

**GLOBAL CLIENT ACCOUNT AGREEMENT**

**1. THE PARTIES TO THE AGREEMENT**

- 1.1 "We", "us" and "our" refer to each of the Bank of America Corporation subsidiary banks<sup>1</sup> which provide you with services under the Agreement, and their transferees, successors and assigns.
- 1.2 "You" and "your" refers solely to each Entity referred to in the Account Opening Form.
- 1.3 "Party" refers to one of "us" or "you" (as the context requires) and "Parties" refers to "us" and "you".

**2. SCOPE OF AGREEMENT**

- 2.1 The Agreement governs all relations between the Parties in connection with the deposit accounts held by you with us (the "**Accounts**") in the Account Jurisdictions and will supersede all previous account agreements between the Parties relating to such Accounts. Whenever you use any Account, you agree to be bound by the terms of the Agreement.
- 2.2 Unless agreed otherwise, you will hold all Accounts as principal and warrant that you are the sole owner of the Accounts.
- 2.3 You consent to the use of electronic communications and electronic signatures for all purposes under or in connection with the Agreement.

**3. GOVERNING LAW**

- 3.1 In respect of each jurisdiction for which we maintain Accounts for you, i.e. the Account Jurisdiction, the Agreement will comprise a separate agreement between you and us governing such Accounts and each such agreement and all related non-contractual obligations will be governed by the laws of that Account Jurisdiction. Each such agreement will become effective from the date on which we first maintain an Account for you in the relevant Account Jurisdiction.
- 3.2 Subject to Clause 3.3, in respect of each Account, the Parties submit to the courts of the Account Jurisdiction and undertake not to plead inconvenient forum in any proceedings relating to such Account.
- 3.3 You agree that any proceedings relating to an Account or the Agreement may be brought by us in any court in any jurisdiction in which you are located or any Account Jurisdiction and you submit to the non-exclusive jurisdiction of each such court.
- 3.4 If requested to do so by us, you will immediately appoint, and notify to us the name and address of, an agent for the service of documents and proceedings in any jurisdiction, and undertake to maintain such agent at all times.

**4. ACCOUNT OPERATION**

- 4.1 In all transactions and matters relating to the relationship between the Parties, both Parties will exercise reasonable care.
- 4.2 Your instructions to us in respect of all transactions will be delivered:
- (a) electronically and authenticated in accordance with such electronic transfer agreement(s) as may be agreed in writing between the Parties from time to time; or
  - (b) in writing (with your stamp, where applicable) by the Account Signatory(ies) in accordance with such authority and limitations on authority as may be agreed from time to time between the Parties ("**Written Instructions**"); or
  - (c) by telephone, facsimile, electronic mail or SWIFT (authenticated or otherwise) message (in such format as may be specified by us from time to time) ("**Instructions**").
- 4.3 You authorise us to act on any instruction with regard to any transaction, whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, provided that such instruction is delivered in accordance with Clause 4.2.
- 4.4 You authorise us to:
- (a) honour all cheques, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of you, drawn on or addressed to or payable at us and honour any orders to withdraw monies on any Account; and
  - (b) rely, accept and act on:

<sup>1</sup> Accounts in New Zealand are held with ASB Bank Limited

- (i) any instruction with regard to the purchase or sale of foreign exchange or in relation to any letter of credit;
- (ii) the identifying number of any account, intermediary or beneficiary's bank provided to us; and
- (iii) on any advice from you regarding monies you expect to be received for credit to an Account.

4.5 We will accept deposits on your behalf and credit funds to any designated Account. You represent and warrant that you are entitled to such funds and that any funds deposited in any Account are not derived from unlawful activity. We may refuse any deposit in the event its acceptance would contravene Applicable Law or our policy (being a policy generally applicable to our account holding customers). We will notify you as soon as reasonably practicable of any such refusal unless we are prohibited from doing so by Applicable Law.

4.6 The Agreement is not, and will not be construed as, an agreement by us to provide credit to you and we will not be obliged to act on any instruction in relation to any Account if:

- (a) the relevant Account is in debit, or may become overdrawn if we were to act on the instruction; or
- (b) to do so would be contrary to our policy (being a policy generally applicable to our account holding customers), to Applicable Law or to the request or policy of any governmental bodies, regulatory agencies, fiscal, monetary or other authority to which we are subject or submit, whether or not such request or policy has the force of law.

We will notify you as soon as reasonably practicable of any such refusal to act unless we are prohibited from doing so by Applicable Law.

4.7 In the absence of express agreement to the contrary, the proceeds of any deposit, remittance advice, document, cheque or other instrument will not be available to you until we have received collected and available funds.

4.8 If we credit your Account and any of the following occurs then we may, without notice, reverse the credit entry together with related interest, and deduct our reasonable costs:

- (a) any such deposit, remittance, document, cheque or other instrument is not honoured when due; or
- (b) final settlement is not received; or
- (c) the respective funds are not, or cease to be, freely available, repatriable or convertible to a commonly traded currency.

We will notify you as soon as reasonably practicable of any such reversed credit entry and deductions.

4.9 Unless otherwise agreed in writing, our payment obligations to you with respect to any Account will be payable only at the branch at which such Account is maintained and only in the currency of the Account.

4.10 You may not assign, mortgage or create or permit to subsist any lien, pledge, security interest, charge, encumbrance or any interest, right or claim of any third party on or with respect to, any of your rights or interest in or to any Account (including credit balances) except in our favour or with our prior written consent.

## 5. ACCOUNT SIGNATORIES AND INSTRUCTIONS

5.1 You will furnish us with such documents regarding your Account Signatories as we may reasonably request.

5.2 Subject to Clause 5.3, you will promptly notify us in writing of any change in the identity of any Account Signatory and will furnish us with specimen signatures of any additional or substitute Account Signatory. Any such notice must be provided using such means and be in such form as we may specify from time to time, and will not be effective until we receive such notice and have had a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Account Signatories. Clause 14 does not apply to notices given pursuant to this Clause 5.2.

5.3 In the absence of any express limitation agreed between you and us on the authority of the Account Signatories, you confirm that the authority of a single Account Signatory is sufficient for all purposes in relation to the Accounts.

5.4 You authorise us (but we are not bound) to rely on and act in accordance with and/or take such steps as we may in good faith consider appropriate in connection with or in reliance on any Instructions (as defined in Clause 4.2(c)) which is or purports to be (whether by reason of forgery, misrepresentation or otherwise) given by or on behalf of you, regardless of the circumstances prevailing at that time, subject to the authorities delegated to the list of Account Signatories as currently in effect with us.

5.5 You agree that we will not be liable for any losses or damages that you may suffer or incur in relation to the Accounts if we act on Instructions provided by:

- (a) telephone or electronic mail, whether or not authorised by an Account Signatory; or

- (b) facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
- (c) SWIFT (authenticated or otherwise) message, whether or not authorised,

provided only that, in the case of sub-Clause (a) or (b) above, as applicable, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.

- 5.6 Where we act in accordance with Clause 5.4, you agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 5.7 If we make a telephone call to you to confirm an instruction for any reason and such call cannot be completed for any reason to an Account Signatory or to another person designated by you (and notified to us in such form as we may require) to receive confirmation calls for the relevant transaction, then the instruction may, in our discretion, be considered as incomplete and consequently we will have no obligation to take any action in respect of such instructions.
- 5.8 We will have no obligation to take any action in respect of instructions that in our reasonable opinion are incomplete, incorrect, vague or ambiguous.
- 5.9 We will exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on Written Instructions (as defined in Clause 4.2(b)) from you, but we will not be liable for any loss or damage caused by or arising from the execution of Written Instructions which have been altered or on which the signatures have been forged where such alteration or forgery could not be detected by using reasonable care.

## 6. **FORCE MAJEURE, EXCHANGE CONTROLS AND DUTY OF CARE**

- 6.1 We will not be liable for and will be excused from any disruption, failure or delay in performing our obligations under the Agreement if: (a) such disruption, failure or delay is caused by circumstances beyond our reasonable control including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labour dispute, war, act of terrorism, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any person over which we have no control; (b) the currency of an Account is unavailable to us or funds in our nostro account relative to your Account are unavailable (even where the relevant currency may otherwise be available) due to imposition or modification of exchange controls; or (c) we reasonably believed that our action would have violated Applicable Law. No such disruption, failure or delay will constitute a breach of the Agreement.
- 6.2 If the government of the jurisdiction that issued the currency of an Account no longer uses that currency or if that currency is no longer used for the settlement of transactions by public institutions in that jurisdiction or within the international banking community, we will pay you in the new currency of that jurisdiction if and when we receive it at the exchange rate we receive for the currency of that Account.
- 6.3 We will not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions or for any other act or omission by: (a) us under or in connection with the Agreement unless such loss, damage, cost or expense has been caused by our negligence, fraud or wilful misconduct; or (b) third parties, and no such person or entity will be deemed to be our agent.
- 6.4 In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.
- 6.5 This Clause 6 will apply to claims based on contractual and/or non-contractual liability.

## 7. **INTEREST, FEES, OVERDRAFTS AND SET-OFF**

- 7.1 Subject to Clause 7.5, we may pay interest on credit balances on the Accounts where permitted by Applicable Law and you will pay interest on debit balances on the Accounts, in each case at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice in relation to Accounts in the relevant Account Jurisdiction as notified by us to you from time to time.
- 7.2 You will pay and we are authorised to debit from any Account:
  - (a) all our fees, charges, costs (including for non-receipt of monies advised to be received by us), out of pocket expenses and commissions at the rates and in accordance with the arrangements agreed between you and us from time to time and, in the absence of express agreement, at the rates and in accordance with the

arrangements generally applied by us in the relevant Account Jurisdiction as notified by us to you from time to time; and

- (b) all taxes, duties and other third party charges relating to the Accounts and we will be entitled to assume, unless otherwise informed by you in writing, that no exemptions from any such charge are applicable.

7.3 Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses on demand. We may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment) combine, consolidate or merge all or any of the credit and/or debit balances of the Accounts or may retain, apply or set off any money held in any Account in any currency towards payment of any amount owing by you to us; and/or accelerate the maturity of any fixed term deposit. For the purposes of this Clause 7.3, we may effect currency conversions at such times or rates as we consider reasonable and may effect such transfers between any Accounts as we consider necessary.

7.4 Without prejudice to Clause 7.3, we may at any time require the payment on demand of the debit balance on any Account without considering the credit balance on any other Account.

7.5 In respect of any credit balances on your Accounts we may place sums on deposit at certain institutions including, for example, central banks. Where, as a result of market conditions (including, for example, the imposition of interest rates less than zero or charges by such institutions), we incur a fee and/or charge in respect of, or in connection with, the placing of such deposits and such fee and/or charge is directly connected to such market conditions including the imposition of such rates or charges, subject to Applicable Law we may charge you a corresponding fee. If we decide to charge you such a fee, we will identify this in your statement of account. The fee will reflect fees and/or charges incurred by us in respect of the relevant deposit facilities.

## 8. CHEQUES, COMMUNICATIONS AND ACCOUNT STATEMENTS

8.1 Subject to Applicable Law and the policy of the branch at which the relevant Account is maintained, we will provide you with blank cheques on receipt of your request in writing. Unless you specifically request that we provide the blank cheques to a person designated by you to collect the cheques, all blank cheques will be mailed to the correspondence address provided by you in respect of the relevant Account.

8.2 You will promptly notify us of the loss or theft of any cheque, bill of exchange or promissory note.

8.3 You will examine all Communications received from us and promptly notify us in writing of any discrepancy, omission or inaccurate entry within 30 days of the date the relevant Communication is made available to you (whether electronically or otherwise, whichever occurs first).

8.4 You acknowledge and agree that we may provide you with all Communications at your risk by mail to the correspondence address provided by you in respect of the relevant Account, by facsimile or electronically (including by email or hyperlink).

8.5 Statements of account will be provided in such detail and for such periods as may be agreed between you and us from time to time and, in the absence of express agreement, in accordance with our usual practice with respect to Accounts maintained in the relevant Account Jurisdiction as notified or made available to you from time to time.

8.6 Absent manifest error, statements of account provided by us to you will be conclusive evidence and binding on you that the balance and all transactions shown are correct, and you will be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in relation to such balances and/or transactions unless you notify us in accordance with Clause 8.3.

## 9. AMENDMENTS AND TERMINATION

9.1 Unless otherwise expressly agreed, the Agreement will remain in full force and effect for so long as we maintain any Account for you.

9.2 Subject to Applicable Law, any amendment to the Agreement by us will be effective on reasonable prior notice in writing being given to you of such amendment. By continuing to operate the Accounts after such notice you will also be deemed to have accepted such amendment.

9.3 You acknowledge and agree that whenever we agree to open an additional Account or provide you with additional services, any additional Schedule applicable to such Accounts or services respectively, forms part of the Agreement governing such Account or services.

9.4 If we reasonably conclude that you have materially breached the Agreement or violated Applicable Law or an Account is subject to irregular, unauthorised, fraudulent or illegal activity, we may close any or all Accounts, suspend or modify the provision of any services and/or terminate the relationship between you and us, immediately on giving written notice to you.

9.5 Either Party may at any time close any or all of the Accounts and terminate any or all services provided pursuant to an Additional Schedule or the relationship between the Parties by giving not less than 30 days' prior written notice

to the non-terminating Party to do so. Once the period of notice has expired, any affected Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Closing an Account in relation to which we provide a service pursuant to an Additional Schedule will automatically and immediately terminate that service and related Additional Schedule in respect of that Account but will not affect the ongoing provision of such services in respect of any other Account. Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Accounts. In such circumstances, any outstanding amounts owed to us by you will accrue debit interest in accordance with Clause 7.1.

## 10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 Except as otherwise provided in the Agreement, we will take customary and reasonable precautions to maintain the confidentiality of all information regarding you and/or your Accounts and business with us which we receive from you or which otherwise becomes known to us in connection with the Agreement ("**Customer Information**"). Customer Information includes information relating to identifiable individuals ("**Personal Data**").
- 10.2 Clause 10.1 does not apply to Customer Information (other than Personal Data) which: (a) has become public other than through our breach of Clause 10; or (b) is obtained by us from a third party who is not known by us to be bound by a duty of confidence with respect to that Customer Information.
- 10.3 You consent to our use, disclosure and transfer of Customer Information as described in this Clause 10. To the extent permissible by Applicable Law, you agree to waive the requirements of the banking secrecy laws, if any, of the jurisdiction or jurisdictions where you and the Accounts are located only to the extent that they may be inconsistent with such use, disclosure and transfer.
- 10.4 We and our branches, offices, units and affiliates (together, the "**Group**") may use (including access, retain and otherwise process) Customer Information (including Personal Data) for the following purposes:
- (a) performing our obligations and providing services under the Agreement, providing other services as agreed with you or otherwise in connection with fulfilling your instructions ("**Fulfilment Purposes**");
  - (b) information and relationship management purposes, carrying out internal business processes such as data analysis and audits, and providing, developing and improving our products and services;
  - (c) compliance with Applicable Law and other compliance requirements (including treaties or agreements with or between foreign or domestic governments, including in relation to Tax Reporting Laws), co-operating with governmental, regulatory, securities exchange or other similar agencies or authorities including tax authorities to which we or they are subject or submit, in each case of any jurisdiction worldwide ("**Regulators**") and as reasonably necessary to prepare for or conduct any litigation, arbitration and/or similar proceedings; and
  - (d) verifying identity, conducting fraud detection, prevention and investigation, conducting "know your customer"/anti-money-laundering and economic sanctions procedures, and performing risk management, including credit risk analysis and credit assessments.
- 10.5 Group members may disclose Customer Information (including Personal Data) to:
- (a) other Group members for the purposes set out in Clause 10.4;
  - (b) transaction beneficiaries, counterparties and other persons for Fulfilment Purposes;
  - (c) payment, banking and communications infrastructure providers, including SWIFT, central, correspondent and other banks and financial institutions, clearing houses and clearing systems, operators of private or common carrier communication or transmission facilities, time-sharing suppliers and mail and courier services, for Fulfilment Purposes;
  - (d) our or their professional advisors and auditors, and other third party service providers appointed by us or them to support our or their business and/or operations;
  - (e) Regulators, for the purposes set out in Clause 10.4(c), who may transfer this Customer Information to other Regulators in other jurisdictions;
  - (f) courts, litigation counterparties and others, pursuant to subpoena or other court order or process or otherwise as reasonably necessary in the context of litigation, arbitration and similar proceedings; and
  - (g) other persons as required or expressly permitted by Applicable Law.

Group members may also disclose Customer Information in de-identified and aggregated form in the course of providing benchmarking, cash forecasting and other services to their customers.

Where permitted by Applicable Law and reasonably practicable in the circumstances, we will give you written notice before disclosing any Customer Information under Clause 10.5(f).

- 10.6 The processing of Personal Data described in Clauses 10.4 and 10.5 may involve international transfers of Personal Data, including to jurisdictions which may not have data protection laws as strict as those in the jurisdiction in which you or we are located.
- 10.7 Before you or anyone on your behalf discloses any Personal Data to us or anyone on our behalf in connection with the Agreement, you will:
- (a) ensure that the individuals to whom the Personal Data relates are aware at least of the proposed disclosure and our identity (including our registered office address); of the information set out in Clauses 10.4 to 10.6; that they may have rights in relation to their Personal Data, including rights of access, correction or deletion, and a right to object to the processing of their information, under applicable data privacy laws; and that they can contact you in the first instance if they wish to seek to exercise those rights; and in particular, that they have been provided with a copy of or link to our EU establishments' BofAML Global Banking and Markets (GBAM) Privacy Notice (as referred to in the Account Opening Form); and
  - (b) take any steps necessary to ensure that your disclosure of that Personal Data to us is in accordance with, and obtain any consents necessary for our disclosure and other processing of that Personal Data as described in Clauses 10.4 to 10.6 under, applicable data privacy laws.

Should an individual with rights as described in Clause 10.7(a) contact you in order to exercise those rights, you will promptly notify us of this and provide such details of the request made by the individual as we may require. Should an individual with such rights indicate to you that they wish to contact us directly to exercise those rights, you will notify the individual that they should contact the relationship manager with whom you usually deal and provide the individual with the relevant contact details.

- 10.8 The Group will have in place appropriate technical and organisational security measures to protect the Customer Information. We will in particular ensure that any disclosures of Customer Information to third party service providers as described in Clause 10.5(d) are made subject to strict conditions of confidentiality and security.
- 10.9 You acknowledge and agree that failure to provide Customer Information (including Personal Data) when requested may result in certain services not being available to you or other consequences as notified at the time of request.

## 11. WITHHOLDINGS, DEDUCTIONS AND TAX PROVISIONS

- 11.1 You consent to any Withholding or Deduction made by us (or any of our affiliates, delegates or any other withholding agent or third party (including, without limitation, any custodian)) from any payment of interest, dividends, royalties, rents or any other sums to you, or to or from any of your Accounts, of any amount of withholding, income tax, value added tax, tax on the sale or disposition of any property, duties or other lawfully collected amounts which we (or any of our affiliates or any of our delegates or any other withholding agent or third party (including, without limitation, any custodian)) reasonably determine is required under any Applicable Law imposed in any relevant jurisdiction, and/or resulting from any agreement with any regulator, governmental body or tax authority.
- 11.2 You acknowledge and accept that we will not be required to reimburse you for any such Withholding or Deduction and understand that we are not required to contest any demand made by an authority for such payment.
- 11.3 You will, without delay, and at least within 30 days of our request, furnish us with documentation that may be required in order for us to fulfil any due diligence or reporting duties to any legal, governmental or regulatory authorities, including (for the avoidance of doubt) any information required by Tax Reporting Laws which we in our discretion consider may be required by or from us to enable us to comply with Applicable Law and/or as we may reasonably request from time to time, in such form as we may specify (including, but not limited to, documents, information and policies detailed in any other agreement between you and us).
- 11.4 Following any change in information previously provided to us by you (including, but not limited to, such tax forms, policies, documents and information specified in the clause above), you will, without delay, and at least within 30 days after such change, notify us and provide us with the relevant updated information in writing (by way of letter or through other channels specifically agreed by us). Where appropriate you will provide us with any updated tax form. Any such notice or provisions of information will not be effective until we receive such information and have a reasonable time to act on it.

## 12. REPRESENTATIONS AND WARRANTIES

- 12.1 On opening an Account and on a continuing basis, you represent and warrant to us that:
- (a) you are duly incorporated and validly existing under the laws of the jurisdiction of your organisation; and
  - (b) you have all powers, licenses, authorisations and approvals to operate the business you conduct.

## 13. MISCELLANEOUS

- 13.1 When individuals communicate with us, to the extent permitted or required by Applicable Law, telephone conversations and electronic communications, including emails, text messages and instant messages may be

recorded and/or monitored for evidentiary, compliance, quality assurance and governance purposes. Recordings may be reviewed and monitoring may be conducted in jurisdictions other than the jurisdiction of such communications. You agree that we may record and monitor such communications between the Parties and that any recordings may be used by us as evidence in a court of law. You will ensure that, where required by Applicable Law, any of your representatives taking part in such communications with us have agreed to our recording and monitoring arrangements, including the collection, use and disclosure by us of such communications (including any Personal Data provided in the course of such communications) in accordance with this Clause and Clause 10. If our records of such communications differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to or review such records.

- 13.2 You will furnish us with such documents and information regarding you, your use of your Accounts, your directors, employees, officers, any representatives authorised by you to conduct transactions on your behalf, shareholders and beneficial owners as we may reasonably request from time to time including, but not limited to, such documents and information as we may consider necessary or appropriate to comply with Applicable Law.
- 13.3 You will advise us without delay of any change in your legal status, name, address or capacity, of any change to your constitutional documents or your rights with respect to the Accounts and of any other change affecting your business relations with us. By way of exception to Clause 14.1(c), any such notice will only be effective on receipt by us and after we have had a reasonable time to act on it.
- 13.4 You agree to obtain and maintain all approvals and make all reports required by Applicable Law in connection with your transactions.
- 13.5 Each Party will abide by any orders, requests, requirements, rules, regulations or policies of any judicial regulatory, governmental, fiscal, monetary or other body or authority or court ("**Orders**") to which it is subject at any time and you agree to take all necessary action (including but not limited to executing further documents or providing to us further information or documents as we deem necessary and/or closing of your affected Account(s)). We will take all action we deem necessary or otherwise in order for us to respond to such Orders including, but not limited to, opening blocked and/or temporary accounts(s) or sub-account(s) in your name to receive and segregate funds.
- 13.6 The invalidity, illegality or unenforceability of a provision of the Agreement does not affect or impair the continuation in force of the remainder of the Agreement.
- 13.7 Where the Agreement is in English and another language, the Agreement in the English language will prevail in the case of inconsistency between those executed versions, unless otherwise required by Applicable Law.
- 13.8 A person who is not a Party to the Agreement has no right to enforce any term of the Agreement.
- 13.9 Subject to Clause 4.10 above, you may not assign or transfer your rights and/or obligations arising in connection with the Agreement except with our prior written consent.

#### 14. **NOTICES**

- 14.1 Unless otherwise provided in the Agreement, a notice under or in connection with the Agreement (a "**Notice**"):
- (a) will be in writing and in the English language (unless local language is required by Applicable Law);
  - (b) in the case of a Notice to be provided:
    - (i) to you, such Notice may be: (A) mailed, faxed, or sent by electronic means (including by email or hyperlink) to your address, using the details given by you when the relevant Account was opened or any other address or details subsequently communicated by you to us in writing; or (B) made available to you through Bank of America CashPro® Online and/or any of our successor access electronic channel(s) from time to time; or
    - (ii) to us, such Notice may be: (A) mailed, faxed, or sent by email by you to us using the address or details of the local branch or your client services representative as communicated by us to you in writing when the relevant Account was opened or any other address or details subsequently communicated by us to you in writing for the purposes of this Clause 14; or (B) if agreed by us, made available to us through Bank of America CashPro® Online and/or any of our successor electronic access channel(s) from time to time; and
  - (c) will be effective when actually received.

#### 15. **INTERPRETATION**

In the Agreement:

- 15.1 unless the context otherwise requires:

(a) words denoting the singular include the plural and *vice versa*;

- (b) capitalised terms not defined in the GCAA will have the meanings given to them in the Account Opening Form; and
- (c) capitalised terms not defined in a Schedule will have the meanings given to them in the Account Opening Form or the GCAA (as applicable).
- 15.2 references to Clauses and Schedules are to clauses of and schedules to the GCAA;
- 15.3 references to the Agreement include any Schedules to the Agreement;
- 15.4 references to the Agreement and/or any Schedules will be construed as referring to the same as from time to time amended, varied, supplemented or substituted;
- 15.5 references to the "International Account Agreement", the "IAA"; and/or the "SAOTC" in any other bank documents, agreements, amendments or similar are amended to make such references to the "Global Client Account Agreement, and applicable Schedules and supporting documents";
- 15.6 "**Account Opening Form**" means the form, as amended from time to time, under which you have requested us to open one or more Accounts;
- 15.7 "**Account Signatory**" means any person (whether legal or natural) from time to time authorised by you for the purposes of the Agreement;
- 15.8 "**Agreement**" has the meaning given to it in the Account Opening Form;
- 15.9 "**Applicable Law**" means, in respect of each Party, all provisions of constitutions, statutes, rules, regulations and orders of governmental bodies or regulatory agencies, applicable to such Party (including, where relevant, Tax Reporting Laws), and orders of any court or arbitrator in proceedings to which a Party is a party or to which it or its assets are subject, in each case in any jurisdiction worldwide;
- 15.10 "**Communications**" means all statements of account, advice, confirmations and other communications between us and you;
- 15.11 "**Entity**" has the meaning given to it in the Account Opening Form;
- 15.12 "**FATCA**" means the United States Foreign Account Tax Compliance provisions in the Hiring Incentives to Restore Employment Act 2010 and any intergovernmental agreement, treaty, law, regulation or other official guidance enacted in any other jurisdiction between the US and any other jurisdiction, which (in either case) facilitates the implementation of such provisions;
- 15.13 "**SWIFT**" means the international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication;
- 15.14 "**Tax Reporting Laws**" means FATCA, the United Kingdom International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014, the EU Directive on Administrative Compliance II, legislation implementing the OECD's Common Reporting Standard, and any other laws or regulations relating to tax reporting or the withholding of obligations, in each case in any jurisdiction worldwide; and
- 15.15 "**Withholding or Deduction**" means a deduction or withholding from a payment under the Agreement required by Applicable Law.