of Authorized Persons at least 7 (seven) banking business days prior to the date on which such change is to take effect. It is expressly clarified that such change will be effective, as against the Bank only after the expiry of the said period and the Bank will be entitled to act on the basis of the prior Authorised Person information till the earlier of (i) expiry of the said period, or (ii) when the change is effected. The Bank will not be responsible in the event of failure or delay by the Customer in furnishing timely or correct information of the changes or modifications of its list of Authorized Persons.
- c) The Customer agrees and confirms that it shall not draw Check/s if such Check/s, when aggregated with all Checks drawn but not presented for payment, is equal to or greater than the Maximum Payment Amount, as informed by the Bank to the Customer from time to time. If any Cheque is presented for payment, and the amount to be paid is in excess of the Maximum Payment Amount, the Customer agrees and acknowledges that the Bank is authorised to return those checks unpaid, including with the reason for return being 'Exceeds Arrangement'.

2. Direct Debit and Direct Credit

Where a complaint or dispute is in relation to any transaction direct debit or direct credit carried out through the clearing house involving a third party/another member of the clearing house, such complaint or dispute shall be dealt with in accordance with the dispute management provisions stipulated by the clearing house from time to time.

3. Online Bill Payments

The Customer in choosing to avail payments of its service bills, fees or any other dues ("**Bills**") through this Service provided by the Bank, acknowledge and accept that:

- (i) the act of crediting the Customer's funds into the relevant service provider ("**Beneficiary**") account/s is the responsibility of the payment intermediary designated and appointed by such service provider ("**Intermediary**") and the Bank shall have no oversight or control over the said act of the Intermediary;
- (ii) the Bank will transfer the funds collected from the Customer to the Intermediary on the immediately succeeding banking day or as per the cut-off timelines agreed between the Bank and the Intermediary in accordance with applicable regulations. The Customer shall ensure that the Instructions provided for these payments are complete, accurate and delivered to the Bank well in advance of the due dates under the relevant Bills; and
- (iii) without prejudice to the Account Terms, the Bank's sole obligation with respect to online bill payment services will be to transfer the amounts to the Intermediary and to provide a report of such payments made on behalf of the Customer to the Intermediary in accordance with the timelines agreed with the Intermediary. However, the Bank shall not be liable or responsible for any charges, fines or penalties incurred by the Customer on account of Customer's initiation of an Instruction after the due date or without factoring in the processing timelines for crediting the Beneficiary account or on account of a delay or failure on the part of the Intermediary to credit the funds to the Beneficiary.
- (iv) in the event the Beneficiary requires Customer registration prior to accepting payments for the Customer through the Intermediary, the Customer authorizes the Bank to share the relevant Customer details with the Intermediary to enable it to complete the registration with the Beneficiary.
- (v) In the event the Bank receives any billing information regarding the Customer from the Beneficiary, through the Intermediary, the Bank shall share such information with the Customer on an "as is" basis; and
- (vi) the Bank does not make any warranties about the continuous provision of this Service. The Bank relies on third party intermediaries to provide the services and the availability of such services are contingent upon the continuation of the existing arrangements between the Intermediaries and the Beneficiaries.

4. Government Related/Statutory Electronic Payment Service

Section 2.5.1 of the Service Terms shall stand replaced in its entirety with the following:

2.5.1 By requesting for the Government Related/Statutory Electronic Payment Service, the Customer agrees that:

- (i) such Service is conditional upon the Customer's compliance with the procedures as required by the Bank and the relevant local government, tax or customs authorities (collectively, "**Government Related Authorities**") to provide the Instructions or other relevant information within the required time;
- (ii) where necessary to do so, it shall provide to the Bank through such mode acceptable to the Bank, the required access credentials (including any updates thereto) for a Government Related Authority to enable the Bank to process the payments under these Service Terms;
- (iii) it shall provide to the Bank payment instructions prior to agreed daily cut-off : (i) copies of the invoices or demands ("**Invoices**") raised by Government Related Authorities through such medium acceptable to the Bank; and (ii) credit to such account/s designated by the Bank

("Designated Accounts") funds that are equivalent to the cumulative value of Invoices submitted to the Bank. For the avoidance of doubt, provision of Invoices as above shall be construed as an Instruction to make payments to the relevant Government Related Authority;

(iv) the Bank shall not be required to process any payments under this Service where the funds transferred to the Designated Accounts does not correspond with the value of Invoices and the Bank shall not be liable or responsible for any penalties or costs incurred by the Customer on account of the aforesaid discrepancy. The Bank shall be entitled but not obligated to highlight the above discrepancy to the Customer as it is the sole responsibility of Customer to ensure the transfer of sufficient funds to the Designated Accounts. For the avoidance of doubt, in the event there are multiple Invoices the Bank is not required or expected to process payments for any of those Invoices if the funds available in the Designated Accounts does not match the cumulative value of Invoices submitted.

Sub-section (a) under 2.5.2 of the Service Terms shall stand replaced with the following:

(a) the Bank's sole obligation under the Government Related/Statutory Electronic Payment Service is to process the transfer of funds from the Designated Accounts to the relevant Government Related Authority in accordance with the Invoices subject to the Account Terms and these Service Terms and is not required to do any diligence on the veracity of Invoices submitted to it;

5. Invoice Reconciliation Solution

Section 3.7 of the Service Terms shall stand replaced in its entirety with the following:

The Customer may request for the Invoice Reconciliation Solution from the Bank to assist the Customer in its account reconciliation process by matching certain remitters' details. By requesting for the Invoice Reconciliation Solution, the Customer agrees and acknowledges that:

- a. the Bank will accept and rely on all information provided by the Customer (including contact details of the remitters) and the remitters (as provided by the Customer) on an 'as is, where is' basis. All such information shall be the sole responsibility of the Customer and subject to section 1.5 of these Service Terms;
- b. the Bank will not verify the capacity and authority of the remitter's representative to receive the invoice information and provide responses thereto and does not undertake any responsibility or liability in relation to the same;
- c. the Customer shall be responsible to inform its remitters of the Invoice Reconciliation Solution availed by the Customer. The Customer undertakes to inform its remitters of the procedures with respect to the installation and use of software, the selection of invoices, modes of payments available to the remitters, the manner of making payments through the various modes for the Invoice Reconciliation Solution, and the nature of the responses to be sent by them to the Bank, and the Customer shall obtain the requisite direct debit authorisation document, and any other consents or authorisations from its remitters, as may be required, in relation to the Invoice Reconciliation Solution;
- d. if for any reason the statement of the receivables sent by the Customer cannot be uploaded to the system performing the Invoice Reconciliation Solution ("**Invoice Reconciliation System**") or if there is any error while uploading, a notification will be sent to the Customer and the Customer shall be responsible to monitor such notifications and address any such issues;
- e. the Bank will rely on the relevant remitter to select invoices. If the remitter does not select the invoices or if there is an incorrect response or a response that cannot be recognized by the Invoice Reconciliation System, the data will not be matched and the Bank does not undertake any liability or responsibility in relation to the same;
- f. the Customer acknowledges that the selected invoice information received by the Bank shall be the basis for the Bank to initiate an outward Direct Debit transaction to debit the remitter's bank account for the consolidated amount of the invoices selected notwithstanding anything to the contrary in section 3.3 of these Service Terms. Where remitters opt for payment via cheque deposit, the Customer acknowledges that reconciliation shall be subject to; (i) remitter depositing the cheque/s at the branches of the Bank or at branches of such other banks as are communicated by the Bank to the Customer from time to time in writing and thereafter communicated by the Customer to such remitters; and (ii) the remitter furnishing correct and complete details of the cheques, deposited in accordance with (i) above against selected invoice/s. The Customer acknowledges and agrees that the details provided by the Customer shall be the basis for the Bank to initiate a cheque collection. Alternatively, the Customer acknowledges that remitters shall be provided a Reference Number to be used for their electronic payments to the Customer's account with the Bank and subject to section 3.5 of these Service Terms;
- g. the Bank shall provide the invoice reconciliation report ("**IR Report**") containing the details of the matched invoices and discrepancies, if any, to the Customer by an automated email or host-to-host/file transfer channels at periodic intervals as may be agreed between the Bank and the Customer. The IR Report shall be an automated report through the Invoice Reconciliation System and the Bank shall not be liable to verify the content of the IR Report. The Customer acknowledges that any matching of the invoices indicated in the IR Report is solely dependent on the responses received from the remitters of the Customer;
- h. the Customer shall remain solely responsible for its account reconciliation and acknowledges that the Invoice Reconciliation Solution is only aimed at facilitating its account reconciliation process and not a replacement of such process. The Customer shall remain solely responsible to conduct verification of the IR Report and may only rely on the IR Report at its own risk. It is further agreed by the Customer that all queries and/or claims raised by any remitter with respect to the underlying invoices and payments shall be handled exclusively by the Customer and the Bank does not assume any responsibility or liability with respect to any such queries and/or claims;
- i. any software used in relation to the Invoice Reconciliation Solution is proprietary to the Bank and/or its third parties licensor(s); and
- j. in the event of any interruption to the provision of the Invoice Reconciliation Solution in the manner as specified above, the Bank will notify the Customer about the same and advise the Customer on alternate procedures, including the electronic-mail based

solution ("**E-mail Solution**") for the Invoice Reconciliation Solution. The Customer hereby acknowledges and accepts that the provision of the E-mail Solution shall be subject to these Service Terms.

6. Corporate Portability under NACH Direct Debit for pre-registered mandates

The Bank may allow the Customer to port to the Bank, the National Automated Clearing House ("**NACH**") mandates which are registered with another bank ("**Erstwhile Sponsor Bank**") through the corporate portability mechanism permitted by the National Payments Corporation of India ("**NPCI**"). Without prejudice to the applicability of section 3.3 above, if the Customer decides to avail the above portability option from the Bank, it hereby acknowledge and accept the following with respect to such portability: :

- a. the Customer shall provide to the Bank the physical mandate at the time of registration of mandate with the Bank.
- b. Where the Customer has not provided the physical mandates at the time of registration, the Bank may, but shall not be obliged to register the mandate basis the soft copy of the mandate or mandate information shared with the Bank in a form and manner acceptable to the Bank. The Customer hereby: (i) represents that it already has in place binding back-to-back contractual arrangements with the Erstwhile Sponsor Bank whereby the Erstwhile Sponsor Bank is bound to share the physical mandates with the Customer immediately upon demand; and (ii) undertakes that it shall ensure access to the Bank of the physical mandate as and when demanded by the Bank and in any event deliver to the Bank the physical mandate, not later than a period of thirty (30) days from the date of registration of the mandate with the Bank; and
- c. In the event the Customer fails to provide the physical mandates to the Bank, as aforesaid, the Bank shall be entitled to immediately suspend any transactions pursuant to the mandates without any liability for the consequences arising therefrom.

Indonesia

- 1. Governing Language.** These Service Terms are made in the Indonesian language and the English language. Both texts are equally original. In the event of any inconsistency or different interpretation between the Indonesian text and the English text, the English text shall solely prevail and the relevant Indonesian text shall be deemed to be automatically amended to conform with and to make the relevant Indonesian text consistent with the relevant English text.
- 2. Positive Pay Service and Payee Verification Service.** Where there is a Discrepancy and the Customer fails to timely inform the Bank about the Presentment Decision or fails to provide the required documents in relation to an Item as requested by the Bank, the Bank may be obligated by law to clear such Item.
- 3. Currency Law.** The parties fully understand and acknowledge: (a) the existence of the Law of the Republic of Indonesia No. 7 of 2011 regarding Currency (the "Law 7/2011") which requires all domestic commercial transactions to be settled in Indonesian Rupiah; and (b) the need for a government regulation as the implementing regulation of Law 7/2011. Notwithstanding the foregoing, and pursuant to Article 23(2) of Law 7/2011, the parties hereby agree that they may settle any monetary obligations under these Service Terms in USD/other foreign currency.

The parties further agree that: (a) the execution of these Service Terms shall not be deemed as a bad faith intention of the parties not to comply with Law 7/2011. Immediately after (i) the interpretation of Law 7/2011 becomes clear; or (ii) the government passes regulation which requires any amendments to these Service Terms, the parties hereby agree to promptly make such amendments to satisfy and be in full compliance with Law 7/2011; and (b) no claim shall be brought against either party on the basis of non-compliance with Law 7/2011.
- 4. Government Related/Statutory Electronic Payment Service.** The following terms shall apply:
 - a) notwithstanding section 2.5.2, the Bank is authorized to submit the tax filing information provided by the Customer to the relevant Government Related Authority for facilitating payment settlement; and
 - b) Without prejudice to the Client Access Service Terms applicable to the use of the electronic platform, the Security Administrator as defined under the Client Access Service Terms shall have the responsibilities to select the service options and to designate individuals to receive notifications, and to review and approve the payments in relation to the Government Related/Statutory Electronic Payment Service. The Bank is authorized to rely on the selection and designation by the Security Administrator.

Malaysia

- 1. Deposits in Alternative Name.** The Bank shall not accept any request for Deposits in Alternative Name in relation to Items which are paper financial instruments and shall only accept such request in relation to electronic Instructions.
- 2. Currency Conversion.** The Customer acknowledges and agrees that the Customer is subject to the prevailing rules, directions, policies and/or regulations as may be revised amended or issued by Bank Negara Malaysia from time to time, including any applicable limits for conversion of Ringgit Malaysia into foreign currency and such other conditions set by the Bank or for conversion of foreign currency into Ringgit Malaysia and such other conditions set by the Bank.

Thailand

General

1. Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.
2. The arbitrator shall in all instances be required to apply the substantive law of Thailand and to enforce and apply the terms of these Service Terms as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder.

3. Government Related/Statutory Electronic Payment Service

- a) Where the Customer designates an Internet e-mail address for the Bank to send and confirm the information related to a payment under the service, the Customer acknowledges that it is aware of the Bank's policy not to employ Internet e-mail for the transmission of confidential/financial information or value-bearing instructions. The Customer also acknowledges that in using Internet e-mail for such transmission purposes there are: (i) certain security, corruption, transmission error, delay and access availability risks associated with the unsecured nature of Internet; and (ii) there is a risk that information may be affected by errors due to the non-standard means used in collating and processing information for transmission through Internet e-mail, and in requesting that such unsecured and non-standard transmission mode be used, the Customer expressly assumes all such risks. Information can be altered or changed during the process of transmission by Internet e-mail, and, use of Internet e-mail for transmission of financial information is not a standard means offered or recommended by the Bank. The Bank shall have no responsibility or liability whatsoever for any alterations or changes to, or any errors in, information transmitted by Internet e-mail. The Customer represents that it has made its own independent assessment of the use of the Internet for such purpose, and is satisfied with its suitability, adequacy and security.
- b) Without prejudice to the Client Access Service Terms applicable to the use of the electronic platform, the Security Administrator as defined under the Client Access Service Terms shall have the responsibilities to select the service options and to designate individuals to receive notifications, and to review and approve the payments in relation to the Government Related/Statutory Electronic Payment Service. The Bank is authorized to rely on the selection and designation by the Security Administrator.

4. Check Collection and reconciliation Arrangements

- 4.1 The provisions under Section 3.2 (Wholesale Physical Lockbox Service) and Section 4 (Ancillary Services) of this Service Terms shall apply to the collection and reconciliation services to the extent they do not conflict with the provisions under this Section 4 of the Addendum.
- 4.2 The Bank may at the request of the Customer support Check collection services through a Physical Lockbox opened with Thailand Post and/or through a vendor or service provider ("**Collection Services**"). The Bank will through the vendor or service provider prepare a report capturing details of the Checks and related documents and information ("**Collection Report**") which will be shared with the Customer through such channels as the Banks considers appropriate from time to time. Th Checks will be deposited with Bank's partner bank/s in Thailand for clearing.
- 4.3 Upon receipt of the funds from the clearing and the corresponding clearing report from the partner bank ("**Clearing Report**"), a report will be system-generated based on check information in Collection Report and Clearing Report ("**Reconciliation Report**") which will be shared by the Bank with the Customer in such form and manner as it may determine.
- 4.4 The Customer agrees that the Collection Report and Reconciliation Reports are provided by the Bank to assist the Customer with their reconciliation activity and is not intended to replace the due diligence the Customer is expected to undertake with respect to its account receivables.

Vietnam

Government Related/Statutory Electronic Payment Service.

(1) Section 2.5.1 (b) of the Service Terms stands replaced as follows:

“(b) without prejudice to section 1.5 above, the Customer shall review and confirm the accuracy of the information made available by the Bank in relation to the payments to be made to Government Related Authorities prior to initiating the Instructions for the payments. The Customer shall promptly inform the Bank of any mistake or irregularity in the information provided;”

(2) Section 2.5.2 (a) of the Service Terms stands replaced as follows:

“a) the Bank’s obligations under the Government Related/Statutory Electronic Payment Service are limited to processing the payments from the Customer’s Account to the relevant Government Related Authority in accordance with the Account Terms and these Service Terms and issuing payment confirmation in the form as prescribed by the Government Related Authority;”