

US Global Payments Solutions Terms

1.1 If the Customer is a party to the Master Services Agreement (“MSA”), the following US Global Payments Solutions Terms (together with any supplementary terms that may be issued from time to time, this “Agreement”) supplements and forms part of the US Country Conditions. If the Customer is a party to the Rules for Commercial Deposit Accounts (“RFCDA”), this Agreement supplements and forms part of the RFCDA. If the Customer is a party to the Rules for Deposit Accounts for Financial Institutions (“RFFI”), this Agreement supplements and forms part of the RFFI. Each of the MSA, the RFCDA and the RFFI as applicable to the Customer, is herein referred to as the “Account Rules”. For the purposes of this Agreement, the term “Relationship Documents” will be deemed to include the Account Rules. In case of any inconsistency between this Agreement and the Account Rules, this Agreement will control.

1.2 This Agreement is effective as of the execution by the Customer or use of a Service by the Customer (the “Effective Date”).

1.3 The Customer will provide the Bank with the information, records and data processing media specified for each Service in the form and format and at the time specified by the Bank. For example, the Customer will have its checks encoded with the Magnetic Ink Character Recognition (“MICR”) Line in accordance with the Bank’s specifications. If information, records, or media are not provided in the specified form or format, or by the times specified, or are not accurate and complete, the Bank: (i) will not be bound by the normally applicable delivery schedule; (ii) may charge the Customer its standard rates, or any special rate previously agreed to in writing, for converting nonstandard data into standard form or supplying missing data; and (iii) may deliver as complete whatever part of the Service can be performed with the information, records or media provided to it.

1.4 The Bank represents and warrants that it will use commercially reasonable efforts to ensure that the applicable systems and maintenance services within the Bank’s control will operate and/or perform as expected. However, the Bank makes no representations or warranties of any kind, whether express or implied, including any warranty of merchantability, fitness for a particular purpose, data accuracy or system integration, and expressly disclaims all such representations and warranties with respect to the Services, including any computer software or goods and services related thereto.

1.5 The Customer will inspect the Services performed under this Agreement when received and promptly notify the Bank of any errors. If a Service is provided on a daily basis and receives a daily electronic statement, notice with respect to that Service must be given within ten (10) Business Days of such receipt of statement.

1.6 The Customer will be responsible, at its expense and effort, for procuring, maintaining, and/or ensuring compatibility of any hardware, peripherals, third-party operating systems and any third party software necessary to support the operation of the Services.

1.7 Email Authorization

The Customer authorizes the Bank to accept instructions and documents via a secured email system or other electronic platform acceptable to the Bank to open, manage and close accounts on behalf of the Customer and to add, modify and terminate any services relating to such accounts. By submitting a request to the Bank via secured email or other electronic platform acceptable to the Bank, the Customer

agrees that the Bank may treat any scanned documentation or instruction sent to the Bank via secured email or other electronic platform as if it were an original document signed by the Customer. The Customer represents and warrants that such documentation has been duly authorized by the Customer and shall be enforceable against the Customer. The Customer agrees to promptly provide the Bank with any additional documentation reasonably requested by the Bank, including originals of the scanned documents sent via secured email or other electronic platform. The Customer acknowledges that for certain documents an original may be required by the Bank.

In providing instructions and scanned documentation to the Bank hereunder, the Customer acknowledges the risk of sending such instructions and documentation via email and other electronic platforms and agrees to take appropriate measures, including any reasonable security measures advised by the Bank, to increase security, which may include safeguarding passwords, logging out of sessions, locking computer screens, using email encryption and not sending sensitive information from a public computer.

1.8 Business Purpose

The Customer will use the Services solely for business or commercial purposes and not for personal or consumer purposes.

Definitions

Capitalized terms used but not defined in this Agreement have the meanings set forth in the other Relationship Documents. The following terms will have the following meanings:

- **Account** means any account which is to be opened or which has been opened by the Customer with the Bank under the Relationship Documents.
- **Bank** means HSBC Bank USA, N.A.
- **Law** means any applicable law, regulation, ordinance, rule, judgment, decree, sanction or court order applicable to the Bank or Customer.
- **Loss** means any loss, damages, liability, costs, claims, demands and expenses of any kind whether or not foreseeable.
- **Master Services Agreement** means the global agreement for US commercial deposit accounts.
- **Rules for Commercial Deposit Accounts** means the US local rules governing commercial deposit accounts at the Bank.
- **Rules for Deposit Accounts for Financial Institutions** means the US local rules governing deposit accounts for financial institutions at the Bank.
- **Service Terms** means the terms and conditions in respect to the Services included in this Agreement.
- **Service** means any product or service the Bank provides to the Customer from time to time.

Automated Clearing House (“ACH”)

This section sets out terms and conditions in respect of the provision of the ACH Service by the Bank to the Customer.

1 General Description of Service

The Bank enables the Customer, once approved, to initiate debit/credit instructions for settlement through this Service using the Bank’s E-Channel or similar connectivity channel.

2 ACH Credits and Debits

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Instructions provided by the Customer in a timely manner will be processed electronically by the Bank through this Service in accordance with the Bank's ACH deadlines. The Customer represents to the Bank and agrees that each ACH debit and/or credit Instruction the Customer provides the Bank is in the format specified by, and has been properly authorized by, the person whose Account is affected in accordance with the NACHA Operating Rules and the EPN Operating Rules, and that the authorization is operative through the scheduled date of transmittal of the debit or credit by the Bank, as provided in the Relationship Documents.

Credit given by the Bank to the Customer with respect to an ACH credit entry is provisional until the Bank receives final settlement for such entry through the Federal Reserve Bank. If the Bank does not receive such final settlement, the Customer is hereby notified and agrees that the Bank is entitled to a refund of the amount credited to the Customer in connection with such entry, and the party making payment to the Customer will not be deemed to have paid the Customer the amount of such entry.

3 ACH - IATs

The Customer acknowledges and agrees that it will not affect any transfers via the ACH Service that would meet the definition of an "IAT", as promulgated by NACHA, without first notifying the Bank and obtaining advance approval from the Bank for the procedures and format that the Customer will use to effect such IAT transfer. If the Bank approves that the Customer can originate a cross border IAT ACH transaction, the Customer will be bound by and comply with Law, including any applicable foreign local laws, regulations, and rules. The Customer further agrees to accept responsibility for all foreign exchange risk related to such IATs.

4 Daily Settlement Limits (ACH Credit Limit)

The Customer authorizes the Bank to obtain a credit report on the Customer and verify other financial information with third parties to establish the Customer's credit-worthiness in connection with the ACH Service. This information will be used by the Bank to establish the daily ACH credit limit and the Customer authorizes the Bank to report such information for lawful purposes. The total dollar amount of any one Business Day of ACH entries for each ACH Service will not exceed the daily credit limit for such ACH Service.

If ACH entries exceed the credit limit, the Customer agrees that all ACH transactions submitted for that day may not be processed. If a "do not process" decision is made by the Bank, the Customer will be notified and may be responsible for re-transmitting the ACH transactions.

5 NACHA Rules Compliance and Violations

The Customer is accountable and liable for any ACH transaction originated by the Customer that violates the provisions of the NACHA Operating Rules. The Bank may, at its sole discretion, audit the Customer's compliance with the NACHA Operating Rules and this Agreement. If a NACHA Operating Rules violation results in a fine being assessed, the Bank has the right to collect the fine by debiting the Customer's account.

6 ACH Direct Debits - Choice of Law; Debit Authorization

The Bank may accept on the Customer's behalf, direct debit payments to an Account which have been transmitted through one or more Automated Clearing Houses and which

are not subject to the U.S. Electronic Funds Transfer Act. The Customer's rights and obligations with respect to such ACH direct debit payments will be governed by the applicable Law of the State of New York. The Customer must obtain, retain, and agree to provide the Bank or any receiving bank, upon request, copies of authorizations for direct debits the Customer has obtained in accordance with applicable operating rules and any applicable requirements of Regulation E.

7 Return Items

Unless otherwise instructed by the Customer and agreed by the Bank, the Bank will debit or credit the Account for items returned through an ACH and forward to the Customer notification thereof. The Customer agrees that the rate of return items will not exceed industry standards for such ACH transaction type. The Customer further agrees that for IAT entries, the ACH item return timeframes vary depending on the local payment system rules of the receiving bank's jurisdiction.

8 Rejection of ACH File

The Bank may reject any ACH file or entry that does not comply with Law, Applicable Rules, or the Bank's formatting requirements, as communicated to the Customer. At its sole discretion, the Bank may reject ACH files valued in excess of the available funds in the originating account or the established ACH facility limit. The Bank may notify the Customer of a rejected file on the file received date but not later than the effective date. The Bank will have no liability to the Customer for any ACH file rejection or the fact that notice thereof was not provided by the Bank to the Customer at an earlier time than stated herein.

9 Cancellation or Amendment of ACH Entries

The Customer has no right to cancel or amend any ACH entry after its receipt by the Bank. The Bank will use reasonable efforts to act on the Customer's request to cancel an ACH entry, including On-Us Entries received prior to the Bank's processing of such ACH entries. The Bank, however, will have no liability if a Customer's request to cancel or amend an ACH entry is not effected by the Bank for any reason whatsoever.

10 Prefund Credit Origination

Where the Customer does not qualify for an ACH daily settlement credit limit, the Bank offers an ACH Prefund Credit Origination Service that allows for processing of ACH credits. This Service requires that the Customer irrevocably make available to the Bank, in actually and finally collected and available funds, the total amount of all ACH credit originations transmitted prior to the time the Bank processes the items. If the Customer fails or refuses to prefund the full amount of its ACH credit entries, the Bank may, at its sole discretion, refuse to process ACH items that have not been prefunded. If the Customer only partially prefunds the amount of its ACH credit entries, the Bank may, in its sole discretion, refuse to process all items. If a "do not process" decision is made, the Customer will be notified and may be responsible for re-transmitting the ACH entries. The processing of such ACH credits by the Bank will be subject to the following prerequisites. The Customer agrees:

- (i) to initiate only ACH credit instructions, via ACH formatted file;
- (ii) to not present any ACH debit offset instructions in any ACH formatted file;

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- (iii) that the designated settlement account cannot be either a controlled disbursement Account or a commercial deposit Account that is participating in the Service that facilitates the automatic transfer of funds out of such account on a daily basis; and
- (iv) that funds to settle the ACH formatted file will be held in the designated settlement account on the day prior to settlement and will be deemed unavailable for other transaction purposes.

HSBC Debit Mastercard BusinessCard®

HSBC Debit Mastercard BusinessCard® Terms

These HSBC Debit Mastercard BusinessCard ("Debit Card") Service Terms cover the use of the Debit Card in connection with the Account designated by the Customer. Use of a Debit Card constitutes acceptance of the Terms.

Business Purpose: The Account and Debit Card are for business purposes only.

Use of The Debit Card: The Debit Card can be used with the Personal Identification Number selected by the Customer (PIN) in any electronic facility that accepts the Debit Card for deposits, withdrawals, purchases, transfers of funds between Accounts, payments, point of sale transactions and balance verification. Transactions made at any electronic facility are subject to the Bank's verification and will not be effective until recorded on the Bank's books. There is no right to stop payment on any point of sale transaction or any ATM transaction performed by the Customer (including any Cardholder).

Rules: Each transaction will be subject to the Service Terms and any of the agreements the Customer may have with us regarding transactions and Accounts. The Electronic Banking Services Information Statement - Business (EFT Statement) And EFT Facility Charges - Business Disclosure should be consulted for additional terms that apply to the use of the Debit Card and PIN.

The Customer's Responsibility: The Customer is responsible both for any authorized transaction made and for those made by anyone whom the Customer has authorized to make transactions. If the Cardholder provides the Debit Card and PIN to an individual, the Customer is responsible for any transactions that individual made until the Bank is notified that the person no longer has the Customer's permission to use the Debit Card to make transactions. The Customer will not be responsible for transactions made by an unauthorized individual who obtains possession of the Debit Card and/or PIN after they are lost or stolen.

Details as to the Customer's responsibility and the means of keeping down any possible losses are set forth in the EFT Statement.

Security Procedures: The Bank is authorized to accept payment instructions using the Debit Card and PIN associated with the Debit Card. The Bank's terms for Funds Transfers in the Relationship Documents apply to Funds Transfers using the Debit Card and PIN. Under the Relationship Documents, the Debit Card and the PIN are a Level Two Security Procedure. Any transaction in the name of the Customer shall be deemed authorized by use of the Debit Card and PIN. The Bank shall be entitled to pay funds from the Account and charge a fee for the service regardless of by whom or by what means the Debit Card and PIN were used.

Overdrafts: The Customer understands that the Debit Card does not serve as overdraft protection and agrees not to make or authorize any other individual to make a withdrawal which will overdraw an Account. If any overdraft does occur, the Customer will repay the amount promptly.

However, if the Customer has an agreement under which the Bank is providing loans to the Customer to cover overdrafts in an Account, the Customer may create overdrafts as provided in that agreement.

However, the Bank does not have to permit or cover any overdraft which exceeds the limits provided for in the Customer's overdraft agreement.

Foreign Transaction Fee: If the Customer effects a transaction in a currency other than U.S. dollars or in U.S. dollars outside the United States, Mastercard will convert the transaction into a U.S. dollar amount and charge a currency conversion fee. The currency conversion rate used to determine the transaction amount in U.S. dollars for such transaction is either a government mandated rate or a wholesale rate determined by Mastercard for the processing cycle in which the transaction is processed, and is further increased by a percentage established by the Bank (currently 3%). The currency conversion rate used by Mastercard on the processing date may differ from the rate that would have been used on the transaction date or cardholder statement posting date. In many cases, fees will be lower if the transaction is not converted to USD at the point of sale.

After the foreign transaction fee has been reported to the Bank, the acquired converted transaction amount is disclosed in U.S. dollars on the Customer's next periodic statement.

Receipts and Statements: The Customer may receive a receipt showing the details of each transaction. That receipt will be written evidence of the Customer's request or order for the transaction which it describes. The Customer agrees that the Bank does not need to return to the original or a copy of any sales draft or cash withdrawal draft to the Customer originated by proper use of the Debit Card. Transactions will also be shown on periodic statements provided by the Bank to the Customer.

Cancellation: The Bank can cancel the Customer's right to use the Debit Card at any time by providing written notice to the Customer's address shown on the Bank's records. The Debit Card is the Bank's property, and the Customer agrees, at the Bank's request, to destroy or return to the Bank any Debit Card in the Customer's possession.

Applicable Law: This Agreement is governed by the laws of the State of New York, as well as applicable laws and regulations of the United States.

Severability: If any term of this Agreement conflicts with the law, all other terms of this Agreement will still remain in effect.

Attorney Fees: The Customer agrees to pay all collection costs, including reasonable attorney fees and court costs, to the extent permitted by law.

Miscellaneous: Transactions made at any electronic facility are subject to the Bank's verification and will not be effective until recorded on the Bank's books.

The Bank may change the terms of this Agreement from time to time, but will provide the Customer prior written notice of any such change.

HSBC Global Wallet Services

1 General Description of Services

The Customer may request that an HSBC Global Wallet be opened. An HSBC Global Wallet will allow the Customer to hold In-Scope Currency which may be used to: (a) make and/or receive payments via local clearing, settlement or payment systems in an In-Scope Country using the corresponding In-Scope Currency; and/or (b) make and/or receive cross border transfers via international clearing, settlement or payment systems.

The Bank will provide the Customer with local addressing information that will enable payors to transfer funds via a local clearing, settlement or payment system in the relevant In-Scope Country, where applicable, to the Customer's HSBC Global Wallet. In some instances, where the Customer is receiving payments and the payor has not provided sufficient information and/or due to certain payment system limitations, the Bank may require the

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Customer to provide additional information before that payment can be processed. If the requested additional information is not received in a timely manner, the Bank may be unable to further process that payment and will return such payment to the relevant payor's bank. For the avoidance of doubt, local addressing information is for payment processing and does not constitute an Account

2 HSBNet and Eligible Account

An HSBC Global Wallet and the HSBC Global Wallet Services: (a) are subject to the Customer having an Eligible Account with the Bank; and (b) can only be accessed via HSBNet. If the Customer is not the Profile Owner, the Customer confirms that it has authorized or will authorize, as the case may be, the Profile Owner to act through HSBNet on its behalf pursuant to the E-Channels Letter of Authority or such other similar letter of authority executed or to be executed by the Customer. If access to the HSBC Global Wallet Services via HSBNet is terminated or revoked or if all of the Customer's Eligible Accounts with the Bank are terminated, access to the Customer's HSBC Global Wallet will also be terminated or revoked. In such event, the Bank will be entitled to terminate the Customer's HSBC Global Wallet in accordance with Clause 5 below.

3 Customer Acknowledgements

The Customer acknowledges and agrees that:

- (a) An HSBC Global Wallet does not accept deposits or withdrawals by cash or check;
- (b) An HSBC Global Wallet is to be used for business (not consumer) operational purposes and should not be used to hold or speculate on currencies;
- (c) The Bank reserves the right to charge a fee to maintain a balance of certain currencies as part of the HSBC Global Wallet Services.
- (d) No interest or earnings credit will accrue on balances held in an HSBC Global Wallet, but interest may be charged on all or part of the balances in accordance with the Account Rules;
- (e) Any currency conversion the Customer may require to effect: (i) transfers between the Customer's Eligible Account and an HSBC Global Wallet; (ii) transfers within the Customer's HSBC Global Wallet; or (iii) payments from an HSBC Global Wallet, will be at the exchange rate accepted via HSBNet. Conversion of funds into foreign currency involves risk since the funds may lose value if and when they are converted back to USD or another currency.
- (f) Electronic statements for an HSBC Global Wallet will be issued on HSBNet on a monthly basis.
- (g) All funds in an HSBC Global Wallet are insured by the Federal Deposit Insurance Corporation up to the standard maximum deposit insurance amount for each deposit insurance ownership category. Any payment of insurance for currencies held in an HSBC Global Wallet will be in USD.

4 Security Interest

The Customer will not grant any security interest over or transfer or assign its rights in connection with an HSBC Global Wallet.

5 Termination of an HSBC Global Wallet

In addition to the termination rights set out in the Account

Rules, if for any reason, an HSBC Global Wallet is required to be terminated, the Bank is entitled to convert the balance in the HSBC Global Wallet in accordance with the Account Rules and credit that balance to any Account that the Customer maintains with the Bank.

6 Definitions

- **"Eligible Account"** means any current eligible US Account that the Customer maintains with the Bank.
- **"HSBC Global Wallet"** means a US-domiciled Account that the Customer instructs the Bank to open, to be used for the purposes of holding, transferring or receiving funds in accordance with this Agreement.
- **"HSBC Global Wallet Services"** means an HSBC Global Wallet and related services made available in accordance with this Agreement.

Money Market Check Access Service

This section sets out terms and conditions in respect of the provision of Money Market Check Access Service by the Bank to the Customer.

1 General Description of Service

The Money Market Check Access ("MMCA") Service enables the Customer to open one (1) or more MMCA designated Accounts ("MMCA Accounts") to receive interest calculated at a variable rate.

2 Designated Interest Accounts

The Customer may establish one (1) or more designated interest Accounts to be linked to the MMCA Accounts for the purpose of receiving the interest accrued on such MMCA Accounts, as designated on Schedule A to this Agreement ("**Designated Interest Account(s)**"). The MMCA Accounts and the Designated Interest Accounts will be governed by the Relationship Documents.

3 Interest

Interest paid on MMCA Accounts will be calculated using the ledger balance and the Effective Rate (as defined below), and will be paid and compounded monthly. The Bank may change the Effective Rate at its sole discretion at any time.

4 Effective Rate

The "**Effective Rate**" is the rate used to calculate interest payable on the ledger balance. The Effective Rate will be set forth in Schedule B to this Agreement and may be expressed as a set numerical value or a mathematical formula. If the Effective Rate is expressed as a mathematical formula, it may or may not use an account level margin ("**Margin**") in conjunction with a factor of any one (1) or more of the following: (i) Bid Rate (as defined below); or (ii) a specified external market rate (each a "**Variable Factor**"). If the Effective Rate is expressed as a formula using one (1) or more Variable Factors, then the Effective Rate will automatically adjust, without notice, when applicable Variable Factors adjust. Furthermore, if the Effective Rate is expressed as a formula, the Bank may change the Variable Factor and Margin, set forth in Schedule B, at its discretion at any time. The Customer can inquire about the Effective Rate by contacting its HSBC Client Services Team.

5 Bid Rate

"**Bid Rate**" is a rate set from time to time by the Bank in its sole discretion, and is not tied to an external market rate, index or benchmark. The Bank may determine distinct Bid

Rates that will be applicable to set industries, market sectors, products or other set categories; however, each Bid Rate is determined for broad application by the Bank and is not set on a customer-by-customer basis. The Bank periodically evaluates its Bid Rates in order to determine if revisions to the Bid Rates are necessary.

6 MMCA Account Closure

In order to avoid loss of accrued interest in connection with the closing of the Customer's MMCA Account, the Customer should consider notifying the Bank of its intent to close such Account effective as of the following interest payment date. The Customer may proceed to reduce its MMCA Account balance to zero and, on the following interest payment date, the Bank will pay the Customer the accrued interest and then formally close the MMCA Account.