



MULTI-BANK CASH CONCENTRATION PRODUCT SCHEDULE

This document constitutes a Product Schedule as referred to in the Agreement. The provisions of this Product Schedule shall only apply to the extent you have elected for, and we have agreed to provide, the Multi-Bank Cash Concentration Service to you as indicated in any Account Opening Documentation.

This Product Schedule supplements the BNP Paribas General Banking Terms and Conditions (the "**Conditions**"). Capitalised terms not otherwise defined in this Product Schedule shall have the meaning given to them in the Conditions.

In the event of any inconsistency between the provisions of this Product Schedule and the Conditions, this Product Schedule shall prevail.

The terms in this Product Schedule shall be supplemented by the relevant Electronic Terms corresponding to each Electronic Platform by which the Multi-Bank Cash Concentration Service is accessed or used at any point in time.

ABOUT THIS DOCUMENT

This Product Schedule supplements and should be read in conjunction with the Conditions and, in particular, Clause 2.1(g), Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and Exclusion of Liability*), Clause 7 (*Termination*), Clause 11.1 (*Duty of Confidentiality*) and Clause 14.4 (*Variation*) of the Conditions.

IMPORTANT NOTICE

You are advised to seek such independent advice (including tax, accounting and legal advice from professional experts) as you have deemed necessary or advisable before you apply for the Multi-Bank Cash Concentration Service and enter into this Product Schedule.



1. MULTI-BANK CASH CONCENTRATION SERVICE

1.1 Subject to and in accordance with the terms of this Product Schedule, the relevant Operational Materials and the Conditions, we agree and you authorise us to provide to you the Multi-Bank Cash Concentration Service, whereby we will on each Sweep Transfer Date effect one or more Sweep Transfers between the Master Account and a Secondary Account by transferring:

- (a) to the Master Account all or part of the credit balance on a Secondary Account; or
- (b) from the Master Account sufficient funds to cover all or part of the debit balance on a Secondary Account,

so that the credit or debit balance on that Secondary Account in either case is then adjusted to equal to zero or such other predetermined target balance in accordance with the Sweep Parameters.

1.2 Each amount transferred under a Sweep Transfer between the Master Account and a Secondary Account must be denominated in the Sweep Currency.

1.3 The Master Account and each Secondary Account must be held in a Service Location and must be denominated in the Sweep Currency.

1.4 We shall only effect a Sweep Transfer on a Sweep Transfer Date.

1.5 We are not obliged to deem that any debit or credit on the Master Account or a Secondary Account has been made before that debit or credit has in fact been successfully completed.

1.6 If, for any reason, a Sweep Transfer is credited to the Master Account or a Secondary Account before the offsetting debit is made from the relevant Secondary Account or the Master Account (as the case may be), and we are, for any reason, unable to complete that Sweep Transfer lawfully, we are entitled to reverse that credit (or where a Sweep Transfer is credited to a Secondary Account that is a Third Party Account, we are entitled to request the relevant Third Party Bank to reverse that credit).

1.7 We are not obliged to effect a Sweep Transfer from the Master Account if there are insufficient Cleared Funds credited to the Master Account or that Secondary Account (as the case may be) or, where we have agreed to make an Overdraft available to the Master Account, the Sweep Transfer would result in the Master Account being overdrawn beyond any agreed overdraft limit. We are not obliged to effect a Sweep Transfer from a Secondary Account if, based on the relevant Third Party Account Balance, there appears to us to be insufficient funds to effect such Sweep Transfer.

2. INTEREST

2.1 Debit or credit interest shall continue to accrue in respect of the Master Account during each Interest Period at the rate(s) of interest applicable to the Master Account from time to time.

2.2 Any Interest Amount calculated on the Master Account in respect of an Interest Period (less any deduction or withholding required by applicable Law or Local Practice) will be credited to or debited from the Master Account at the end of that Interest Period.

2.3 If, for any reason, we need to adjust retrospectively the balance on the Master Account, or if a Third Party Bank informs us that it needs to adjust the balance on



any Secondary Account (including, but not limited to, as a result of the circumstance described in Paragraph 1.6 above), we may at any time recalculate the debit or credit balance (as the case may be) on the Master Account and adjust our interest payment accordingly. We are also entitled to request the relevant Third Party Bank to adjust the balance on any Secondary Account and adjust its interest payment accordingly.

3. AGENCY

3.1 All Participants must agree to appoint any one of the Participants to be the Agent.

3.2 If you are not the Agent, you hereby irrevocably and unconditionally appoint the Agent as your agent for the purpose of:

- (a) providing any Instruction in respect of the Multi-Bank Cash Concentration Service;
- (b) removing or adding the Master Account, any Secondary Account or Participant;
- (c) designating another BNP Paribas Account to be the Master Account;
- (d) amending, varying or restating the terms of this Product Schedule, the relevant Operational Materials and any Sweep Parameter;
- (e) appointing another Participant to act as the replacement or successor Agent;
- (f) providing or supplying to us any information or document from or concerning you;
- (g) receiving any notice, request, demand or other communication from us to you; and
- (h) signing any document or performing any act required to effect or implement the above matters or any feature of the Multi-Bank Cash Concentration Service for and on your behalf.

3.3 If you are not the Agent:

- (a) you acknowledge that the Agent's acts are binding on you;
- (b) you represent and warrant to us at all times that you have provided all requisite approvals to the Agent and that those approvals remain effective until we are expressly notified otherwise;
- (c) you will not revoke the Agent's authority to do any of the things specified in Paragraph 3.2 above unless you have given us at least 30 days' prior written notice and you and the Agent has appointed another Participant to be the replacement Agent; and
- (d) you agree that the replacement Agent referred to in Paragraph 3.3(c) above will have the authority to do any of the things specified in Paragraph 3.2 above as agent for and on behalf of each Participant.

4. ADDITIONAL REPRESENTATIONS AND UNDERTAKINGS

4.1 Without affecting Clause 2 (*Your Responsibilities*) of the Conditions, you represent and warrant to us at all times until you cease to be a Participant that:

- (a) you are, and will at all times be, the sole beneficial owner of your Master Account and each of your Secondary Accounts;



- (b) your Master Account and none of your Secondary Accounts is, or will at any time be, a special, trust or restricted account and none of these Accounts is, or will at any time be, subject to any Security;
 - (c) the entry by you into this Product Schedule and the use of the Multi-Bank Cash Concentration Service confers sufficient corporate benefit to you;
 - (d) (if you are a company) your directors have reasonable grounds to believe and do honestly believe that you will materially benefit from using the Multi-Bank Cash Concentration Service; and
 - (e) you are an Affiliate of each and every other Participant.
- 4.2 If and you are the Agent, you represent and warrant to us at all times until you cease to be the Agent that you are fully and unconditionally authorised on behalf of each and all Participants in respect of the Master Account and each and all Secondary Accounts, to:
- (a) provide any Instruction;
 - (b) remove or add the Master Account, any Secondary Account or Participant;
 - (c) designate another BNP Paribas Account to be the Master Account;
 - (d) amend, vary or restate the terms of this Product Schedule, the relevant Operational Materials and any Sweep Parameter;
 - (e) appoint another Participant to act as your replacement or successor Agent;
 - (f) provide to us any information or document from or concerning any Participant;
 - (g) receive on behalf of any Participant any notice, request, demand or other communication from us; and
 - (h) sign any document or perform any act required to effect or implement any of the foregoing matters or any feature of the Multi-Bank Cash Concentration Service for and on behalf of each Participant.
- 4.3 You undertake that you will document any Sweep Transfer to or from your Master Account or Secondary Account as a loan made to or by you, as the case may be, and that you will provide sufficient consideration (including the payment of interest on the loan at a commercial rate) for any Sweep Transfer made to you by another Participant. You agree and acknowledge that we do not provide and will not be providing any accounting, tax or other advice or any Product whatsoever with respect to that Sweep Transfer as a loan, and do not assist and will not be assisting you with documenting or in any way structuring that Sweep Transfer as a loan.
- 4.4 You unconditionally and irrevocably waive any right you may have at law or otherwise to declare this Product Schedule and/or the Multi-Bank Cash Concentration Service void for any reason whatsoever (including, without limitation, for lack of corporate capacity or authority), and hereby indemnify us for any losses resulting from any such declaration
- 5. CHANGE IN COMPOSITION OF PARTICIPANTS OR ACCOUNTS**
- 5.1 A Customer or an Affiliate Customer (that is not a Participant) may, with the Agent's and our prior written approval, request its BNP Paribas Account to be designated as the Master Account or its Third Party Account (that satisfies the conditions set out in Paragraph 1.3) to be designated as a Secondary Account by signing and delivering to us the relevant Account Opening Documentation and such other documentation as we may reasonably require.



- 5.2 Upon obtaining our written approval for a Customer or an Affiliate Customer's Account to be designated as the Master Account or a Secondary Account (as the case may be), with effect from the date our approval is given:
- (a) that Customer or Affiliate Customer shall become a Participant;
 - (b) the new Participant will be bound by this Product Schedule, any Sweep Parameters that have previously been agreed between us and the Agent and any Instruction previously given by the Agent in respect of the Multi-Bank Cash Concentration Service as if it were an existing Participant; and
 - (c) the existing Participants will assume the same obligations in respect of the new Participant as if it were an existing Participant.
- 5.3 An existing Participant may, with our and the Agent's prior written approval, withdraw its Master Account or Secondary Account from the Multi-Bank Cash Concentration Service by giving us not less than 30 days' prior written notice. The withdrawal of an existing Participant's Master Account or Secondary Account from the Multi-Bank Cash Concentration Service shall not affect that Participant or any other Participant's rights and obligations accrued up to (and including) the date that Account ceases to be the Master Account or Secondary Account (as the case may be). If a withdrawing Participant is the Agent, the withdrawal will be effective only when a replacement Agent has been appointed in accordance with this Product Schedule. An existing Participant shall cease to be a Participant on the date the withdrawal of its Master Account or Secondary Account is effective.
- 5.4 The Agent may, with our prior written consent, by giving us no less than 30 days' prior written notice, designate another BNP Paribas Account of an existing Participant to be the Master Account. For the avoidance of doubt, there can be only one Master Account at any time.
- 5.5 Without prejudice to the Conditions or any terms of this Product Schedule, we may at any time and without prior notice to you remove the Master Account or any Secondary Account from the Multi-Bank Cash Concentration Service if we have reasonable grounds to believe that such account is a special, trust or restricted account or is subject to any Security.
- 6. THIRD PARTY ACCOUNTS**
- 6.1 Sweep Transfers to and from a Third Party Account will be effected on the basis of the Third Party Account Balance and any other related information we request provided by the relevant Third Party Bank.
- 6.2 Third Party Account Balance on any Third Party Account on any Sweep Transfer Date will be based on SWIFT message MT940/MT942 and other relevant information received from the relevant Third Party Bank prior to the relevant cut-off time for that Sweep Transfer Date. If we do not receive SWIFT message MT940/MT942 and other relevant information prior to the relevant cut-off time, we may not be able to effect a Sweep Transfer to or from that Third Party Account on that Sweep Transfer Date.
- 6.3 A Third Party Account held with a Third Party Bank may be included in the Multi-Bank Cash Concentration Service only if the Third Party Bank has entered into with us an agreement for the processing of SWIFT messages and other relevant operational agreements and arrangements on terms satisfactory to us. We are not obliged to accept any Third Party Bank that has not entered into those agreements or arrangements with us or is not following, or we expect will not follow, those agreements or arrangements.



- 6.4 Without affecting Clause 6.3 (*Exclusion of liability*) of the Conditions, you agree and acknowledge that:
- (a) it is solely the relevant Third Party Bank's responsibility to effect any Sweep Transfer from a Third Party Account and we will not be liable for any damages, loss, costs, fees, expenses or Taxes incurred or suffered by you as a result of any action or failure to act by that Third Party Bank;
 - (b) it is solely the relevant Third Party Bank's responsibility to provide to us all relevant Third Party Account Balances and any other related information we request and we will not be liable for any damages, loss, costs, fees, expenses or Taxes incurred or suffered by you if the Third Party Account Balances or information are not received on time or at all;
 - (c) the Multi-bank Cash Concentration Service and each Sweep Transfer on any Sweep Transfer Date is subject to all terms, rules, requirements procedures or practices of any Third Party Bank and the Laws applicable to any Third Party Bank; and
 - (d) we shall not be liable for any delay or failure to effect a Sweep Transfer in any way directly or indirectly due to or in connection with any action or omission by any Third Party Bank or any event, circumstance, status or condition affecting any Third Party Bank or any of its personnel, systems, properties or other assets in any location at any time.

7. DISCLOSURE OF INFORMATION

Without affecting Clause 11 (*Confidentiality and Personal Data*) of the Conditions, we are authorised by each Participant to disclose to any other Participant and any Third Party Bank any information concerning the Agent, any Participant, the Master Account or any Secondary Account.

8. JOINT AND SEVERAL LIABILITY

- 8.1 You shall be jointly and severally liable with each other Participant in respect of the due and punctual payment by that other Participant to us or to any other member of the BNP Paribas Group of any debt(s) arising out of or in connection with their Master Account or Secondary Account(s) or the Multi-Bank Cash Concentration Service.
- 8.2 All members of the BNP Paribas Group which are participating in your Multi-Bank Cash Concentration Service shall be jointly and severally liable with one another for the due and punctual payment of any amount owing to you in connection with, as the case may be, the Master Account or Secondary Account(s) or the Multi-Bank Cash Concentration Service. This indemnity of the BNP Paribas Group shall be limited to the members of the BNP Paribas Group which are participating in your Multi-Bank Cash Concentration Service and shall not exceed the amount owing to you in respect of the Master Account or Secondary Account(s) or the Multi-Bank Cash Concentration Service and you may not take any further steps or have any right or claim against the BNP Paribas Group to recover any further amount.
- 8.3 Our right of set-off and indemnity provided for in the Conditions shall also apply with respect to your obligations under this Paragraph 8.



9. GUARANTEE AND INDEMNITY

9.1 Until the earlier of (i) termination of the Multi-Bank Cash Concentration Service or (ii) withdrawal of the relevant Master Account and/or Secondary Account(s) from the Multi-Bank Cash Concentration Service, each Participant irrevocably and unconditionally:

- (a) guarantees the due and punctual payment of any debit balance (howsoever arising) on the Master Account or any Secondary Account of each other Participant and will pay on demand any sum of money, with the maximum [guaranteed/ indemnified] amount being the aggregate of the debit balances then outstanding in respect of the Master Account and the Secondary Account(s), which that other Participant is liable to pay to us or to any other member of the BNP Paribas Group; and
- (b) to the extent permitted by applicable law, undertakes as a primary obligation to indemnify us on demand from any Loss we or any other member of the BNP Paribas Group incurs as a result of each other Participant's payment obligation of any debit balance (however arising) on the Master Account or any Secondary Account, with the maximum [guaranteed/ indemnified] amount being the aggregate of the debit balances then outstanding in respect of the Master Account and the Secondary Account(s), of that other Participant, being or becoming void, voidable, unenforceable or ineffective as against that other Participant for any reason (whether or not known to us), the amount of such loss being the amount which we or any other member of the BNP Paribas Group would otherwise have been entitled to recover from that other Participant; and
- (c) authorises us, without notice to or consent of any Participant, to set off, apply or combine all or any amounts due from us or from any other member of the BNP Paribas Group, in respect of any credit balance on the Master Account or any Secondary Account of any Participant (which is limited to and satisfied out of amounts due from us or from any other member of the BNP Paribas Group to that Participant in respect of the Master Account or Secondary Account credit balance) towards the repayment or discharge of any amount due to us or to any other member of the BNP Paribas Group from any other Participant.

9.2 Each Participant acknowledges that:

- (a) its liability under Paragraph 9.1 and the rights, powers and remedies conferred in the Agreement on us or by law, will not be affected by any act, event or omission;
- (b) it must not exercise any rights or remedies which it may have to be indemnified by or claim any contribution from any other Participant; and
- (c) where a Participant is incorporated in Thailand, if such Participant wishes to terminate the guarantee and indemnity provided pursuant to clauses 9.1(a) and 9.1(b) in accordance with applicable laws in Thailand it shall provide us with at least 15 days prior notice of the proposed termination date; it is expressly acknowledged and agreed that following any such termination notice we may terminate the Multi-Bank Cash Concentration Service and/or require the withdrawal of the Master Account and/or Secondary Account(s) held by such Participant from the Multi-Bank Cash Concentration Service and set-off all outstanding amounts due and payable under the Multi-Bank Cash Concentration Service on or before such proposed termination date.



10. **GOVERNING LAW**

If the Master Account and the Secondary Accounts are located in two or more different Service Locations:

- (a) all matters connected with the operation or use of (or the application for) the Multi-Bank Cash Concentration Service and all matters arising from or connected with them are governed by Singapore law; and
- (b) we and each Participant agree that any dispute arising out of or in connection with the Multi-Bank Cash Concentration Service 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 Product Schedule. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

11. **DEFINITIONS AND INTERPRETATION**

"Account" means, for the purpose of this Product Schedule only, a BNP Paribas Account or a Third Party Account.

"Agent" means the Participant that is designated as the Agent in the relevant Operational Materials, or any replacement Agent appointed in accordance with this Product Schedule.

"BNP Paribas Account" means an account with us in any location held in the name of a Participant.

"Interest Amount" means, in respect of the Master Account or each Secondary Account and each Interest Period, the amount of interest (at the standard rate(s) of interest applicable to that Account) accrued on or, as the case may be, payable in respect of that Account for that Interest Period.

"Interest Period" means each interest period applicable to the relevant Account.

"Master Account" means the BNP Paribas Account in the name of a Participant that is designated as the Master Account in the relevant Operational Materials, or any BNP Paribas Account of a Customer or Affiliate Customer that is designated as the Master Account in accordance with this Product Schedule.

"Multi-Bank Cash Concentration Service" means the Product provided in accordance with this Product Schedule.

"Participant" means each Customer or Affiliate Customer designated as a Participant in the relevant Operational Materials.

"Secondary Account" means a Third Party Account in the name of a Participant that is designated as a Secondary Account in the relevant Operational Materials.

"Service Location" means one or more jurisdictions that is designated as a Service Location in the relevant Operational Materials.

"Sweep Currency" means the currency designated as the Sweep Currency in the relevant Operational Materials.

"Sweep Parameters" means the optional conditions or rules regarding Sweep Transfers which each Participant elects in the relevant Operational Materials.

"Sweep Transfer" means a fund transfer in accordance with Paragraph 1.



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"Sweep Transfer Date" means each Business Day on which a Sweep Transfer is due to occur in accordance with the levelling periodicity parameters set out in the relevant Operational Materials.

"Third Party Account" means an account with a Third Party Bank held in the name of a Participant.

"Third Party Account Balance" means, in respect of a Third Party Account and each Sweep Transfer Date, the balance on that Third Party Account at the opening of business in the place where that Third Party Account is held on that Sweep Transfer Date as provided by the Third Party Bank at which the Third Party Account is held.

"Third Party Bank" means a bank which is not a member of the BNP Paribas Group approved by us from time to time.