



CONNEXIS CONNECT/GATEWAY PRODUCT SCHEDULE

NOTE: This Product Schedule is applicable if you have elected for the Connexis Connect/Gateway Service in the Customer Application Form.

This document constitutes a Product Schedule (in particular, an Electronic Platform 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 Connexis Connect/Gateway Service to you as indicated in the Customer Application Form.

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.

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 14.4 (*Variation*) and Part D (*Electronic Platform*) of the Conditions.



1. CONNEXIS CONNECT/GATEWAY SERVICE

- 1.1 Subject to and in accordance with the terms of this Product Schedule, the Conditions and the relevant Operational Materials, we agree to provide to you the Connexis Connect/Gateway Service (and any other services ancillary to the Connexis Connect/Gateway Service that we may agree to provide to you from time to time in our sole and absolute discretion including, without limitation, Easy Connect). The Connexis Connect/Gateway Service is an electronic service accessible via the Electronic Platform under which you may, among other things, transfer, process or exchange files, data and payment instructions between yourselves and ourselves via the Connexis Connect/Gateway System and its infrastructure based on formats specified in the relevant Operational Materials.
- 1.2 We shall provide you with the necessary software and Operational Materials to assist and enable you to set up and use the Connexis Connect/Gateway Service. However, you are solely responsible for the acquisition, installation, maintenance of, and any requisite technical improvements and upgrades to, the software and hardware.
- 1.3 You are required to pass any network connectivity tests (including any file format post connectivity tests) with us before we provide you with the Connexis Connect/Gateway Service.
- 1.4 The Connexis Connect/Gateway Service is provided on an 'as is' basis.

2. REGISTERED ACCOUNTS

- 2.1 You may register for the Connexis Connect/Gateway Service to be provided to any Account or Third Party Account by submitting to us the Customer Application Form.
- 2.2 If you wish to make any amendment to your Registered Accounts, you shall submit a new Customer Application Form to us with an updated list of Accounts or Third Party Accounts to which you wish us to provide the Connexis Connect/Gateway Service.
- 2.3 We may accept or reject any amendment made to the Registered Accounts in our sole and absolute discretion. Any amendment we accept shall take effect as soon as it is processed by us.

3. REPRESENTATIONS

You represent and warrant to us at all times that:

- (a) you have the necessary hardware and software as required in accordance with the relevant Operational Materials to access and use the Connexis Connect/Gateway Service; and
- (b) you will comply with any security procedures specified by us and, if access to the Connexis Connect/Gateway Services is through a third party server, any security procedures specified by that third party.

4. LICENCE TO USE THE CONNEXIS CONNECT/GATEWAY SERVICE

- 4.1 Subject to this Product Schedule and the Conditions, for the duration this Product Schedule applies to you, we grant you a personal, limited, revocable, non-transferable and non-exclusive licence to access and use the Connexis Connect/Gateway Service and the relevant Operational Materials. You may not sub-license this licence or any other right granted under this Product Schedule.

5. SECURITY

- 5.1 You shall not, without our express prior written approval:
 - (a) transfer or assign to any third party the right to access or use the Connexis Connect/Gateway Service; or
 - (b) provide any Access Details or disclose any information or documentation contained on the Connexis Connect/Gateway Service to any third party.
- 5.2 You will obtain and maintain an internet connection and any encryption technology agreed between yourselves and ourselves.
- 5.3 You acknowledge that Instructions carried out using the Connexis Connect/Gateway Service via the Electronic Platform (i) are secured by encrypting the data transferred between your IT Systems and our IT Systems using the agreed encryption technology and (ii) may involve authentication of the Authorised Person issuing that Instruction by way of a digital certificate.
- 5.4 We may provide you with security requirements and procedures which you must follow to use the Connexis Connect/Gateway Service. You shall comply at all times with such security requirements and procedures.



6. ASSISTANCE

- 6.1 We may, in our sole and absolute discretion, provide you with telephone assistance during working hours if you encounter any difficulty in using the Connexis Connect/Gateway Service. A telephone number for such assistance is provided in the relevant Operational Materials.
- 6.2 Technical assistance solely covers access to and use of the Connexis Connect/Gateway Service in accordance with this Product Schedule and expressly excludes assistance on any information in respect of processing Instructions, which must be instead requested from the units responsible for such processing.
- 6.3 As part of providing technical assistance on the Connexis Connect/Gateway Service, we may at any time implement alternate procedures to allow the transmission of certain Instructions to be performed and the processing of those Instructions.
- 6.4 If the Connexis Connect/Gateway Service is not accessible or usable solely due to our actions, we may implement these alternate procedures at any time, in whatever form and to whatever extent we in our sole discretion determine, and we shall inform you when normal operations resume.

7. CONFIDENTIALITY

- 7.1 You irrevocably agree to provide all relevant consents to disclosure and waive any relevant rights under any banking secrecy Laws to the relevant Third Party Banks to:
 - (a) enable the Third Party Banks to execute your Instructions relating to the Registered Accounts; and
 - (b) allow us and the Third Party Banks to communicate effectively to fulfil our obligations to you under this Product Schedule.
- 7.2 You shall not copy or use for personal purposes the files and documentation made available by us in accordance with this Product Schedule.

8. LIABILITY

- 8.1 We shall not be responsible or liable for and you shall assume all risks in connection with any acts or omissions of any Third Party Bank, including but not limited to a Third Party Bank's failure to transmit information relating to the Registered Accounts it holds.
- 8.2 This Paragraph 8 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.

9. DEFINITIONS AND INTERPRETATION

The following definitions shall apply in this Product Schedule:

"Connexis Connect/Gateway Service" means the networking service provided by us to you as described in Paragraph 1.1 of this Product Schedule.

"Connexis Connect/Gateway System" means any hardware and software systems and network connections in connection with supporting and running the Connexis Connect/Gateway Service, but excluding your IT Systems.

"Customer Application Form" means the customer application form completed and signed by or for and on your behalf in connection with the provision of the Connexis Connect/Gateway Service. The Customer Application Form forms part of the Account Opening Documentation.

"Easy Connect" means the optional ancillary service we provide for facilitating transfer of files between ourselves and yourselves.

"Registered Account" means any Account or Third Party Account for which we agree to provide the Connexis Connect/Gateway Service as set out in Customer Application Form.

"Third Party Account" means any account opened in your name or an Affiliate Customer's name with a Third Party Bank.

"Third Party Bank" means any bank or other banking entity or organisation which has entered into an agreement with us for the purposes of the performance of the Connexis Connect/Gateway Service.