

US Country Conditions

The following terms and conditions ("**US Country Conditions**") amend and supplement the Master Services Agreement.

To the extent that the Customer only has Corporate Cards Services with the Bank and does not have an Account with the Bank, only the following Clauses 2.2, 2.3 and 2.4 of these US Country Conditions will apply along with all Clauses in the Corporate Card Services section of these US Country Conditions.

1 Account Provisions

1.1 Instructions

The Customer may send and/or receive funds via Automated Clearing House ("**ACH**"), the RTP® system or wire using eligible Accounts. Instructions may be transmitted electronically via SWIFT® ("**SWIFT**"), HSBCnet, HSBC Connect, Clearing House Interbank Payments System, CHIPS®, Fedwire®, or another medium deemed acceptable by the Bank and the Customer. The Customer represents, warrants and covenants that each Instruction it submits to the Bank and/or any Services it uses are and will be used solely for commercial purposes.

The Bank must receive an Instruction by the cut-off time, where applicable, on any day except Saturday, Sunday or a US federal holiday (a "**Business Day**") for action on the date of receipt, unless a future value date is stated in the Instruction. The maximum future value date is thirty (30) Business Days from the date of receipt of an Instruction by the Bank. Instructions received for value on a non-Business Day will be processed on the next available Business Day. The Bank has not accepted an Instruction until the Bank executes it.

1.2 Fraud Prevention Services

The Bank requires that Customers obtain Fraud Prevention Services, which are defined as one (1) service from check fraud prevention services and one (1) service from electronic payment authorization services (together, "**Fraud Prevention Services**"). Customers acknowledge that the available Fraud Prevention Services have been communicated to them separately, including through official Bank correspondence or as part of the onboarding process.

The Customer also acknowledges that subscribing to Fraud Prevention Services does not guarantee that the Account will not experience fraud as these are services designed to help mitigate, not eliminate, the risk, and do not guarantee the Account will be free from fraud.

2 Law and Jurisdiction

2.1 The Relationship Documents and all non-contractual obligations arising out of or in connection therewith and all Services will be governed by and construed in accordance with US Federal Laws, New York State Law, including Articles 3, 4, and 4A of the NY Uniform Commercial Code, clearing house rules, including National Automated Clearing House Association ("**NACHA**") rules and Electronic Payments Network Operating Rules, rules governing the RTP System, as defined below (the "**RTP Operating Rules**"), ("**Applicable Rules**") which are incorporated herein, and general commercial practices.

- 2.2 The Customer must bring any claims or legal action relating to the Services in writing within one (1) year of the date the problem occurred, unless the Relationship Documents or Law require earlier action. If the problem involves a series of events, the date the first event occurred will be the date the time period starts to run.
- 2.3 In the event of any claim arising from or relating to the Services, the Customer will cooperate in connection with any investigation and prosecution of any suspected wrongdoer. Failure to cooperate may result in the Bank, in its sole discretion, dishonoring any claim the Customer has made.
- 2.4 The parties agree to waive any right they may have to a (i) class action; or (ii) jury trial in any action for claims that may arise from or relate to the Services.

The Customer may have access to the following Services as part of the Customer's Account, in which case the following terms and conditions will apply:

3 RTP Payments

3.1 General Description of Service

The following additional terms apply to any RTP Payments the Bank sends from, or receives for credit to, an Account through the RTP System. The RTP System may be used only for Payments eligible under the RTP Operating Rules. At any time, the Bank may suspend or terminate the Customer's ability to send or receive RTP Payments as a Service in accordance with the Relationship Documents. The terms of this Clause 3 do not apply to customers that are financial institutions, other than domestic depository institutions, to which only the terms relating to the receipt of RTP Payments apply. The terms "**Sender**," "**Receiver**," "**Sending Participant**" (the sending financial institution), and "**Receiving Participant**" (the receiving financial institution), "**Person**," "**RTP System**," "**Payment**," "**RTP Payment**," "**Payment Instruction**," "**Request for Payment**" and "**Request for Return of Funds**" are used in this Clause 3 as defined in the RTP Operating Rules.

3.2 Disputes between Customer and Sender

Any dispute between the Customer and a Sender must be resolved directly between such parties. The Bank has no responsibility for, and will not be liable to the Customer in connection with, any dispute.

3.3 Receiving RTP Payments

RTP Payments are final and irrevocable and cannot be reversed by the Sender. However, a Sender may make a Request for Return of Funds sent through the RTP System.

3.4 Rejecting RTP Payments

The Customer may request upon seven (7) calendar days' advance written notice to the Bank that all RTP Payments destined to an Account be automatically rejected and returned to the originator of such RTP Payments, and the Bank will use reasonable efforts to promptly act upon such instructions. The Bank will have no liability for not effecting such a request within the seven (7) calendar-day notice period. If the Customer wishes to return a Payment received through the RTP System, the Customer should contact the Bank.

3.5 Sending RTP Payments

By submitting a Payment Instruction through the Bank's RTP

RTP is a registered trademark or service marks of The Clearing House

Payments Company L.L.C

NACHA is a registered trademark of the National Automated Clearing House Association

Fedwire is a registered trademark or service mark of the Federal Reserve Banks

Service, the Customer represents and warrants that such Payment Instruction complies with all Bank terms and conditions, that the Customer irrevocably and unconditionally authorizes the Bank to deduct the Payment Amount from the Customer's Account, and that the Bank may deduct this amount immediately upon receipt of the Customer's Payment Instruction.

The Customer may not send an RTP Payment from the Account through the Bank's RTP Service that exceeds the RTP Network limit published by The Clearing House for a single transaction. The Bank may establish a lower transaction limit for the Customer and may block any attempted RTP Payment that exceeds the limit. The Bank may adjust the Customer's limit at any time in its sole discretion and will notify the Customer in the event of any adjustments to the limits.

By submitting a Payment Instruction through the Bank's RTP Service, the Customer irrevocably and unconditionally authorizes the Bank to initiate an RTP Payment relying on the Receiver's routing transit and account number (or if the RTP network and Bank system allow, an alias) the Customer provides.

3.6 Requests for Return of RTP Payments

The RTP System allows a Sender to submit a Request for Return of Funds, but the Receiver is not obligated to comply. Where the Customer is the Sender submitting a Request for Return of Funds, the Bank cannot guarantee that the funds will be returned in whole or in part and will have no obligation to make any effort to recover such funds beyond the transmission of the Request for Return of Funds. A Sender may also request that the Customer returns funds the Customer received through the RTP System. If the Bank receives such a Request for Return of Funds, the Bank will attempt to contact the Customer, but will have no liability for failing to do so.

3.7 Requests for Payment

If enabled, the Customer may use the Bank's RTP Service to submit a Request for Payment, which will be considered a Payment Order in all respects under the terms of the Relationship Documents. The Customer acknowledges and agrees that the Bank does not guarantee that the Sender will send a payment in response to, or otherwise accept, the Customer's Request for Payment.

4 Bill Payment Service

4.1 General Description of Service

The Bill Payment Service provides the Customer with the ability to pay bills and to make payments to a business or other payee located in the US only. Under this Service, bill payments are sent by the Bank (or its agents) to payees by a check drawn off the Customer's selected Account. Such Account will be debited only when such check has been presented to and paid by the Bank.

4.2 Prerequisites

The Bill Payment Service requires all bill payments to be made from the Customer's demand deposit Account with the Bank. The Bill Payment Service may only be accessed via the Bank's on-line banking service, HSBCnet.

4.3 Customer Obligations

The Customer agrees not to use the Bill Payment Service to make any tax payment, any court ordered or directed payment, or any payment to a payee that has a mailing address outside the US. The Customer agrees that if such impermissible bill payments are attempted, the Bank and/or its agents will not be responsible therefor.

4.4

Processing Schedule

The Customer will provide to the Bank data, including the names, addresses, phone numbers and account information (or other information advised from time to time) of those payees to whom the Customer wishes to make a payment ("**Bill Payment Instruction**"). Bill payments scheduled before the applicable cut-off time on a Business Day will be processed on that day. Bill payments scheduled after the applicable cut-off time on a Business Day will be processed on the next Business Day.

The Customer will select a bill payment process date which is at least five (5) Business Days before the actual due date of the payment. The Customer agrees that the Bank is not responsible for any Bill Payment Instruction that is received or posted by the payee after the grace period, which could result in a late charge or penalty assessed to the Customer by the payee. In such event, the Customer agrees that it will have the sole risk of incurring, and the sole responsibility for paying, any and all such charges or penalties. If a Bill Payment Instruction cannot be processed according to the Customer's instructions, the Customer will receive a notification from the Bank via HSBCnet.

4.5

Recurring Bill Payments

The Customer may use the Bill Payment Service to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month or on the next Business Day if the regular payment day falls on a non-Business Day.

4.6

Cancelling a Bill Payment

If the bill payment is a recurring payment set up via the Bill Payment Service, then the Customer can cancel that bill payment through HSBCnet as long as the request is received before the bill payment process date of the next recurring bill payment.

Once a recurring bill payment is cancelled, all future bill payments to that payee will also be cancelled and the Customer must reschedule future bill payments to that payee.

5

Incoming Bill Payment Service

5.1

General Description of Service

The Incoming Bill Payment Service allows the Customer to receive USD payments, credits or debits (for the purposes of this Clause 5, "**Payments**") via bill payment services used by the bill collection agents of the Customer or the Customer's customers (each, an "**Agent**" and collectively, "**Agents**"), who transmit Payments to the Bank through the MasterCard RPPS® network.

5.2

Payment Reporting

The Bank will provide Payments data to the Customer or the Customer's designated representative within one (1) Business Day after receipt by the Bank of such Payment from the Customer or an Agent.

5.3 Payment Funding

Incoming Payments will be credited by the Bank to the Customer's designated Account and available for use as early as 9 a.m. Eastern Time on the first (1st) Business Day following the date of transmission and no later than the second (2nd) Business Day following such date. The Customer is responsible for same-day funding adjustments and debits to the Account.

5.4 Customer Responsibility for Posting Payments

The Customer will use its best efforts to post Payments to its Account on the same Business Day the Bank provides the Payment data to the Customer, and in no event later than one (1) Business Day after such date. No late fee will be assessed to the Customer's Account for any Payments received within the grace period but not posted on the Business Day received from the Bank.

5.5 Rejected Payments; Correcting Account Information

The Customer agrees that no Payments may be rejected by the Customer unless the Account data for such Payments is incorrect, incomplete, or the Customer Account is blocked or closed, and in such circumstances, the Customer will notify the MasterCard RPPS® Payment Center before any such Payment may be rejected. The Customer agrees to give to the Bank its mathematical algorithms and account edits, if any, for validating Account numbers. The Bank agrees that it will apply to the Payment data, any such algorithm given to the Bank by the Customer or an Agent, to validate such Account numbers.

6 Mobile Remote Deposit Capture Service

6.1 General Description of Service

The Mobile Remote Deposit Capture ("mRDC") Service enables the Customer to deposit into one (1) or more Bank-designated and approved Accounts (each, an "mRDC Account" and each such deposit, an "mRDC Deposit") money orders payable to the Customer in USD and checks payable to the Customer that are drawn on banks located in the US and denominated in USD (each an "mRDC Check") using the HSBCnet Mobile App ("Mobile App") with a compatible mobile device (a "Mobile Device"). An mRDC Check is considered an "Instruction" under the Relationship Documents.

6.2 Representations, Warranties and Covenants

The Customer represents, warrants, covenants and agrees in favor of the Bank as follows:

- (i) Each mRDC Check deposited pursuant to this Service is denominated in USD and is an original, not an image replacement document or substitute check, as applicable, and is drawn on a bank located in the US.
- (ii) The Customer has the right to exclusive possession, actually possesses, and has the right to receive full payment on, each original check at the time of the mRDC Deposit.
- (iii) No mRDC Check is subject to any claims and the Customer will not subsequently relinquish possession of or control over, or otherwise treat, any original check, in a manner that (a) is inconsistent with its exclusive right of possession thereto; or (b) allows for any original check to be transferred, collected and/or paid or entered into any bank collection channels outside of this Service.

(iv) The Customer has properly reviewed each mRDC Check and it accurately and legibly represents all printed, manuscript and other information on the front and the back of the related original check, and the image of the mRDC Check is clearly visible and legible.

(v) Unless an mRDC Check is rejected as ineligible for this Service, the Customer will not present or deposit the check again.

(vi) The Customer will not use this Service to deposit, collect or obtain payment on any check other than an mRDC Check payable to the Customer: (a) as the original payee thereof; and (b) for a sale and/or service in the ordinary course of its business.

(vii) The Customer will use this Service solely as contemplated hereby and will not alter or otherwise modify the mRDC Service.

6.3 Limitations

The Bank may, in its sole discretion, establish limits on the Customer's use of this Service, including check amount, daily deposit amount, daily check volume and geographical location. It is the Customer's sole responsibility to stay within these limits. The Customer agrees that the Bank is not liable for any damages to the Customer or any third party resulting from any limitations with this Service.

6.4 Acceptance of Receipt; Availability of mRDC Deposits

The Bank will promptly acknowledge to the Customer its receipt of an mRDC Deposit. Such acknowledgement will not be deemed a receipt for final value or credit to any mRDC Account, or other account of or benefit to the Customer, other than as expressly provided in the Relationship Documents. The Customer hereby agrees that such acknowledgement will grant and transfer to the Bank, all of the right, title and interest in the mRDC Checks contained in the accepted mRDC Deposit which the Bank would acquire in the related original checks if such original checks were presented for deposit directly at a Bank branch located in New York, New York. Such funds will be available in accordance with the funds availability schedule of the Bank (refer to the US Special Funds Availability Table for more information).

6.5 Verification and Discrepancies

The Bank will notify the Customer of any failure, discrepancy or other problem, including as to the stated or actual amount, with respect to any mRDC Deposit (each a "Discrepancy" or a "Discrepant Item") within a reasonable period of time after the date that Bank discovers such Discrepancy. Each affected mRDC Check will thereafter be deemed rejected and ineligible for this Service, unless the Bank otherwise agrees in writing.

6.6 Availability of mRDC Deposits

Upon acceptance of an mRDC Deposit (other than an mRDC Deposit subject to a Discrepancy), the Bank will credit to the ledger balance of the designated mRDC Account specified by the Customer in the transmission of such mRDC Deposit an amount equal to the total amount of such deposit, not later than the close of business on: (i) the Business Day such mRDC Deposit is accepted, if such mRDC Deposit is received at or prior to the applicable cut-off time on such Business Day, or (ii) the immediately following Business Day in all other cases.

Funds deposited may not be available for immediate

withdrawal and will be available as if original checks were presented for deposit directly at a Bank branch in New York, New York and in accordance with the funds availability schedule of the Bank (refer to the US Special Funds Availability Table for more information).

6.7 Adjustments and Chargebacks

An amount credited to any mRDC Account, though available for withdrawal or use by the Customer, will nonetheless be subject to adjustment and chargeback, as appropriate. The Bank will be entitled to charge back against the mRDC Account an amount equal to the amount of any mRDC Check credited to such mRDC Account, which is subsequently returned unpaid or is otherwise uncollected, regardless of the reason, plus associated third-party expenses and charges. In addition to the foregoing and notwithstanding any provision hereof, the Bank will be entitled to make adjustments to any mRDC Account for any clerical or other error in accordance with its usual and customary practices. Information regarding any such chargeback or adjustment to an mRDC Account will be available to the Customer via HSBCnet within two (2) Business Days thereof.

6.8 Retention, Safekeeping and Limitation on Use of Original Checks

The Customer will retain original checks for sixty (60) days following the mRDC Deposit date and will not attempt to deposit, sell, license or endorse any check or any information therein to anyone else. Upon the Bank's request, the Customer will promptly deliver to the Bank any original checks which the Customer is at such time required to retain or which the Customer then possesses or has in its control. If the Customer chooses not to follow the foregoing sixty (60) day retention requirement, the Customer will indemnify the Bank for any Losses resulting therefrom.

6.9 Intellectual Property

"mRDC IP" means any and all intellectual property and proprietary rights relating to the mRDC Service, including trademarks, trade names, service marks, trade secrets, moral rights, registrations and applications, renewals, extensions, restorations and reinstatements of each of the foregoing and derivatives of each of the foregoing. The Customer acknowledges that as between the parties, the Bank will retain all pre-existing ownership and other rights in the mRDC IP. The Bank hereby grants to the Customer a limited, non-exclusive, non-transferable right to the mRDC IP solely to use the mRDC Service in accordance with the Relationship Documents and for no other purpose.

The Customer will not, and will not permit any other person to: (i) copy, modify, create derivative works, or transfer the mRDC IP (or any copy, adaptation, transcription, or merged portion thereof); (ii) reverse engineer, reverse-compile or reverse-assemble the mRDC IP or otherwise obtain the source code for the mRDC IP; (iii) knowingly develop any other products containing the concepts or ideas contained in any proprietary information that are not readily apparent from the authorized use of the mRDC IP; (iv) use the mRDC IP for payment processing on a time sharing, rental or service bureau basis; or (v) remove any patent, copyright, trademark or other intellectual property notice relating to any person, which may appear on any part of the mRDC IP, without prior written approval of the Bank.

The Customer will notify the Bank within a reasonable amount of time regarding any known unauthorized use or

disclosure of the mRDC IP and/or any known problems or errors related thereto, reasonably cooperate with the Bank to meet any of its obligations to any licensors of the mRDC IP and comply with Law relating to the mRDC IP. The Customer acknowledges and agrees that nothing herein will, or will be construed to, grant the Customer any rights to the mRDC IP, whether registered or unregistered. The Customer will not, and will not cause, assist, or encourage any third party to: (i) do anything inconsistent with the Bank's or its licensor's ownership or other rights in and to the mRDC IP; (ii) challenge the Bank's or its licensor's ownership or right to license the mRDC IP; or (iii) knowingly harm or misuse the mRDC IP in any way.

Upon termination of the Service, the mRDC IP license will be deemed to be immediately and automatically revoked and the Customer will immediately discontinue use of all mRDC IP.

6.10 Bank Inspection Rights

The Customer will grant the Bank reasonable access to the Customer's mRDC Service operations and records to review and inspect the Customer's use of, and procedures and records relating to, this Service. The Customer agrees that where applicable, the Bank may require the Customer to implement additional specific internal controls at the Customer's location.

6.11 Limitation of Liability

In addition to any other rights under the Relationship Documents, the Bank is not liable for any direct or remote loss to the Customer due to the Customer's inability to use this Service for any reason, including: (i) a Mobile Device being located outside the authorized geographical area; (ii) a user's failure to provide consent to allow its Mobile Device to be located; or (iii) failure of this Service to connect to a customer's Mobile Device for any other reason.

6.12 Equitable Remedies

The Customer acknowledges and agrees that due to the nature of the Bank's and/or its licensors' ownership and other rights in, and to the mRDC IP, there may be no adequate remedy at Law for a breach by the Customer with respect to the mRDC IP, which may result in irreparable harm to Bank or its licensors, and therefore, upon any such breach or threat thereof, the Bank will be entitled to seek injunctive relief, as well as whatever remedies it may have at Law or in equity, without the requirement to post any bond or security.

6.13 Modification

The Customer may add, delete or change an mRDC Account on at least ten(10) Business Days prior written notice to the Bank, subject to acceptance by the Bank, and will provide any additional documentation, if requested by the Bank.

6.14 Term and Termination

The Customer may terminate this Service for any reason upon thirty (30) days' prior written notice to the Bank. The Bank may terminate this Service at any time for any reason.

7 Positive Pay Services

7.1 General Description and Types of Services

"Positive Pay Services" are fraud detection Services that can help reduce Losses due to payment of erroneous, unauthorized, or fraudulent checks drawn on the Account. Positive Pay Services deliver Account activity via the Bank's

E-Channel or similar Bank connectivity channel. The Customer hereby acknowledges the Positive Pay Services may only be accessed via such online banking services and assumes all risks associated with the use of establishing dollar thresholds within the application.

Below are descriptions of the three (3) types of Positive Pay Services offered by the Bank:

- Reverse Positive Pay Service
All items presented for payment will be reported to the Customer, via the Bank's E-Channel or similar HSBC connectivity channel, at which time the Customer is given an opportunity to make a pay/no pay decision on the items reported.
- Positive Pay Payee Service
The Customer electronically transmits check information inclusive of the Routing Transit Number, Account Number, Serial Number, Check Issue Date, Check Amount, and Payee Name. This information the Customer supplies is matched against the items being presented for payment and will be paid if the information in the checks matches such detailed information provided by the Customer. The Bank is not obligated to verify signatures on any checks that match the information the Customer provides or that the Customer fails to return. In addition, the Bank it is not required to physically examine matching checks to confirm they are properly signed, completed, and encoded. All items presented for payment with no underlying check issue information on the Customer's file ("**Paid-No-Issue**") or items with a discrepancy will be reported to the Customer via the Bank's E-Channel or similar HSBC connectivity channel. At this point, the Customer is given an opportunity to make a pay/no pay decision on items reported.
- Check Block Service
When items are presented for payment, all checks are automatically returned without any required decision from the Customer.

7.2 Check Issue Information

Where the Customer is required to provide check issue information to the Bank as set forth above to be able to use the Positive Pay Services, if the Bank does not receive such information, the item will continue to be reported as a Paid-No-Issue item and the Customer will be charged accordingly.

7.3 Check Print Information

The Customer must strictly comply with the Bank's check stock guidelines, as they may be amended from time to time.

7.4 Authorization of payment

In order to authorize the payment of items reported as Paid-No-Issue or as having discrepancies, the Customer must notify the Bank via the Bank's E-Channel or similar HSBC connectivity channel by the Bank's published cut-off times. Unless payment has been authorized by the Customer, the Bank will return unpaid all checks presented for payment as Paid-No-Issue or with discrepancies.

8 Electronic Payment Authorization Services

8.1 General Description and Types of Service

The electronic payment authorization services ("**EPA Services**") will enable the Customer to block and return

debit entries affecting the Account, which are received by the Bank through ACH or directly from the Customer using the Bank's ACH Origination Services (collectively, "**ACH Debits**"). The Bank will return any ACH Debits blocked in accordance with EPA Instructions to the originating financial institution (or the originator if the Bank is the originating financial institution). The Bank will use a return reason code, which indicates that the ACH Debit was not authorized. The Customer understands ACH Debit that the Customer has authorized or initiated may be rejected under the EPA Services, and the Customer accepts full responsibility for that decision and any claims from an originator regarding a returned ACH Debit entry.

Below are descriptions of the two (2) types of EPA Services the Customer may select:

- Full ACH Debit Block - all ACH Debits can be blocked.
- Partial ACH Debit Block - all ACH Debits can be blocked except for those with a specified Company ID Number (as defined below), with an option for daily debit amount threshold by making the appropriate selection on the EPA Account Setup Form.

8.2 ACH Debit Blocking Instructions

The Customer may add or delete authorized debit originators at any time via the Bank's HSBCnet ACH Self Service portal.

8.3 Allowing ACH Debits by Company ID Number

If the Customer selects a debit blocking option that relates to one (1) or more specified originators, the Customer must specify the ACH Company Identification Number of each such originator exactly as it appears on the Company/Batch Header Record of ACH files originated by such originator ("**Company ID Number**"). The Customer understands and agrees that where the Bank is allowing ACH Debits by originator, the Company ID Number will be the sole criterion for allowing debits (unless a specific option allowing ACH Debits also includes dollar or date criteria).

8.4 Reliance on Company ID Number

The Customer agrees that the Bank may rely on the Company ID Number provided by the Customer, even if it identifies a company different from the company identified in the EPA Instructions received by the Bank. The Bank has no duty to detect any such inconsistency in identification.

8.5 Company ID Number Must be Accurate

The Customer understands that Company ID Numbers are not necessarily unique and that a Company ID Number furnished to the Bank may identify more than one (1) originator. The Bank will have no responsibility and will incur no liability if ACH Debits not intended by the Customer to be processed are in fact processed as long as the Bank uses the Company ID Number of the originator specified by the Customer.

8.6 Presented Authorization of Payment

If the Customer selects the option to block ACH Debits, other than those specified by the Customer, the Bank will notify the Customer of all unauthorized ACH Debits. If a Customer wishes to pay an ACH Debit reported as unauthorized, the Customer must authorize the ACH Debit via the Bank's HSBCnet ACH Self Service portal by the applicable cut-off time on the Business Day following the day on which the ACH Debit was reported as unauthorized. Unless the ACH Debit is authorized by the Customer, the Bank will return the ACH Debit.

8.7 ACH Debits Exempt from Blocking

Notwithstanding anything to the contrary in the other Relationship Documents or the EPA Instructions given to the Bank, certain types of ACH Debits will not be blocked and will continue to be handled in accordance with the Bank's customary practices and Law. The ACH Debits that will not be blocked include:

- (i) debits to the Customer's Accounts to offset any ACH credit entries originated by the Customer through the Bank,
- (ii) reversals of previously received ACH credit entries,
- (iii) reclamation entries (as defined in the Operating Rules of the National Automated Clearing House Association),
- (iv) debits to make commercial loan payments to the Bank,
- (v) debits to pay cash management fees due to the Bank, and
- (vi) debits to the Account initiated by the Bank to correct processing errors, effect Bank valuations or make other adjustments.

Corporate Card Country Conditions

The following are specific terms which amend and/or supplement the Corporate Card Services Schedule in respect of the Services provided by the Bank to the Customer in the United States only ("United States Corporate Card Country Conditions").

1 General

- 1.1 CHANGES TO CARDHOLDER STATUS. Promptly following any changes to Cardholder status, the Card Administrator(s) shall update the applicable Portal fields, or notify the Bank by email or telephone if the Portal is not available.
- 1.2 ENTIRE AGREEMENT. The Relationship Documents contain the entire understanding and agreements between the Customer and the Bank regarding the subject matter hereof. Neither the Customer nor the Bank shall be bound by or be liable for any alleged representation, promise, inducement, statement or intention not set forth herein.
- 1.3 APPLICABLE LAW. These US Country Conditions, the Relationship Documents and any other obligations arising thereunder shall be governed by and construed in accordance with the laws of the State of Virginia without regard to rules of conflicts of laws.
- 1.4 DAMAGES
In the event that the Bank takes legal action to enforce the Customer's obligations under the Relationship Documents, damages shall include reasonable attorneys' fees and court costs.

2 U.S. Card Program and Issuance

- 2.1 All Statements, Cards (other than emergency replacement Cards) and correspondence relating to the Services will only be delivered to an address in the United States.
- 2.2 Other agreements and regulations in addition to the Corporate Card Services, the Cards, and the Accounts provided to the Customer are subject to:
 - (a) any applicable payment card network operating rules and regulations; and
 - (b) any applicable automated clearing-house operating

rules, including the National Automated Clearing House Association Operating Rules and Guidelines.

2.3 Currency

In relation to the Corporate Cards Services all dollar amounts refer to U.S. dollars. All payments under the Cards and Accounts are due and payable in U.S. dollars.

3 Credit Line Limits and Purchase Control Strategies

The Bank shall establish the Customer Limit under the Corporate Card Services. Initially, the Customer shall advise the Bank in writing of the names, Card Limits, and Purchase Control Strategies (a restriction requested by the Customer regarding the merchant categories for which the Cards may be used) for the Customer's authorized Cardholders. The individual Card Limits and Purchase Control Strategies may be amended from time to time, by the Customer and/or the Customer's Card Administrator(s) for individual Cardholders via the Portal. In addition, the Bank has the right to monitor all Accounts, adjust Customer Limits and Card Limits and Purchase Control Strategies, in our sole and absolute discretion.

4 Portals

- 4.1 The Bank reserves the right to revoke Portal access for the Customer or any user, at any time, with or without cause, and without notice.
- 4.2 The Portals are made available for the Customer's internal use only, and may not be otherwise copied, displayed, distributed, downloaded, disassembled, reverse engineered, modified, published, transmitted, incorporated in other products or services, or otherwise used for public or private or commercial purposes, without the Bank's express written permission.
- 4.3 The Customer is responsible, at the Customer's own expense, for obtaining, installing, maintaining, and operating all internet access services, any computer hardware or software necessary for accessing and utilizing the Portals, and for providing appropriate security with respect thereto. The Bank will not be liable for any errors, failures, interruptions, or security breaches in the Customer's internet services, any data that is lost or destroyed in connection with the use of the Corporate Cards Portals, or the Customer's inability to use the Corporate Cards Portals due to a mechanical failure of the Customer's or any third party's hard drives, personal computers, servers or other systems or hardware.

Liquidity Investment Solutions ("LIS") Services

- 1.1 The LIS Services Schedule is supplemented with the addition of Clause 6.1(d) as follows:

The assets used in connection with the LIS Services under this agreement (including the assets used in connection with investments in Eligible Products) are not and will not be subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or to any law, rule or regulation similar to ERISA or Section 4975 of the Code.
- 1.2 The LIS Services Schedule is supplemented with the addition of Clause 6.1(e) as follows:

Where the Customer selects an Eligible Product on the LIS Form that has not been registered under the Securities Act of

1933 ("Securities Act") and therefore may not be offered or sold in the United States or to a U.S. Person (other than distributors), unless such Eligible Product is registered under the Securities Act or is exempt from the registration requirements, the Customer is not a U.S. Person or acting on behalf of a U.S. Person, and is located outside of the United States. For avoidance of doubt, the term U.S. Person has the meaning given to it as set out in Regulation S of the Securities Act, which applies to such Eligible Products.

1.3 Enhanced Service

If the Customer has selected the LIS Enhancement Service, the LIS Services Schedule is supplemented with the addition of Clause 2.2(c) as follows:

- (c) The Customer acknowledges and agrees that in the event that there are insufficient funds to complete any Instruction to transfer funds from or to the Sweep Account not related to the Service ("**Customer Transfer**"), the Bank may, as a service to the Customer, permit the Sweep Account to be overdrawn and advance funds in an amount up to but not exceeding the value of available Holdings to complete such Customer Transfer. The Customer grants the Bank a security interest in the Sweep Account, as well as the proceeds of the sale of available Holdings, in connection with and to the extent of any such advances to the Customer, whether funds advanced to the Customer are paid to the Customer or paid to third parties pursuant to Customer's checks or other instructions. The Customer understands that, upon advancing funds to the Customer, the Bank will liquidate a sufficient amount of available Holdings to secure repayment of the advance in full. The Customer grants to the Bank the right to take available Holdings in the Sweep Account by offset, setoff, recoupment or otherwise against funds advanced to the Customer under this Clause 2.2(c). This Clause 2.2(c) constitutes a security agreement under the New York Uniform Commercial Code. The Customer acknowledges and agrees that the Bank will not advance funds pursuant to this Section 2.2 (c) if Customer elects to enable automatic overdraft protection for the Sweep Account.