

# GLOBAL CLIENT ACCOUNT AGREEMENT ACCOUNT OPENING FORM

#### 1. AGREEMENT OVERVIEW

- 1.1 Each entity listed in Appendix A (each an "<u>Entity</u>") requests that the Accounts listed against its name in Appendix A be opened and agrees that its relationship with the relevant Bank of America Corporation subsidiary bank (as listed in accordance with Paragraph 1.3 below) for those Accounts and Accounts maintained and opened for each such Entity from time to time, will be governed by the following, as may be amended, varied, supplemented or substituted from time to time (together the "Agreement"):
  - (a) this Account Opening Form and its Appendices;
  - (b) the Global Client Account Agreement at: <u>click here</u><sup>[1]</sup> (the "<u>Landing Page</u>");
  - (c) each additional document that applies to Accounts in particular Account Jurisdictions, particular additional services and/or particular types of Entity (each a **Schedule** and each as made available at the Landing Page or otherwise), as follows:
    - (i) in respect of each jurisdiction in which we maintain Accounts for an Entity whether at the outset or in the future, the **Jurisdiction Schedule** for that jurisdiction; and/or
    - (ii) where we agree to provide any additional services whether at the outset or in the future and/or where an Entity is a financial or credit institution, or provides financial or payment services or enters into the Agreement as a fund manager, an umbrella fund or as trustee acting on behalf of one or more funds, the Service Schedule for that additional service or the Entity type Schedule (each an Additional Schedule); and
  - (d) the **Upcoming Updates** at the Landing Page (it being agreed that such Upcoming Updates are pre-agreed terms of, and not amendments to, the Agreement).
- **1.2** Unless the context requires otherwise, terms not defined in this Account Opening Form will have the meaning given to them in the Global Client Account Agreement ("<u>GCAA</u>"). Capitalised terms not defined in a Schedule will have the meaning given to them in this Account Opening Form or the GCAA (as applicable).
- **1.3** A list, which we may change from time to time, of the Bank of America Corporation subsidiary banks <sup>[2]</sup> which open and maintain Accounts in each jurisdiction (the "Account Jurisdictions") can be accessed at the Landing Page.
- **1.4** Where an Entity executes or otherwise accepts this Account Opening Form, it confirms that:
  - (a) **The Agreement** it has received (whether physically or electronically), reviewed and understood each of the documents forming part of the Agreement from time to time including in particular, but not limited to, the documents referred to in Paragraph 1.1 above, and that it agrees to and accepts the terms and conditions set out in each such document.
  - (b) Privacy Notice it has reviewed and understood the relevant jurisdiction's Global Banking and Global Markets Data Privacy Notice ("DPN"), which is accessible at <u>click here</u> <sup>[3]</sup> (or through another web page of which we inform you from time to time) (the "<u>DPN Page</u>"), and has provided or will provide a copy of or link to the relevant DPN to its associated individuals as required by Clause 10.7 of the GCAA.
  - (c) **Deposit protection information** it has received (whether physically or electronically), reviewed and understood the information relating to the deposit protection regimes which are applicable in Account Jurisdictions (where relevant) as made available at the Landing Page or set out in the relevant Jurisdiction Schedule.
  - (d) **No technical difficulties** it has had no technical difficulties in accessing any documents made available by hyperlink including those referred to in Paragraphs 1.1 and 1.4(b) and (c) above.
  - (e) **Opening of additional Accounts** by opening an Account in any additional Account Jurisdiction from time to time, this Account Opening Form constitutes its agreement to the opening of such additional Accounts and the terms governing such Accounts.
- **1.5** FOR INDONESIAN ACCOUNTS ONLY: Where an Entity opening an Account in Indonesia executes or otherwise accepts this Account Opening Form, it confirms that it has received, reviewed and understood the Information Sheet (containing information regarding the Account, deposit and other related banking products and services, including benefits, risks of the products and/or services, and the terms and conditions) and the Summary Document relating to the Agreement.
- **1.6** FOR ITALIAN ACCOUNTS ONLY: Where an Entity opening an Account in Italy executes or otherwise accepts this Account Opening Form, it confirms that:

- (a) it has received and acknowledges the Information Sheet (foglio informativo) and the Summary Document (documento di sintesi) relating to the Agreement (the "**Transparency Documentation**");
- (b) it has negotiated, and agrees with, the pricing and the economic conditions set out in the Summary Document; and
- (c) it agrees to receive all the documentation and, in particular, the Transparency Documentation in English, considering that each Entity fully understands the English language and therefore the whole content of the Agreement is understandable.

## 2. AUTHORISATION AND EXECUTION

- 2.1 Each Entity confirms that any and all authorised signatories or other persons executing this Account Opening Form (or otherwise accepting the terms of the Agreement) on its behalf have been duly authorised by it to do so, each in accordance with its constitutive documents and Applicable Law, and will furnish us with such documents regarding such signatories as we may reasonably request from time to time.
- 2.2 The authorised signatories or other persons executing or otherwise accepting this Account Opening Form for and on behalf of an Entity: (i) confirm that the relevant Account Signatories specified in Appendix B are authorised to sign on behalf of that Entity for the relevant Account(s) and that the signatures of such Account Signatories provided are true representations of the signatures of such Account Signatories; and (ii) acknowledge and agree that their Personal Data may be used, disclosed and transferred in accordance with Clause 10 of the GCAA.
- **2.3** Subject to Applicable Law, this Account Opening Form, and any other document forming part of the Agreement that requires execution, may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.
- 2.4 FOR FRENCH ACCOUNTS ONLY: Where an Entity opening an Account in France executes this Account Opening Form and any other document forming part of the Agreement that requires execution, it must print two copies of such form and other document, initial each page of each copy and sign each such copy before returning to us a scanned copy of the executed Account Opening Form and other document by email together with one original executed copy by courier to the address specified by us.
- **2.5** Non-execution of this Account Opening Form by or on behalf of one or more Entities does not affect the existence or validity of an Agreement as between us and each Entity which has executed this Account Opening Form and which is deemed to exist in accordance with Clause 3.1 of the GCAA.
- 2.6 For the benefit of each Party, each Entity agrees that subject to Applicable Law we may provide it with or make available any or all documents referred to in Paragraphs 1.1 and 1.4(b) and (c) (and any amendments, modification or supplements to such documents) electronically and that the use of the following technical processes may be used as evidence of its agreement to documents:
  - (a) PDF files containing an electronic scan of the relevant signed document(s);
  - (b) electronic signatures employed with respect to the relevant document(s);
  - (c) click to accept functionality employed with respect to the relevant document(s); and/or
  - (d) email exchange in which it and we express agreement to the relevant document(s).

Each Entity consents to the use of electronic communications and electronic signatures for all purposes under or in connection with the Agreement. Each Entity and us are conscious of the risks that the use of electronic documents and signatures may entail and, nonetheless, have agreed to use them for their mutual benefit and agreed that the Agreement so executed and delivered must be recognized and have the same effects as if it were a paper-based document with wet-ink signatures.

2.7 Each Entity hereby specifically agrees: (a) to the terms and conditions set out in the clauses of the GCAA headed "Governing Law (Clause 3), Account Operation (Clause 4), Account Signatories and Instructions (Clause 5), Force Majeure, Exchange Controls and Duty of Care (Clause 6), Interest, Fees, Overdrafts and Set Off (Clause 7), Cheques, Communications and Account Statements (Clause 8), Amendments and Termination (Clause 9), Confidentiality and Data Protection (Clause 10), Withholdings, Deductions and Tax Provisions (Clause 11), Representations and Warranties (Clause 12), Miscellaneous (Clause 13) and Notices (Clause 14)"; and (b) that it has received at least five (5) days to review the terms and conditions of the Agreement including, but not limited to, all relevant Jurisdiction Schedules or that it has waived the five (5) day period and confirms that it has reviewed and will comply (to the extent applicable) with the Agreement.

**2.8** FOR CANADIAN AND MEXICAN ACCOUNTS ONLY: Where an Entity opening an Account in Canada and/or Mexico executes or otherwise accepts this Account Opening Form, it confirms that it has carefully read, understood and agrees to the following provisions regarding the electronic provision of Account Documentation (defined below):

## **CONSENT TO PROVISION OF ELECTRONIC DOCUMENTS**

This consent applies to this document and all Account Documentation that we may provide you in electronic form.

You hereby agree that we may provide you with all Account Documentation in electronic form. For the purposes of this consent, "<u>Account Documentation</u>" means all of the documents listed in Paragraph 1.1, Notice of deposit restrictions, current and future account statements, notice of changes to charges, notice of changes to interest rates or to the manner of calculating interest, regulatory communications and other notices, disclosures, information, documents, data and records regarding your Account and any other products or services we may provide to you.

Unless and until this consent is revoked, all Account Documentation may be delivered to you at the email address set out in Appendix A, designated by you for such purpose, may be made available to you through Bank of America CashPro<sup>®</sup> Online and/or

any of our successor access electronic channel(s) from time to time or may be posted at <u>click here</u> <sup>[4]</sup>, in which case we will send a notice to you at the email address set out in Appendix A that such document has been made available and/or posted and is available.

You must notify us of any changes to the email address(es) listed on Appendix A in accordance with Clause 14 of the GCAA. We will keep copies of all electronic Account Documentation provided to you for thirty (30) days and will make such copies available to you upon request during that period. However, you should ensure that you keep a copy of all electronic Account Documentation that we provide to you for your own records.

This consent will be effective when you execute or otherwise accept this Account Opening Form and will remain in effect unless and until you revoke it. You may revoke this consent at any time and request we provide all Account Documentation in paper form by notifying us in accordance with the Notices provisions of the GCAA. It may take up to thirty (30) days for the Bank to process your request and your change to take effect.

## CONSENT TO CANADIAN DEPOSIT DISCLOSURE

Where an Entity opening an Account in Canada executes or otherwise accepts this Account Opening Form, it confirms that it has carefully read, understood and agrees to the notice to depositors outlined in the Jurisdiction Schedule for Canada, which has been made available at *click here* <sup>[5]</sup>.

If you experience any difficulty in accessing any documents made available by hyperlink or at the URLs provided, whether referred to in this Account Opening Form or elsewhere in the Agreement, you should notify your Implementation Advisor.

### All documents are available upon request.

### 2.9 FOR KOREAN ACCOUNTS ONLY

Where an Entity opening an Account in Korea executes or otherwise accepts this Account Opening Form, it confirms that:

- (a) it has received, reviewed and fully understands the main terms and conditions along with the Product Description in relation to the Agreement;
- (b) pursuant to Article 3, Paragraph 3 of the Real Name Act, it shall not perform financial transactions under the real name of another person (borrowed-name) for the purpose of:

(i) concealing illegitimate property, money laundering or financing of terrorism and evading compulsory execution; and (ii) other evasions of the law.

Violations of the Real Name Act are punishable by imprisonment for not more than 5 years or by criminal fine not exceeding 50 million won;

- (c) it has received an explanation of (b) above and fully understands this; and
- (d) it has received an explanation on, and understands the applicability of the Depositor Protection Act and the limit on coverage (total of KRW 50 million of principal plus designated interest per legal entity) for this financial product that it is subscribing to.

## 2.10 FOR AUSTRALIAN SMALL BUSINESS ONLY

Where an Entity is incorporated in Australia (or any other Entity carrying on business in Australia and the Account(s) is/are held in relation to the operation of the Entity's business in Australia) and if the Agreement governing Accounts of the Entity constitutes a Small Business Contract, each assessed at the time of entering into or amending the Agreement in respect of such Accounts, the Entity confirms that it has received the Australian Small Business Entity Type Schedule separately provided to it or made available to it on the Landing Page.

 (a) "Small Business Contract" have the meanings given to it in Australian Securities and Investments Commission Act 2001 (Cth) or if applicable the Australian Consumer Law; and (b) Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (cth) (and any equivalent State or Territory legislation) and any regulations under it, and includes any consolidation, amendment, re-enactment or replacement of that legislation.

### 2.11 FOR SPANISH ACCOUNTS ONLY

We will keep a copy of the Agreement which applies to you during the retention period established by Spanish law and will make such copies available to you upon request during that period. However, you should ensure that you keep a copy of the Agreement which applies to you from time to time for your own records.

The reference to the Spanish appendix in the Jurisdiction Schedule for Spain does not apply to the Spanish Accounts listed in Appendix A of this Account Opening Form.

## 2.12 FOR IRISH ACCOUNTS ONLY

A new paragraph shall be added to the Jurisdiction Schedule for Ireland as follows:

"Where you are opening Accounts with us in Ireland in respect of our provision of clearing systems related services for jurisdictions where we do not have a physical presence but instead work with a number of banks (each a "**Bank**") with which we have made arrangements to enable us to provide such services to you, you hereby:

- (a) instruct us to take such actions as are necessary to provide you with such services, including operating a notional reference account in your name and in those jurisdictions where it is deemed appropriate opening and operating a sub-account in your name with the relevant Bank;
- (b) confirm that we may transfer to the relevant Bank such data and provide such Customer Information relating to you or the conduct of your Accounts with us or your relationship with us as is necessary to enable us to provide you with such services; and
- (c) agree to provide such other documents as we may reasonably require for such services to be operated."

## 2.13 INTERPRETATION

In the Agreement:

- (a) references to "Bank of America Merrill Lynch International Designated Activity Company" (including any abbreviated versions) are to be construed as referring to "Bank of America Europe Designated Activity Company";
- (b) references to "Bank of America, National Association, Athens branch" (including any abbreviated versions) are to be construed as referring to "Bank of America Europe Designated Activity Company, Athens branch"; and
- (c) references to "Bank of America, National Association, Frankfurt branch" (including any abbreviated versions) are to be construed as referring to "Bank of America Europe Designated Activity Company, Frankfurt branch".

#### FOOTNOTES:

Where applicable, if the hyperlink is not active, please copy and paste the following URL in your browser:

- [1] https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa.pdf
- [2] Accounts in New Zealand are held with ASB Bank Limited.
- [3] https://business.bofa.com/en-us/content/global-privacy-notices.html
- [4] https://cashproonline-ex-staticprodb.bankofamerica.com/PHXcms/public/content/cashproonline/html/CashProOnline/OnlinePrivacyPolicy/OnlinePrivacyPolicy.html
- [5] https://business.bofa.com/content/dam/boamlimages/documents/PDFs/gcaa-english.pdf#canada

## **Select Execution Type**

☑ Single Entity

Multiple Entities With Same Signer(s)

Multiple Entities With Different Signers

# Select Account Location (if applicable)

Account(s) maintained in Italy

Account(s) maintained in Spain

Account(s) maintained in The Philippines

# EXECUTION PAGE (SINGLE ENTITY)

For and on behalf of the Entity listed in Appendix A:	For and on behalf of the Entity listed in Appendix A:
Authorised signatory (signature)	Authorised signatory (signature)
Full name (print)	Full name (print)
Title	Title

## **APPENDIX A**

ACCOUNT(S) REQUESTED						
For each requested Account, please complete the below table.						
Account Name	Currency	Type (Asia Accounts only)	Branch location			

ENTITY(IES) DETAILS							
For each Entity, please complete the below table.							
Entity(ies)	Registration / ID	Tax registration number	De sistema d'affina				
Full Legal Entity Name	Full Legal Entity Name applicable)		Registered office address	Email * and/or address for statements / notices			

\* Email: please note this information is required.

#### **ENTITY(IES) INFORMATION**

For each Entity, please complete the below table as fully as possible, including details of public ownership/stock market listing of the ultimate holding company. You may be required to provide a legal organisation chart.

In respect of [Full Legal Entity Name]:

The shares of the Entity(ies) are owned by: The ultimate holding company of the Entity(ies) is: The shares of the ultimate holding company are listed on the

stock exchange under the symbol

Please indicate whether or not there is:

(i) one or more beneficial owners of each Entity and in case there is one or more, please provide full identification details:

(ii) an underlying principal on behalf of which each Entity is acting and if there is one, please provide full identification details:

#### PURPOSE OF THE ENTITY'S ACCOUNT(S)

Please advise the purpose of the requested Account(s), including details of the source of funds expected to come into the Account(s):

# **APPENDIX B (GENERAL)**

## ACCOUNT SIGNATORY AUTHORISATION/SPECIMEN SIGNATURE DOCUMENT

Entity/ies:						
LIMITATIONS ON THE AUTHORITY OF ACCOUNT SIGNATORIES						
A:						
В:						
C:						
D:						
Inst	uthorisation of ructions E COMMENT BE	Telephone and Fax				
			EN SIGNATURES AND	OTHER REQUIRED INFORMATION		
	Name	Function / Title	Corporate email address	Signature	Categories	
	1.					
	2.					
	3.					
	4.					
	5.					
	6.					
				porate authorisation documents in connection able Law) agree that their Personal Data m		

By signing this Appendix B, or providing constitutional and/or corporate authorisation documents in connection with this Appendix B, Account Signatories acknowledge and (where required by Applicable Law) agree that their Personal Data may be used, disclosed and transferred in accordance with Clause 10 of the GCAA, and the relevant jurisdiction's Global Banking and Global Markets DPN (which is accessible at the DPN Page).

\*All Account Signatories will be authorised to give telephone and fax instructions (subject to any limitations specified above) unless specific Account Signatories are designated as Category E in which case only those Account Signatories designated as Category E will be authorised to give telephone and fax instructions (subject to the specified limitations).