

US Account Disclosures

The following disclosures ("**US Account Disclosures**") supplement the Master Services Agreement ("**MSA**") and form part of the Relationship Documents, which will apply to the provision of Services by the Bank to the Customer in the US. This is a Supporting Document and should be read together with the US Country Conditions and all other Relationship Documents.

1 FDIC Insurance

1.1 All funds in transaction Accounts are insured by the Federal Deposit Insurance Corporation ("**FDIC**") up to the standard maximum deposit insurance amount for each deposit insurance ownership category.

1.2 The Customer may transfer or elect to have the Bank automatically sweep funds from its Account: (i) into another deposit product; or (ii) into an uninsured non-deposit product or for use in an uninsured non-deposit Service. The Customer's transfers and/or election to have funds automatically swept from its Account can affect the FDIC insured status of the funds.

The products the Bank offers that involve transfers and/or automatic sweeping of funds from the Account into another FDIC-insured deposit Account include transfers and sweeps related to Zero Balance Account ("**ZBA**")/cash concentration Services, subaccounts, money market deposit Accounts, and Accounts set up in connection with the Bank's Overnight Interest Sweep ("**OIS**") Service. Transfers or automatic sweeping of funds from the Account into another FDIC-insured deposit Account does not change the insured status of the transferred or swept funds.

The products the Bank offers that involve transfers or automatic sweeping of funds from the Account into uninsured non-deposit Services include automated sweeps to money market mutual funds, the Bank's overnight International Banking Facility ("**IBF**"), and accounts at other banks or financial institutions. Transferring and/or sweeping funds from the Account into an uninsured non-deposit Account or for use in an uninsured non-deposit Service will cause the transferred or swept funds to lose their FDIC-insured status.

1.3 Funds transferred and/or swept from the Account into: (i) a money market mutual fund; (ii) an IBF; (iii) an account at a bank or financial institution whose deposits are not FDIC-insured (including banks outside the US); or (iv) any other uninsured Account or financial product, will result in the loss of FDIC-insured status for the transferred or swept funds. In the event of the Bank's failure: (i) any investment in a money market mutual fund will continue as an interest in the applicable investment and the Customer will not have a depositor's or general creditor's claim against the Bank; (ii) the Customer will be treated as a general, unsecured creditor with respect to any funds automatically swept from the Account into an IBF, or transferred or swept to any of the Bank's other uninsured Accounts or financial products; and (iii) the Customer will be treated as a depositor of the other bank or financial institution with respect to any funds which have been transferred or automatically swept from the Account into an account at such other bank or financial institution.

2 Funds Availability

2.1 Unless specifically stated otherwise herein, the disclosures made in this Clause 2 apply to all checking and savings Accounts and to Certificates of Deposit ("**CD**") provided by the Bank. Until funds are available according to this Clause and the US Special Funds Availability Table, the Customer may not withdraw the funds in cash, and the Bank may choose not to use the funds to pay checks the Customer has written or other withdrawals or transfers the Customer has authorized.

The day of availability of funds is counted in Business Days from the day of the Customer's deposit of such funds with the Bank. If the Customer makes a deposit at a branch on a Business Day, the Bank will consider that day to be the day of the Customer's deposit. If the Customer makes a deposit before the applicable cut-off time at any HSBC ATM or via Mobile Remote Deposit Capture ("**mRDC**"), Remote Deposit Capture ("**RDC**") or Image Cash Letter ("**ICL**") on a Business Day, the Bank will consider that day to be the day of the Customer's deposit. However, if the Customer makes a deposit after the applicable cut-off time at an HSBC ATM or via mRDC, RDC or ICL on a Business Day on a non-Business Day, the Bank will consider that deposit to be made on the next Business Day.

The day of availability varies depending on the type of deposit, as explained below:

- (i) **Same Day Availability:** Cash deposits, funds transfers between Accounts in the same name, and RTP Payments are available on the same Calendar Day the Bank receives the deposit. Every day is a Calendar Day. For deposits that are eligible for same Calendar Day availability, if the Bank receives a deposit after 12 a.m. (Midnight) Eastern Time, the deposit will be considered received the next Calendar Day. Incoming wire transfers and electronic direct deposits are made available on the same Business Day the Bank receives the deposit or the final credit for the deposit.
- (ii) **Next Day Availability:** Funds from the following deposits made payable to the Customer are available to the Customer on the first (1st) Business Day after the day of the Customer's deposit:
 - US Treasury Checks
 - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders
 - Checks drawn on the Bank

Funds from the following deposits made payable to the Customer are available to the Customer on the first (1st) Business Day after the day of Customer's deposit if made in person to one (1) of the Bank's employees using a special deposit slip available on request at any branch:

- State and local government checks
- Cashier's, certified, and teller's checks

Deposits of funds from state and local government, cashier's, certified, or teller's checks, and cash not made in person to one (1) of the Bank's employees (for example, deposit via mail), will be available on the second (2nd) Business Day after the day of the Customer's deposit.

- (iii) **Other Check Deposits:** Check deposits other than those identified above are considered "Other Check Deposits." At least the first \$275 of the Customer's Other Check Deposits will be made available on the first (1st) Business Day after the day of the Customer's deposit. The remaining balance of the Customer's Other Check Deposits will be available in accordance with the US Special Funds Availability Table, based on Account type and Account location.

In some cases, funds the Customer deposits by check may be unavailable for a longer period including where: (i) the Bank believes a deposited item will not be paid; (ii) the Account has been repeatedly overdrawn in the last six (6) months; (iii) the Customer redeposits a check that has been returned unpaid; (iv) the Customer deposits checks totaling more than \$6,725 on any one (1) day; or (v) the Bank has an emergency, including, a system, computer or communications failure. The Bank will notify the Customer of any such delays and when the funds will be available. Generally, this will be by the sixth (6th) Business Day after the day of the Customer's deposit.

- (iii) If the Bank accepts for deposit a check that is drawn on another bank, it may make the funds available for withdrawal immediately, but delay the Customer's ability to withdraw a corresponding amount that it has on deposit in another Account. The funds in such other Account would not be available for withdrawal until the scheduled availability day for the type of check deposited. When the Bank cashes a check drawn on another bank, the Bank may withhold the availability of a corresponding amount of funds in the Account. The funds will become available when funds from the check cashed would have been available had the Customer deposited it.

The Bank may refuse to accept or may delay the availability of checks drawn on banks outside the US (including Bank affiliates) and on checks drawn in foreign currencies, convert such checks to USD and deposit them as cash or handle them on a collection basis. Regardless of whether the Customer's foreign check is converted or processed on a collection basis, the Customer will bear all exchange risk in the event of a returned item. If the Customer wants to avoid such exchange risk, it can request that the item be processed on a collection basis for the applicable fee. If a check drawn on a bank outside the US uses a dollar sign ("\$\$") but does not indicate that the check is drawn in USD, the Bank will process it as a check drawn in the currency of the country where the bank is located, e.g. Canada. The Customer will bear the costs associated with any adjustments that must be made if the check should have indicated it was drawn in USD, including exchange rate adjustments and fees assessed against the Bank by third parties related to the adjustment. The Customer can avoid this risk by making sure that the issuer of the item clearly identifies checks payable in USD.

- 2.2** The Bank may apply the following rules during the first thirty (30) days the Account is open:

Funds from deposits of cashier's, certified and teller's checks, and federal, state and local government checks will be available on the first (1st) Business Day after the day of the Customer's deposit if the deposit meets certain conditions. For example, checks must be payable to the Customer and deposited in person to an employee of the Bank (and the Customer may have to use a special deposit slip). If the Customer's deposit does not meet these conditions, funds from the Customer's deposit will be available to the Customer no later than the fifth (5th) Business Day after the day of deposit. Funds from Other Check Deposits will be available to the Customer no later than the fifth (5th) Business Day after the day of the Customer's deposit.

- 2.3** The Bank's funds availability policy does not affect the Customer's obligation to repay the Bank for checks that the Customer deposits which are returned unpaid, nor does it limit the Bank's right to charge back the Account or to obtain reimbursement for any check that is not finally paid for any reason.

3 Checking and Savings Accounts

- 3.1** Checking Accounts maintained on the Bank's demand deposit account ("DDA") system may consist of two (2) sub-accounts on the Bank's books: a checking sub-account and a savings sub-account. These sub-accounts will be treated as a single Account for the Customer's use and the Customer's bank statement, Account balance, interest, fees, or features of the Account. For interest-bearing checking Accounts, the Bank pays the same interest rate on balances in both sub-accounts. All deposits and other credits will be posted to, and checks and debits deducted from, the checking sub-account.

If the checking sub-account exceeds a threshold amount (which the Bank may establish and change at its discretion), the Bank may transfer excess funds to the savings sub-account. As such funds are needed to pay items presented against the Customer's checking sub-account, the Bank will transfer the equivalent amount back to the checking sub-account up to six (6) times per statement period. If a sixth (6th) transfer is needed, the balance of the savings sub-account will be transferred to the checking sub-account. This process may be repeated each month. The above description does not apply for checking accounts maintained on the Bank's Wholesale Deposit Account ("WDA") system.

3.2

The Bank has no duty to visually inspect signatures on checks. The Bank may, at its discretion, return unpaid checks or drafts where the signature does not correspond to the signature of record, unless the Customer notifies the Bank in advance in written form acceptable to the Bank at its sole discretion that it authorizes such checks or drafts to be paid. The Bank may construe the meaning as "or" of any symbol, mark or word (other than the word "and") used as a connective, or may imply that the word "or" was meant to be inserted in the absence of any connective, on the payee line of any check containing multiple payees. In addition, the Bank may debit the Customer's checking and savings Accounts based on a single signature regardless of the transaction amount, and any multiple-signature requirements or signing limits, or restrictions that the Customer may have shared with the Bank are for the Customer's internal use only, notwithstanding any communication or instruction to the Bank to the contrary.

3.3

The Bank may debit the Account the day an item is presented or at such earlier time as the Bank receives notification that an item drawn on the Account has been deposited at another financial institution.

For transaction accounts opened and maintained on the Bank's WDA system, the Bank will pay debit items upon presentation and in no particular size order.

For all other Accounts, the Bank posts transactions to the Account throughout the day in the order that it receives them. At the end of each Business Day, the Bank completes the following to determine the Customer's end of day bank/ledger balance:

1. Start with the bank/ledger balance in the Account;
2. Add deposits and credits to the Account;
3. Subtract fees resulting from prior day activities, which were not charged on the current day (e.g., Chargeback Fee);
4. Subtract outgoing wire transfers;
5. Subtract from available balance, withdrawals performed at the branch from lowest to highest dollar amount;
6. Subtract from available balance, transaction amounts that are authorized based on the Customer's available balance at the time it performed the transaction in lowest to highest dollar amount. Transactions include everyday debit card transactions, ATM withdrawals, and online transactions (Note: The amount authorized for debit card transactions might vary from the actual amount of the transaction that posts to the Account at settlement);
7. Subtract all other items in order of lowest to highest dollar amount; and
8. Subtract fees resulting from current day activities (e.g., Stop Payment Fee).

After completing the steps above to determine the Customer's end of day bank/ledger balance, the Bank subtracts the amount of any deposit not currently available (refer to the US Special Funds Availability Table for more information) and subtracts holds (e.g., debit card authorizations) from the end of day bank/ledger balance to determine the Customer's available balance, and assess any relevant charges

An overdraft occurs when the Customer does not have enough money (available balance) in the Account to cover a transaction, but the Bank pays it anyway. The Customer's available balance is the amount of funds the Customer has available in the Account to spend without overdrawing the Account. It includes all cleared and pending transactions (e.g. holds for debit card transactions that the Customer has authorized that have not been presented to the Bank for payment). The Customer should keep in mind that any non-preauthorized transactions (e.g. checks) the Customer initiated but which have not yet been presented to the Bank for payment need to be subtracted from the Customer's available balance for the Customer to know the exact amount of money the Customer has to spend or withdraw. Balances may change frequently throughout a Business Day. The Customer waives any claim against the Bank based on representations made by the Bank, either orally or in writing to the Customer, or its authorized persons, or to any other party, regarding balance information. The available balance does not include the amount of deposits not currently available (refer to Clause 2 for more information).

The Account may be debited on the day an item is presented, or at such earlier time as notification is received by the Bank that an item drawn on the Account has been deposited for collection in another financial institution. A withdrawal is deemed to be made when recorded on the books of the Bank, which is not necessarily the date that the account holder initiated the transaction. The Bank reserves the right to pay each item into overdraft, to impose overdraft charges as permitted by Law, and to apply any later deposits to those overdrafts or overdraft charge, by way of setoff. An "item" includes Instructions, Payment Orders, Remotely Created Checks (as defined below), service charges, and any other instruments for the payment, transfer or withdrawal of funds, including an image or photocopy of same, and any resubmission thereof due to insufficient or unavailable funds. A determination of the Account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one (1) such determination need be made.

If any check or other item deposited into the Account does not have the Customer's endorsement, the Bank has the right to endorse such item or treat it as if the Customer had endorsed it. Any check or other item deposited into the Account that appears to contain the Customer's stamped or facsimile endorsement will be treated as if the Customer had actually endorsed it. The Bank is not legally bound by any conditional or restrictive endorsement on any check or other item that the Customer cashes or deposits, or any endorsement noted to be "without recourse". The Customer is responsible for any Loss resulting from its improper endorsement of a check if it causes a Bank endorsement to be illegible.

The Bank may require that checks and other items the Customer wishes to deposit be endorsed by all parties to whom the items are payable. The Bank may require verification of any endorsement through either an endorsement guarantee or personal identification. If the Customer deposits items which bear the endorsement of more than one (1) person or of persons who are not signers on the Account, the Bank may refuse the item or may require the Customer to have its endorsement guaranteed before the Bank accepts an item.

3.4

The Bank may accept for deposit checks payable to any signer on the Account when endorsed by any other authorized signer.

The Customer may request the Bank to stop payment on a check drawn on the Account in person, by mail, by phone or by using the Bank's internet banking systems. The Bank needs a reasonable amount of time to apply the stop-payment request and to verify that the check has not already been paid. The Customer must provide the Bank with the Account number, payee, date, exact amount of the check and the check number. The Customer's stop payment request takes effect when the Bank records it on the Account. Telephone requests must be confirmed in writing within fourteen (14) days. Stop payment requests will only be valid for six (6) months, unless renewed in writing. Special procedures apply to a cancellation of a funds transfer.

3.5

A "**Remotely Created Payment Order**" is any payment instruction or order drawn on a person's deposit Account that is created by the payee or the payee's agent and deposited into or cleared through the check clearing system. This includes a "**Remotely Created Check**," as defined in Regulation CC (12 CFR Part 229). The Bank may refuse to receive or process for deposit or collection any Remotely Created Check or another Remotely Created Payment Order, without cause or prior notice. If the Customer deposits a Remotely Created Check or another Remotely Created Payment Order into the Account, the Customer represents, warrants and agrees to the following for each such item: (i) the Customer is not a Telemarketer or engaged in Telemarketing, as those terms are defined in the Federal Trade Commission Telemarketing Sales Rule (16 CFR Part 310) ("**TSR**"); (ii) the Customer has received duly lawful, express and verifiable authorization to create a Remotely Created Check or another Remotely Created Payment Order in the amount and to the payee that appears on such item; (iii) the Customer has and will maintain proof of the necessary authorization for at least two (2) years from the date of the authorization and supply the Bank with evidence of such authorization upon request within five (5) Business Days; (iv) the Customer is identifying and will continue to identify any Remotely Created Checks and other Remotely Created Payment Orders the Customer presents for deposit or collection by entering a "6" in the External Processing Code field of the MICR line in conformance with current X9 Standards and will hold the Bank harmless from any Losses in the event the Customer fails to do so; (v) if a Remotely Created Check or another Remotely Created Payment Order is returned, the Customer owes the Bank the amount of such item, regardless of when it is returned, and agrees to hold the Bank harmless from any Losses arising from this deficiency; (vi) the Bank may take funds from the Account to pay the amount the Customer owes, and if there are insufficient funds in the Account, the Customer will owe the Bank the remaining balance; (vii) the Customer is operating and will continue to operate in accordance with Law applicable to Remotely Created Checks and other Remotely Created Payment Orders, including Regulation CC, the New York Uniform Commercial Code, and TSR; and (viii) the Bank has the right at any time to review the activity in the Account and set limits on allowable unauthorized returns.

3.6

If the Customer or its authorized third party creates a Remotely Created Check or a check that otherwise bears a facsimile signature, the Bank may at its discretion, but is not required to, pay such check. Alternatively, the Bank may return such check even if the Bank has honored similar checks in the past. The Customer agrees that the Bank is not liable to the Customer for any Losses that may result from either honoring or dishonoring any such checks.

- 3.7** The Bank may certify or pay a check before the date written on it and charge the Account without being liable. The Bank may also refuse to certify or pay a post-dated check. The Bank may dishonor and return unpaid other items drawn, accepted or made by the Customer as a consequence of the Bank having certified or paid a post-dated item.
- 3.8** The Bank is not required to pay an uncertified check six (6) months after the date written on it. The Bank will not be liable in the event the Bank does pay such check.
- 3.9** The Bank may replace original checks with "substitute checks". Such checks constitute a slightly-reduced image of the front and back of the original and will state: "This is a legal copy of the Customer's check." The Customer can use such checks in the same way it would use original checks. The Customer may use a substitute check as proof of payment. Some or all checks the Customer receives back from the Bank may be substitute checks.
- 3.10** The Bank may elect not to return physical checks to the Customer following processing. If the Customer needs a copy of a cancelled check or other item, the Bank will make it available to the Customer. The Bank will hold copies of the Customer's records for the period required by Law, which is generally seven (7) years.
- 3.11** The Bank may require the Customer to use the Bank's checks. Depending on style and number of checks the Customer orders and the kind of checking Account the Customer has, the Bank may charge a fee to the Account for the Customer's checks. Should the Customer elect not to use the Bank's style or designed checks, the checks must meet the Bank's specifications and must comply with industry standards.
- 3.12** The Bank offers interest bearing checking Accounts and savings Accounts against which checks may be written. The Bank may ask the Customer for seven (7) days' advance notice of a withdrawal from a savings or checking Account. If the Bank does so, it will not be liable for dishonoring the Customer's checks during the seven (7)-day notice period. Savings Accounts are not transferable except on the Bank's books.
- 3.13** Cash deposited before the applicable cut-off time begins earning interest the same day. Cash deposited after such cut-off time or on a non-Business Day, begins earning interest the next Business Day. For non-cash items (e.g. checks), interest begins to accrue on the Business Day the Bank receives credit for the non-cash item.
- If applicable, the Bank credits interest to the Account monthly, quarterly, semi-annually, annually or at maturity, depending on Account type. Credited interest will show on the Customer's statement. Interest on savings Accounts and CDs can be credited to another qualified Bank checking or savings Account per the Customer's specifications. A CD does not earn interest after the maturity date. However, the Customer will earn interest from the original maturity date on the renewed principal amount if the Customer renews its CD within the Grace Period, as defined in the US Global Liquidity and Cash Management Terms, and the renewal date is adjusted from the original maturity date.
- 3.14** Only six (6) pre-authorized, automatic, computer or telephone transfers may be made from a savings Account to another Account in any calendar month. If permitted by the Account, checks, drafts, debit card transactions or similar orders made payable to a third party are included in this limit. If the Customer exceeds this limit, the Bank may be required to close or convert the Customer's savings Account to a checking Account.

3.15 Recordcheck and Image Statement Services

By choosing either one of these Services that does not provide image copies of the front and back of cancelled items with the Customer's statement, the Customer instructs the Bank to hold copies of the cancelled items in accordance with the applicable terms of service. If needed, the Bank will mail a copy of a cancelled check to the Customer. A reconstruction fee may apply if a total reconstruction (copies of all checks and/or statements) is requested by the Customer for one (1) or more statements. The Bank will hold check copies for six (6) years (seven (7) years for Accounts at Washington State branches). Check copies are available during the foregoing period in accordance with the Terms and Charges.

4 Deposits

- 4.1** The Bank charges back to the Account any item that is returned for any reason, including endorsement irregularity or forgery. The Bank charges the Account the fee shown on its Terms and Charges.
- 4.2** The Bank verifies all deposits and may adjust the Account without notifying the Customer where there are discrepancies between its deposit tickets and the value deposited, unless otherwise agreed in writing. The Bank has no duty to honor and may disregard any information on a check, other than the paying bank's and payee's names, the amount (the Bank may rely solely upon either the numeric amount or the amount in words, if contradictory) and any MICR encoded information.
- 4.3** The Bank chooses the method of obtaining final payment of a deposited check, note, acceptance or other instrument and may use other banks in the process. The Bank is not responsible for actions taken by other banks or for the loss or destruction of any item in the possession of other banks or in transit. Any bank may refuse to honor a deposited item or to honor one refused by another bank.
- 4.4** The Bank does not accept traveler's checks for deposit, payment or encashment. The Customer may deposit or cash domestic US postal money orders in person, or by mail from locations within the US. The Bank reserves the right at its discretion to return (i) traveler's checks; and (ii) domestic US postal money orders mailed from locations outside the US, and the Bank will not be liable for any Loss or delay in any such return.
- 4.5** For savings Accounts, the Bank posts transactions to the Account throughout the day in the order that the Bank receives them. At the end of each Business Day, the Bank completes the following to determine the Customer's end of day bank/ledger balance:
1. Start with the bank/ledger balance in the Account;
 2. Add deposits and credits to the Account;
 3. Subtract Account withdrawals performed at the branch and transaction amounts that were authorized based on the Customer's available balance at the time the Customer performed the transaction. Transactions will post in lowest to highest USD amount. Transactions include ATM withdrawals and online transactions;
 4. Subtract all other items in lowest to highest USD amount; and
 5. Subtract fees.

Note: The Customer should subtract holds from the end of day bank/ledger balance to determine its available balance. Refer to the US Special Funds Availability Table for more information.

5 Other Terms

- 5.1** The Bank follows special procedures when an Account is inactive. An Account is inactive when there is no Customer-initiated activity and the Bank receives nothing in writing that indicates that the Customer knows the Account exists for at least one (1) year. An Account is dormant if it remains inactive for one (1) year. The Bank may attempt to contact the Customer to reactivate an Account before it becomes dormant, and prohibit access to dormant Accounts until contacted at a branch, by phone or in writing. If an Account remains inactive for the period prescribed under Law, it may be deemed abandoned. The Bank may cease to pay interest (if any) on the Account, close the Account, and/or remit abandoned funds to the appropriate state authority. Escheatment requirements vary according to state Law and are determined by the state of the Customer's last known address of record with the Bank. The Bank is required to comply with such Law. If the Customer's last known address of record with the Bank is outside of the US, Virginia Law will govern. Consecutive inactivity periods for determining actual requirements to turn funds over to a state vary depending on the abandoned property Laws of individual states and by Account type. There are specific abandoned property Laws regarding measurement of inactivity for CDs, including rules addressing Accounts that automatically renew. The Bank encourages the Customer to make sure its Accounts remain active so it has full use of its Accounts and avoids the potential of having its funds transferred to the state as unclaimed property. At any time after the funds in the abandoned Account have been turned over to the appropriate state, the Customer (or other person entitled to the funds) may reclaim this money from the state abandoned property administrator.
- 5.2** 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.
- 5.3** The Bank and Customer will each use commercially reasonable efforts to prevent the spread of computer viruses by checking all of their respective computer systems, hardware and software used for transmission of data to the other party. This includes running a virus check program on the computer where the transmission of data to the other party will be originated.
- 5.4** In requesting an Instruction, the Customer is responsible for providing full routing instructions. If the Customer fails to provide such information, the Bank may choose an intermediary bank and/or funds transfer system through which to route the Instruction. If any of the Customer's Instructions designates an intermediary bank and/or funds transfer system, where appropriate, the Bank may select a different intermediary bank and/or funds transfer system. The Customer acknowledges that the Bank is not acting as the Customer's agent in routing Instructions. With respect to Instructions involving transfers between accounts denominated in different currencies, the Bank may route such payments through an intermediary bank (which may be a member of the Group). The intermediary bank may (but is not obligated to) convert the payment from the currency of the Customer's Account to the currency of the account of the beneficiary. If such conversion is made, it will be at a rate (chosen by the intermediary) which will be the prevailing market rate plus a margin.

- 5.5** The Bank will not be obligated to notify the Customer each time the Customer is the recipient or beneficiary of an ACH, RTP or wire payment. The posting of payments to the Account will be reflected in the Customer's HSBCnet or other online Account and the periodic statements the Bank provides to the Customer.

- 5.6** In the event that the Bank implements its resolution plan or other potential resolution scenario, the Bank could face significant liquidity pressures. Under such conditions, the Bank may discontinue or limit intraday credit, which helps facilitate payment and settlement activity, or the Bank may require prefunding of certain payment transactions. It is important for the Customer to consider the potential impact of such a resolution scenario, including the need to: (i) maintain sufficient funds with the Bank to prefund the Customer's payment and settlement activity; and/ or (ii) establish relationships with alternative payment or settlement providers, as applicable, that may continue to extend intraday credit and process payment transactions without a pre-funding requirement.

- 5.7** In providing Accounts and/or Services under the Relationship Documents, the Bank operates solely in a non-fiduciary and non-advisory capacity.

6 Important Account Opening Information

- 6.1** To support the US Government in the fight against the funding of terrorism and money laundering activities, US Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. When the Customer opens an Account, the Bank may ask for the Customer's beneficial owner(s) and its representatives' names, addresses, dates of birth and other information to verify the Customer's and its beneficial owner(s)' identities. The Bank may also ask for documentation confirming the Customer's existence as a legal entity and its applicable tax forms. If the Account is opened and the IRS subsequently notifies the Bank to withhold tax, or if the customer's tax form expires or becomes invalid due to a change in the Customer's tax status and is not replaced with a valid tax form or if withholding is otherwise required, the Bank will be required to withhold a portion of the amount of interest or other income or proceeds paid into the Account whenever such amount is credited to that Account.
- The Bank complies with recording and record keeping requirements under The Bank Secrecy Act and may monitor the Account on a periodic basis for compliance. The Bank reserves the right to close any Account that attempts to avoid these requirements, as determined by the Bank.
- The Bank is required to disclose certain transactions. The Bank may request information from the Customer and disclose information about its Account when the Bank believes it necessary or appropriate. The Bank may put a hold on the Account or refuse any transaction until the Customer provides sufficient information including, but not limited to:
- (i) Customers who purchase USD drafts (cashier's checks), foreign drafts for any amount; and
 - (ii) transactions designed to evade US Government reporting requirements, including splitting transactions into smaller amounts. These may be subject to criminal penalties, including imprisonment, fines, or both. Cash withdrawals, cash deposits, currency exchanges and other cash payments or transfers exceeding \$10,000 require the Bank to complete a Currency Transaction Report.

- 6.2** Unlawful Internet Gambling Enforcement Act 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting payment in connection with the participation of another person in unlawful Internet gambling. The Customer acknowledges that it is prohibited from processing such a transaction through its Accounts or relationship with the Bank.
- 6.3** TSR protects consumers from deceptive and/or abusive telemarketing practices. The Customer represents and warrants that the Customer will not engage in any such practice to the extent such Customer is subject to the TSR.
- 6.4** Neither the Bank nor any other member of the Group will be liable to the Customer or any third party for any Loss incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of any Services or otherwise as a result of a Compliance Activity as defined in the MSA.