

Master Services Agreement

1 Relationship Documents

- 1.1 The Relationship Documents govern the provision of the Services. In the event of any conflict among the Relationship Documents, the following order of priority shall apply:
- the applicable Country Conditions;
 - the applicable Supporting Documents;
 - any relevant Appendix;
 - any relevant Annex;
 - any relevant Services Schedule; and
 - the Terms.
- 1.2 In the event of any conflict between any of the terms of the Relationship Documents that rank equal in order of priority in accordance with Clause 1.1, the term which applies to a specific Service shall prevail in relation to the provision of that Service by the Bank to the Customer.
- 1.3 The Relationship Documents contain the whole agreement between the Parties relating to the transactions contemplated by the Relationship Documents and replace all previous agreements between the Parties relating to the Services and each Party confirms that in agreeing the terms of the Relationship Documents it has not relied on any express or implied warranties, representations, collateral contracts or other assistance made by or on behalf of the other Party unless set out in the Relationship Documents. Each Party waives all rights and remedies which, but for this Clause 1.3, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance. Nothing in this Clause 1.3 limits or excludes any liability for fraud.
- 1.4 In the Relationship Documents, references to the singular include the plural and vice versa. Clause headings are included for convenience only and do not affect interpretation. Unless otherwise defined in a Relationship Document, any capitalised term in the Relationship Documents shall have the meaning given to it in the Terms. Each reference to a document or agreement (whether online or in hard copy) is a reference to that document or agreement as amended or restated from time to time.

2 Authority

- 2.1 The Customer or any party duly authorised by the Customer to act on its behalf shall provide to the Bank documents identifying the Authorised Persons. The Bank is authorised to rely upon any such documents provided by any means, including electronically, and accepted by the Bank.
- 2.2 Subject to any written restriction received and accepted by the Bank, the Customer confirms that each Authorised Person shall be authorised to:
- perform all lawful acts on behalf of the Customer in connection with any Account or Service, including, but not limited to, opening, closing and operating Accounts, signing any agreements (including facility agreements), declarations or other documents relating to any Accounts or Services and execution of any guarantees, indemnities or other undertakings to the Bank; and
 - delegate their authority to perform such acts to any person indicated in any document provided to the Bank by any means, including electronically, and accepted by the Bank.
- 2.3 The Customer confirms that each Authorised Person is authorised to act as described in Clauses 2.2(a) and 2.2(b) until the Bank has received written notice, in form and substance acceptable to the Bank, of any change to an Authorised Person, or to a person to whom authority has been delegated in accordance with this Clause, and the Bank has had a reasonable opportunity to act on it.

3 Communications, Instructions and Security Procedures

- 3.1 The Parties will comply with the Security Procedures. The Customer shall follow the Security Procedures upon accessing communication channels provided by the Bank and issuing Instructions or Communications via such channels. The Bank shall follow the Security Procedures upon receipt of such Instructions or Communications to establish their validity.
- 3.2 The Bank is not obliged to do anything outside of the Security Procedures to establish and rely upon the authority or identity of any person sending an Instruction or Communication on behalf of the Customer. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Instruction by the Customer and may act on any Instruction by reference to a bank identification or account number only, even if a bank or account name is provided. An authenticated SWIFT message issued to the Bank in the name of the Customer (or of an entity authorised by the Customer to issue SWIFT messages on its behalf) may be relied on by the Bank as having been issued by an Authorised Person.
- 3.3 If the Bank doubts the legality, origination or authorisation of an Instruction, it shall take such steps as it considers appropriate to investigate the matter. If such investigation results or, in the opinion of the Bank, is likely to result in the Instruction being declined or executed outside the applicable value date or other agreed time period, the Bank will notify the Customer as soon as practicable, provided it is not prohibited from doing so by any law, regulation, order or Authority.
- 3.4 The Bank will use its reasonable efforts to comply with any request made by the Customer to vary or cancel an Instruction and, subject to the Bank using such efforts, the Customer shall be responsible for any Losses related to such an Instruction.
- 3.5 The Customer is responsible for the accuracy, completeness and correct transmission of its Instructions and for ensuring they will achieve the Customer's intended purpose, including when the Customer requests the Bank to forward information to a third party. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank. If the Bank accepts a manually initiated Instruction (being an Instruction which is not submitted through electronic communication channels provided by the Bank, but, for example, by telephone, fax or physical delivery), then, provided the Bank acts in accordance with the applicable Security Procedures, the Customer is responsible for any Losses related thereto.
- 3.6 Without prejudice and subject to the foregoing provisions of Clause 3, if the Bank acts on an Instruction which the Customer claims was unauthorised, the Bank shall only be responsible for acting on such Instruction if:
- the Bank cannot demonstrate that it acted in accordance with the Security Procedures, or
 - the Bank demonstrates that it acted in accordance with the Security Procedures, but the Customer can demonstrate that the unauthorised Instruction was not caused by a person (i) entrusted at any time to act for the Customer with respect to Instructions or the applicable Security Procedures or (ii) who obtained access to the Customer's premises, equipment, systems or transmitting facilities or (iii) who obtained from a source controlled by the Customer, information (such as keys and passwords) which facilitated breach of the Security Procedures.

Unless one of the conditions set out in paragraphs (a) and (b) of this Clause is satisfied, the Bank shall be entitled to enforce or retain payment from the Customer with respect to such an Instruction.

3.7 In some circumstances, Communications (including electronic mail, voicemail, SMS, telephone calls and website usage) as well as paper correspondence received by either Party such as envelopes or packages may be monitored, recorded or inspected (as appropriate) using monitoring devices or other technical or physical means. Such monitoring may take place where necessary insofar as required or allowed by and for purposes permitted by any applicable law, regulation, order or Authority from time to time, including, without limitation, to record evidence of business transactions and so as to ensure compliance with the Parties' respective policies and procedures. Subject to any applicable laws and regulations, all telephone conversations may be recorded by or for either Party without warning. Such records or recordings are and shall remain the sole property of the Party that made them and either Party may produce them as evidence in any proceedings brought in connection with the Relationship Documents.

3.8 Communication channels provided by the Bank may be suspended by the Bank for maintenance or for any other reason where it reasonably considers it necessary to do so. The Bank will provide the Customer with reasonable prior notice of the suspension where it is practical to do so.

4 Credits and Debits

- 4.1 If an Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and, except in case of the Bank's error, debit or demand immediate repayment of any Losses incurred by the Bank in connection therewith, as appropriate.
- 4.2 The Bank is not obliged to carry out an Instruction which would result in a debit to an Account where this causes the Account to be overdrawn without the Bank's approval or to exceed any agreed or advised overdraft facility, or where the Account is subject to a right of a third party that has been enforced, such as a freezing order in favour of a creditor.
- 4.3 If the Customer gives Instructions which would result in multiple debits on an Account which would in aggregate cause the Account to be overdrawn or an agreed or advised facility to be exceeded, the Bank may decide the order in which to make those debits and whether to make any of them in whole or in part.
- 4.4 If an Account is overdrawn without the Bank's approval or if an overdraft limit is exceeded due to (i) any debit or (ii) such limit being withdrawn or varied by the Bank in accordance with applicable terms, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Account into credit or within the overdraft limit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.

5 Statements

The Customer shall notify the Bank, as soon as practicable and in any case within 30 days of delivery of a statement of account or report of transactions, of any errors (including any errors arising as a result of fraudulent or unauthorised transactions) in that statement or report. If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice.

6 Interest

Any interest will accrue or, if applicable, be charged on the applicable credit balance of an Account on the days and at the applicable rate for those days as set out in any relevant guide or as the Bank may agree with the Customer from time to time. Unless agreed otherwise by the Parties, the Bank may change such rates and the Bank shall notify the Customer or otherwise make available such changes. The Customer acknowledges that, as applicable:

- (a) interest payments made by the Bank may be made net of taxes and subject to deduction or withholding; and
- (b) the Bank may debit from an Account any interest to be charged to such Account as and when due and such payment will be free of any deduction or withholding of tax or other charges so the Bank receives the full amount of such interest.

7 Security Interest

The Customer shall not grant any security interest over or transfer or assign its rights in connection with any Account without prior written consent from the Bank, such consent not to be unreasonably withheld or delayed.

8 Set-Off

The Bank may set off any of the Customer's obligations owed to the Bank that are due and payable against any obligations of the Bank owed to the Customer.

9 Representations, Warranties and Undertakings

- 9.1 Each Party represents and warrants, solely as to itself, that:
- (a) it is duly incorporated or, if the Party is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);
 - (b) it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, the Relationship Documents; and
 - (c) the execution and performance of the Relationship Documents by it will not violate its constitutional documents, organisational documents or bylaws, the terms of any material contract or other instrument (including, for the avoidance of doubt, any trust instrument) to which it is a party or by which it is bound or any duty, obligation, limitation or prohibition imposed on it by any law or regulation applicable to it; and
 - (d) the terms of the Relationship Documents constitute legal, valid and binding obligations, enforceable against it.
- 9.2 Each Party furthermore warrants and undertakes to take all reasonable steps to ensure that its warranties and representations in Clause 9.1 shall remain valid and effective in all respects until such time as all Relationship Documents are terminated or expire in accordance with their terms.
- 9.3 A breach of Clause 9.1 or 9.2 shall constitute a material breach of the Relationship Documents. If a Party becomes aware that it is in breach of Clause 9.1 or 9.2 it shall notify the other Party as soon as reasonably practicable.

- 9.4 The Customer undertakes to:
- (a) comply with all reasonable requests of the Bank necessary to provide the Customer with the Services, including but not limited to, promptly providing to the Bank all documents and other information reasonably requested by it from time to time in relation to any Account or Service; the Bank may rely on the documents and information provided until the Customer notifies the Bank in writing of any changes and the Bank has had a reasonable opportunity to act thereon; and
 - (b) notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Instruction, Communication or payment instrument.
- 9.5 Where multiple Customer Parties acting pursuant to an arrangement without separate legal capacity (such as participants in an unincorporated joint venture) are identified on an Application Form as joint holders of an Account and/or joint recipients of the Services, each Customer Party undertakes and agrees that:
- (a) it shall be jointly and severally liable with each Customer Party for any obligation owed by the Customer to the Bank or any other member of the Group under the Relationship Documents;
 - (b) any demand, notice, agreement, Instruction or Communication given by the Bank to one or more Customer Parties, or received by the Bank from one or more Customer Parties, in connection with the Relationship Documents will be deemed to be a demand, notice, agreement, Instruction or Communication (as the case may be) given to or received from all Customer Parties;
 - (c) if the Bank becomes aware of or reasonably suspects a dispute between any of the Customer Parties, the Bank may decline to act on any Instruction until all Customer Parties have confirmed the Bank's authority to act on it in form and substance satisfactory to the Bank; and
 - (d) to the extent any Customer Party ceases to exist for any reason, the Relationship Documents shall continue to bind the remaining Customer Parties.
- 9.6 The Bank undertakes to maintain a business continuity plan setting out contingency arrangements for the continuing performance of the Bank's services, including the Services, in the event of a Force Majeure Event. The Bank shall test and review such business continuity plan at least once in each calendar year.
- 10 Confidentiality and Data Protection**
- 10.1 The Parties agree that Confidential Information shall be kept confidential, except as disclosed in accordance with the Confidentiality and Regulatory Annex.
- 10.2 The Parties will process and transfer Customer Information in accordance with the Confidentiality and Regulatory Annex.
- 11 Performance and Liability**
- 11.1 The Bank will perform its obligations under the Relationship Documents using such level of skill and care as would be considered commercially reasonable by reference to the standards and practices of the banking industry.
- 11.2 Neither Party shall be liable for any:
- (a) consequential, incidental or indirect Loss including, without limitation, fines, penalties or punitive damages; or
 - (b) any direct or indirect loss of (i) profit (actual or anticipated), (ii) goodwill or (iii) business opportunity,
- whether or not foreseeable, even if one Party advised the other of the possibility of such loss or damage.
- 11.3 Any obligation of the Bank with respect to an Account shall be enforceable only at the Bank or, where the Account is held at a branch of the Bank, such branch, which in each case, is the sole place of payment, and not at or against another branch or member of the Group.
- 11.4 The Bank is only required to perform its obligations in the currency in which those obligations are denominated. Unless otherwise agreed in writing, the Bank, or any intermediary reasonably selected by the Bank, may make any currency conversion in connection with the exercise of its rights and obligations pursuant to the Relationship Documents, using exchange rates that are reasonable in the relevant market at the time and for the size and type of foreign exchange transaction.
- 11.5 The Parties shall not be liable for any Loss caused by a Force Majeure Event. If either Party is prevented or delayed in the performance of any of its obligations under the Relationship Documents by a Force Majeure Event, such Party shall as soon as reasonably practicable notify the other of the existence of the Force Majeure Event. The Bank's duty or the duty of any member of the Group to act upon any Instruction or Communication, or perform any obligation, shall be suspended to the extent that and for as long as the Bank and/or any member of the Group is prevented or restricted from doing so by a Force Majeure Event.
- 11.6 In providing the Services, the Bank may use certain Infrastructure Providers and the Services are therefore subject to the rules and regulations of those Infrastructure Providers as well as the guidelines and procedures of relevant regulatory or industry bodies. Neither the Bank nor any other member of the Group shall be liable for any Loss suffered as a result of the acts or omissions of an Infrastructure Provider, but will provide commercially reasonable assistance to the Customer in the recovery of any such Loss.
- 11.7 The Customer shall indemnify the Bank and any other member of the Group in full against any Loss arising from or in connection with a third party making a claim or demand against the Bank or other member of the Group as a result of the Bank or any other member of the Group processing an Instruction or otherwise performing its obligations hereunder in accordance with the Relationship Documents.
- 11.8 Neither the Bank nor any member of the Group is obliged to perform any of the Services or any other obligation under the Relationship Documents, including without limitation any obligation to give notice or provide information to the Customer, if to do so would result in the Bank or any member of the Group being in breach of any Law.
- 12 Fees and charges**
- 12.1 The Customer shall pay to the Bank fees, costs, charges, interest and expenses in connection with the Services. These will be the Bank's standard fees and charges unless the Bank separately agrees different fees and charges with the Customer. Unless otherwise stated, all amounts payable pursuant to this Clause are exclusive of value added, sales, use, goods and services, business, stamp or any similar taxes or duties that may be applicable. All such taxes or duties will be applied in accordance with applicable legislation and the Bank will issue valid invoices or other documents as appropriate. The Bank may change the fees and charges either with reasonable notice to the Customer or immediately with the Customer's agreement. Payment of all amounts due pursuant to this Clause will be clear and free of any deduction or withholding for or on account of tax, set-off, counterclaim or other charges so the Bank receives such amounts in full. If a deduction or withholding for or on account of tax is required to be made by law, the payment shall be

increased to an amount which after making any deduction or withholding leaves an amount equal to the payment which would have been made if no deduction had been required. The Customer shall make any payment required in connection with such tax deduction or withholding within the time allowed by law.

- 12.2** The Bank may debit fees, costs, charges, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. However, in the event of the Customer's breach of the Relationship Documents, the Customer's insolvency (which includes, where the Customer acts as a trustee, the insolvency of the trust and which may also include the Customer's bankruptcy in certain jurisdictions), or where acting in accordance with the Customer's advice is not possible, the Bank may debit fees, costs, charges, interest and expenses owed by the Customer to the Bank from any account the Customer has with the Bank. If the Customer fails to pay any amount due under the Relationship Documents, the Customer shall, to the extent permitted under applicable law, pay to the Bank interest and charges on the overdue amount at the rate the Bank determines, unless otherwise agreed, acting reasonably and in good faith.

13 Amendments and Assignment

- 13.1** If at any time the Bank makes amendments to terms governing the provision of services which include any of the Services to its customers generally or to customers belonging to the same market segment as the Customer, the Bank may, by written notice to the Customer, make the same (or substantially the same) amendments to the Relationship Documents. Such amendments will become effective on the expiry of no less than 45 days after delivery of such notice.
- 13.2** Notwithstanding the provisions of Clause 13.1, the Bank may, by written notice to the Customer, make amendments to the Relationship Documents at any time in order to comply with any law or regulation, which will become effective in accordance with the terms of such notice. The Bank will use reasonable efforts to give the Customer as much advance notice as possible in such circumstances.
- 13.3** Neither Party may assign its rights or transfer its obligations under these Relationship Documents without the written consent of the other, such consent not to be unreasonably withheld or delayed. However, the Bank may, without the Customer's consent, assign the Bank's rights and/or transfer the Bank's obligations to:

- (a) any member of the Group; or
- (b) to the Bank's successor following a merger, consolidation or disposal of all or substantially all of the Bank's shares, capital, assets or the business to which the Relationship Documents relate,

provided that such assignment does not adversely affect the provision of the Services to the Customer.

14 Termination

- 14.1** Either Party can terminate any or all Relationship Documents and/or, in the case of the Bank, withdraw any or all of the Services or close any Account by giving 30 days prior written notice to the other. Any liabilities owing to the Bank thereunder will become immediately due and payable on termination of the terms of the relevant Relationship Document.
- 14.2** Subject to any applicable legal or regulatory restriction, either Party can terminate any or all Relationship Documents and/or, in the case of the Bank, withdraw any or all of the Services or close any Account immediately if:
- (a) the other Party commits a material breach of the Relationship Documents which is incapable of remedy or not remedied within a reasonable time period;

- (b) any step is taken by or in respect of the other Party for a moratorium, composition, compromise or arrangement with creditors, administration, bankruptcy, liquidation, dissolution (other than for the purposes of amalgamation or reconstruction), receivership, distress or execution, debt relief orders, interim orders or the other Party becomes insolvent (including, where a Party acts as a trustee, the insolvency of the trust and which may also include the Customer's bankruptcy in certain jurisdictions) or is deemed unable to pay its debts as they fall due, or anything analogous to the foregoing occurs in any applicable jurisdiction;
- (c) it is or may become unlawful for that Party to perform its obligations under any of the Relationship Documents or if to do so would result in that Party or, in the case of the Bank, any member of the Group, being in breach of any regulation or requirement or request of any governmental or other authority; or
- (d) the Customer has provided false or misleading information, or failed to provide Customer Information reasonably requested by the Bank, in connection with any know-your-customer or financial due diligence performed by the Bank or if otherwise required, in the Bank's reasonable opinion, in connection with any Compliance Activity.

- 14.3** Termination of the Terms by either Party shall have the immediate effect of terminating each of the Relationship Documents.

- 14.4** Termination shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or continuation in force of any other Clauses and provisions of the Relationship Documents which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of the Relationship Documents including, without limitation Clauses 1, 3.5, 9.5, 10, 11, 13.3, 14.1, 14.4, 15-21 inclusive, and the Confidentiality and Regulatory Annex.

15 Waiver

In the event that any Party fails or delays to exercise a right under the Relationship Documents, that Party may still exercise that right later. Any waiver of any right shall be in writing and limited to the specific circumstances.

16 Severability

Each provision of the Relationship Documents is severable and if any provision is or becomes illegal, invalid or unenforceable in any jurisdiction or in relation to any particular Service, then that provision is severed only in that particular jurisdiction or in relation to that particular Service. All other provisions shall continue to have effect.

17 Third Party Rights

Any law, statute or regulation which may bestow upon a person who is not a Party the right to enforce any of the terms of the Relationship Documents shall be disappplied to the fullest extent permitted.

18 Notices

Notices in writing from the Bank shall be effective if delivered to an address specified by the Customer on an Application Form or to such other address as the Customer may specify in writing from time to time as effective for delivery of notices pursuant to the Relationship Documents, including an address for notices to be sent electronically. Notices in writing from the Customer shall be effective if delivered to the Bank's address specified on the most recent statement for the relevant Account or to such other address as the Bank may specify in writing from time to time as effective for delivery of notices pursuant to the Relationship Documents, including an address for notices to be sent electronically.

19 Governing Law and Jurisdiction

19.1 The Relationship Documents and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the law of the jurisdiction in which the relevant Account is maintained or the relevant Service is provided unless specified otherwise in any applicable Relationship Document.

19.2 Unless otherwise mutually agreed by the Parties, they submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.

20 Counterparts

The Relationship Documents may be entered into by the execution of any number of copies of the relevant Application Form, all of which taken together shall form one document.

21 Definitions

- **Account** means any account which is to be opened or which has been opened by the Customer with the Bank under the Relationship Documents.
- **Annex** means an annex to a Services Schedule or the Terms which sets out additional terms in relation to the particular Services being provided.
- **Appendix** means an appendix to an Annex which sets out additional terms in relation to the particular Services being provided.
- **Application Form** means any form that must be completed to apply for the provision of a Service including without limitation the Relationship Acceptance Form and the Service Amendment Form.
- **Authorised Person** means any person identified to the Bank and authorised to act on behalf of the Customer in accordance with Clause 2.
- **Authority** means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over the relevant Party or a member of its group.
- **Bank** means the member of the Group that is or becomes a Party to the Relationship Documents and that provides the Customer with Services as specified in an Application Form.
- **Clause**, whenever used in a Relationship Document and not defined or identified otherwise therein, means a clause of that Relationship Document.
- **Communication** means communication (in any form) between Customer and Bank, but which shall not include Instructions.
- **Compliance Activity** means any activity performed by the Bank or any other member of the Group considered appropriate, acting reasonably, to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime, international and national guidance, relevant Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the Group.
- **Compliance Obligations** means obligations of any member of the Group to comply with: (a) Laws, or international guidance and the Bank's mandatory policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws or (c) any Laws requiring the Bank to verify the identity of its Customers.
- **Confidential Information** means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the Relationship Documents, including without limitation, the business, operations, Personal Data or customers of the disclosing Party or members of its group and the provisions of the Relationship Documents.
- **Confidentiality and Regulatory Annex** means the Annex to the Terms which sets out each Party's obligations in relation to Confidential Information, Customer Information and tax compliance.
- **Connected Person** means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the Group or otherwise received by any member of the Group in connection with the provision of the Services and any owner, controlling person, substantial owner or beneficial owner of the Customer in relation to whom the Bank considers, acting reasonably, Tax Information is required to be provided to any Tax Authority to comply with any Group member's Compliance Obligations.
- **Country Conditions** means, for each relevant jurisdiction, the specific terms which supplement and/or amend any Relationship Document.
- **Customer** means the Customer Party and, where there is more than one Customer Party, refers to the Customer Parties jointly and severally.
- **Customer Information** means Personal Data, Confidential Information, and/or Tax Information of or in relation to either the Customer or a Connected Person.
- **Customer Party** means an entity or person receiving the Services identified as a customer on an Application Form.
- **Data Protection Legislation** means all data protection, privacy and other laws to the same or similar purpose in all relevant jurisdictions applicable to a Party.
- **Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters.
- **Force Majeure Event** means any event beyond the reasonable control of a Party affecting that Party's ability to comply with the Relationship Documents, such as:
 - (a) any natural event such as flood, storm or earthquake,
 - (b) war, civil disturbance or act of terrorism,
 - (c) industrial action,
 - (d) Act of God,

- (e) action of a government or governmental agency,
- (f) change of law or regulation (or change in the interpretation of law or regulation),
- (g) power or equipment failure or interruption, or
- (h) interruption, failure or delay in receiving or acting on any Communication or Instruction caused by an Infrastructure Provider,

PROVIDED ALWAYS that any non-compliance with the Relationship Documents resulting from such an event could not be avoided by the exercise of commercially reasonable skill and care by the affected Party which, in the case of the Bank, may include invocation of the business continuity plan referred to in Clause 9.6.

- **Group** means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.
- **Infrastructure Provider** means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the Relationship Documents including any communications, clearing, settlement or payment system, or intermediary or correspondent bank.
- **Instruction** means any communication which is received by the Bank in relation to a Service which:
 - (a) contains the necessary information for the Bank to carry out the payment or other act on the Customer's behalf; and
 - (b) has or, in the reasonable opinion of the Bank, appears to have been provided by an Authorised Person.
- **Law** means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the Group.
- **Loss** means any loss, damages, liability, costs, claims, demands and expenses of any kind whether or not foreseeable.
- **Party** means the Customer or the Bank, and **Parties** means the Customer and the Bank.
- **Personal Data** means any data relating to an individual and allowing the identification of that individual, and such other data which is protected by local Data Protection Legislation.
- **Purposes** means the circumstances in connection with which Customer Information will be processed, transferred and disclosed by the Bank and/or members of the Group, as set out in Clause 2.2 of the Confidentiality and Regulatory Annex.
- **Relationship Acceptance Form** means the Application Form in which the Customer agrees to the provision of the Services by the Bank.
- **Relationship Documents** means, separately and together, as the case may be:
 - (a) the Terms,
 - (b) any Services Schedules,
 - (c) any Annexes,
 - (d) any Appendices,
 - (e) each of the applicable Country Conditions, and
 - (f) the applicable Supporting Documents,as amended or supplemented from time to time.
- **Security Procedures** means security measures or protocols governing the Customer's access to the communication channels made available to the Customer by the Bank from time to time and used to verify the origination of Instructions or Communications between them transmitted via such channels. A Security Procedure may include, but is not limited to, one or more of the following measures: encryption algorithms or other codes, user entitlements, identifying words and numbers, and similar security devices.
- **Service Amendment Form** means the Application Form in which the Customer agrees to the provision of any additional Services by the Bank at any time after the Relationship Acceptance Form has been executed.
- **Services** means the services provided by the Bank and members of the Group under the Relationship Documents and requested in an Application Form.
- **Services Schedule** means a schedule to the Terms or a separate agreement between the Parties that expressly incorporates the Terms and relates to a specific Service.
- **Supporting Documents** means any document, agreement or Application Form which the Bank requires the Customer to enter into in connection with the receipt or maintenance of any Services in a particular jurisdiction, other than Country Conditions, Appendices, Annexes, Service Schedules or the Terms.
- **Tax Authorities** means domestic or foreign tax, revenue, fiscal or monetary authorities.
- **Tax Information** means any documentation or information relating, directly or indirectly, to a Customer and any owner, controlling person, substantial owner or beneficial owner of the Customer, that the Bank considers, acting reasonably, is needed to comply with any Group member's obligations to any Tax Authority.
- **Terms** means this Master Services Agreement.

1 Disclosure of Confidential Information

1.1 Subject to Clauses 1, 2 and 6 of this Annex, the Parties agree that any Confidential Information shall be kept confidential. The Customer may disclose the Bank's Confidential Information as set out in Clause 1.2 of this Annex. The Bank may disclose the Customer's Confidential Information as set out in Clause 2 of this Annex.

1.2 The Customer may disclose the Bank's Confidential Information to:

- (a) members of its group and service providers, sub-contractors, agents, and any Infrastructure Provider provided always that the Customer may only make such disclosure on a confidential basis, and in connection with receipt of the Services under the Relationship Documents;
- (b) Authorities, auditors, professional advisers or as otherwise required or reasonably necessary under law, regulation, order of a court, or binding request from an Authority; and
- (c) any other person with the Bank's written consent.

1.3 Restrictions on the disclosure of Confidential Information by either Party shall not apply to information that:

- (a) is in or enters into the public domain other than in breach of the Relationship Documents;
- (b) is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or
- (c) was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

2 Collection and Use of Customer Information (including Confidential Information)

2.1 Collection

Members of the Group may collect, use and share Customer Information, which may be requested from a person acting on the Customer's behalf. Customer Information may also be collected by or on behalf of members of the Group from other sources, and generated or combined with other information available to members of the Group.

2.2 Processing and Sharing

Customer Information will be processed, transferred and disclosed by the Bank and/or members of the Group in connection with the following Purposes:

- (a) the provision of services and as necessary for the Bank to approve, manage, administer or effect any transactions requested or authorised by the Customer;
- (b) meeting Compliance Obligations;
- (c) conducting Compliance Activity;
- (d) the collection of any amounts due and outstanding from the Customer;
- (e) conducting credit checks and obtaining or providing credit references;
- (f) to enforce or defend the Bank's, or a member of the Group's rights;
- (g) for internal operational requirements of the Bank or the Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and

(h) the maintenance of the Bank's overall relationship with the Customer.

By using the Services, the Customer agrees that the Bank may also, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the Group;
- (b) any sub-contractors, agents, service providers, or associates of the Group (including their employees, directors and officers);
- (c) in response to any requests from any Authorities;
- (d) persons acting on behalf of the Customer, Infrastructure Providers, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, and companies in which the Customer has an interest in securities (where such securities are held by the Bank for the Customer);
- (e) any party to a transaction acquiring interest in or assuming risk in or in connection with the Services; and
- (f) other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

2.3 Protection of Customer Information

Whether it is processed in a home jurisdiction or overseas, in accordance with Data Protection Legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the Group, their staff and third parties are subject to. Customer Information will be treated with the same degree of care that the Group exercises to protect its own Confidential Information of a similar nature.

2.4 Under relevant Data Protection Legislation, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

3 Customer Obligations

3.1 The Customer confirms, warrants and has responsibility for ensuring that every person whose information (including Personal Data or Tax Information) they have provided to a member of the Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in the Relationship Documents. The Customer shall advise such persons that they may have rights of access to, and correction of, their Personal Data.

3.2 The failure of a Customer to supply its, or its Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, may result in the Bank making its own decision with respect to the status of the Customer and/or its Connected Persons, including whether such Customer and/or its Connected Persons is reportable to a Tax Authority. Such failure may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

4 Tax Compliance

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations in all jurisdictions in which those obligations arise, and relating to the opening and use of accounts and/or services provided by the Bank and/or members of the Group. Except to the extent required otherwise by applicable law, the Customer shall be responsible for the deduction or withholding on account of any tax with respect to any amount paid, transferred or held by the Bank pursuant to any Service and shall be responsible for the payment and proper reporting of any such tax. The Customer confirms that, whenever required by applicable law and regulation, it has reported and will continue to report the assets deposited at the Bank and/or members of the Group as well as the income generated by those assets to the competent tax authorities.

5 Bearer Shares

5.1 Except to the extent that the Customer has either provided such confirmation to the Bank or received written confirmation from the Bank that it is on notice to the contrary, the Customer confirms on behalf of itself and any shareholder and affiliates (the "**Associated Entities**") that none of its shares or shares of Associated Entities have been issued in, or are held in a form that assigns or entitles ownership to whomever has possession of the physical share certificates, warrants or equivalent instruments ("**Bearer Shares**").

5.2 If the Customer or any of the Associated Entities issues, or converts existing shares to, Bearer Shares, the Customer undertakes to:

- (a) notify the Bank immediately and include the name of the beneficial owners of such Bearer Shares; and
- (b) comply with the Bank's requirements regarding issued Bearer Shares.

6 Compliance Activity

The provision of Services by the Bank and members of the Group may be affected by Compliance Activity and any impact on the performance of the Bank's obligations due to Compliance Activity or any actions taken by the Bank as a result thereof shall not constitute a breach of the Bank's agreements with the Customer.

7 Regulatory Disclosures

Where the Bank provides the Accounts and/or Services in the following jurisdictions, the Bank is required to provide the Customer with the following information:

Algeria

HSBC Bank Middle East Limited (Algeria Branch), Business District Algiers, Complexe Immobilier Oriental Business Park, Bab Ezzouar, 16024, Algiers, is regulated by the Central Bank of Algeria and lead regulated by the Dubai Financial Services Authority.

Bahrain

HSBC Bank Middle East Limited (Bahrain Branch), P.O. Box 57, Manama, Kingdom of Bahrain, is licensed and regulated by the Central Bank of Bahrain as a Conventional Retail Bank and lead regulated by the Dubai Financial Services Authority.

Egypt

HSBC Bank Egypt S.A.E., PO Box 124, Maadi, Cairo, Egypt, is regulated by the Central Bank of Egypt.

Oman

HSBC Bank Oman S.A.O.G., P.O. Box 1727, Postal Code 111, Seeb, Sultanate of Oman is regulated by the Central Bank of Oman and the Capital Market Authority, Oman.

Qatar

HSBC Bank Middle East Limited (Qatar Branch), P.O. Box 57, Doha, Qatar, is regulated by Qatar Central Bank and lead regulated by the Dubai Financial Services Authority.

UAE

HSBC Bank Middle East Limited (U.A.E. Branch), P.O. Box 66, Dubai, U.A.E., is regulated by the Central Bank of the U.A.E and lead regulated by the Dubai Financial Services Authority.

United Kingdom

HSBC Bank plc is a company registered and established in England and Wales under registration number 14259. The Bank's registered office is at 8 Canada Square, London E14 5HQ. The Bank's VAT registration number is GB 365684514. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (the Bank's firm reference number is 114216).

Corporate Cards Services Schedule

1 Relationship Documents

- 1.1 This Services Schedule is a schedule to and incorporates the terms of the Master Services Agreement.
- 1.2 This Services Schedule sets out the specific terms that apply to the Corporate Cards Services.
- 1.3 Capitalised terms used but not defined in this Services Schedule are as defined in the Master Services Agreement.
- 1.4 To the extent that the Customer only has Corporate Cards Services with the Bank and does not have an Account with the Bank, Clauses 3.1, 3.2, 3.6, 4, 6, 7 and 11.3 in the Master Services Agreement shall not apply to the Customer.

2 Card issue and renewal

- 2.1 The Bank will issue Cards and renew and replace them unless cancelled and, if requested and appropriate for the relevant Card type, issue a PIN or other identifier to each Cardholder. Cards may be issued to anyone the Customer requests, unless the Bank otherwise objects or refuses, which it may do in its absolute discretion.
- 2.2 The Customer shall be responsible for delivery of Cards to each Cardholder and ensuring that each Cardholder signs the Card (if applicable) promptly after receiving it.
- 2.3 The Customer shall:
 - (a) ensure that a Card is used solely for the purposes of the Customer's business;
 - (b) be bound by, and agrees to ensure acceptance and compliance by Cardholders with, any relevant Conditions of Use; and
 - (c) notify the Bank prior to issuing Cards to persons employed by an entity other than the Customer: (i) which is less than fifty percent (50%) owned by the Customer or its group or (ii) if such Cards are intended to be used otherwise than for the Customer's own business purposes, whereupon the Bank may request additional information. The Bank may decline to issue such Cards and, if it considers it appropriate, recommend that such entity applies to be on-boarded as a customer of the Bank under a separate cards programme.
- 2.4 The Bank shall be under no responsibility to the Customer to:
 - (a) ensure that a Cardholder, Card Administrator and members of the Customer's group comply with the Relationship Documents, any relevant Conditions of Use or any variation of or supplement to them;
 - (b) take any legal action or proceedings against a Cardholder;
 - (c) ensure that a Card is used for the purposes of the Customer's business; or
 - (d) review, monitor or investigate the use of a Card.

3 Credit limits and initiation of transactions

- 3.1 The Bank will open one or several Card relationship programmes for use under the Relationship Documents. The aggregate financial limit of the Card relationship programmes for the relevant Card type shall not exceed the Customer Limit.
- 3.2 The Customer will ensure that, unless prior approval has been provided by the Bank, the aggregate of balances outstanding on all Cards at any time shall not exceed the Customer Limit. The Bank may make changes to the Customer Limit and Card Limits from time to time and shall give the Customer written notice as soon as practicable of such changes and, where such changes lead to an outstanding balance being in excess of the revised Customer Limit or applicable Card Limit, the written notice will include the period within which the Customer is required to make a payment to the Bank to reduce such balance so that it is equal to or less than the revised Customer Limit or Card Limit, as applicable.

3.3 If any Customer Limit or Card Limit is exceeded without the Bank's approval, the Customer shall immediately repay the excess upon the earlier of (i) a demand by the Bank or (ii) otherwise becoming aware of such limit being exceeded.

3.4 The Bank is authorised to debit each Card with the value of all transactions and cash advances initiated by use of the Card (whether with or without use of a PIN or other identifier) whether or not properly authorised by the Cardholder or the Customer in accordance with the Relationship Documents and any other procedures instructed by the Bank, including (without limitation) all transactions and cash advances for which a merchant does not require express authorisation from the Bank and any transactions and cash advances which may exceed the Card Limit or the relevant Customer Limit.

3.5 When asked to authorise a transaction or cash advance, the Bank will take into account any other transactions or cash advances already initiated on the relevant Card, whether that transaction or cash advance has been completed or not. This may lead to the transaction or cash advance being declined. The Bank may refuse to authorise use of a Card if it considers that the Card has been or is likely to be misused. As part of the Bank's decision-making process and in an effort to minimise the misuse of Cards, it may refer an authorisation request back to the merchant for further information. This may result in the Cardholder initiating the transaction or cash advance being asked to produce further means of identification or other information. This may also be done on a random basis for fraud prevention purposes.

3.6 A payment made by use of a Card or transacted on a Card cannot be stopped upon request. If a merchant or supplier agrees to make a refund, the Bank will credit the relevant Card only upon receipt of a written instruction in a form acceptable to the Bank from the merchant or supplier. The Bank cannot be held responsible for any delay in the receipt of such instructions.

4 Statements and Payment

4.1 The Customer, and the Cardholder where requested, will be provided with Statements by the Bank. The Customer must notify, and ensure that any Cardholder notifies, the Bank immediately of any change to contact details for provision of Statements.

4.2 The Customer shall pay to the order of the Bank, in immediately available funds in the currency in which the Card is denominated:

- (a) an amount equal to the entire balance of each Card; and
- (b) all applicable interest, fees and charges which apply for the relevant Card type(s) in accordance with the Pricing Letter or on such basis as agreed between the Bank and the Customer in writing from time to time, in connection with the provision of the Corporate Cards Services;

as specified on the Statement by the Payment Date. This may include (without limitation) charges payable if the Bank does not receive a payment in full by the Payment Date or if an outstanding balance exceeds an applicable Customer Limit or Card Limit.

4.3 The Bank, in its sole discretion, has the right to apply payments to a Card Programme in such order as it may determine.

5 Liability for transactions

5.1 The Customer shall be solely liable to and pay the Bank for payment of the value of all transactions made by use of a Card which are made after delivery of the Card to the Customer or the first use of the Card, whether or not that transaction has been made for the purposes of the Customer's business or with the authority of the Cardholder or the Customer's authority, together with any charges, fees, and interest payable under the Relationship Documents. This will include (without limitation) any transactions made after the cancellation of a Card, subject to the Bank's failure to comply with Clause 8.

5.2 Notwithstanding Clause 5.1 and subject to Clause 5.3, the Customer shall have no liability for any transactions not authorised by the Customer or a Cardholder using a Card after it has been reported to the Bank (in accordance with any Conditions of Use) that the Card has been lost or stolen or that the Card details may be known by a third party or that unauthorised or fraudulent use is suspected. The amount of any such transactions that may have been debited in these circumstances will be provisionally credited to the relevant Card, including (without limitation) any related interest or charges. The Bank shall have no further liability to the Customer whatsoever. The Bank may require written notification that an item on the Customer's Statement is not a recognised transaction on the Card before the Bank can process any refund to which the Customer may be entitled.

5.3 Upon a report being made under Clause 5.2, the Bank will follow its usual procedures to cancel or block use of the Card, but if any Loss, theft, fraudulent or unauthorised use of a Card or the disclosure of the Card details is attributable to the fraud or negligence of a Cardholder or of the Customer (or of any agent, representative, employee or officer (collectively, "**Representative**") of a Cardholder or the Customer from time to time), the Customer shall remain liable for any transactions made by use of the Card. For the purpose of this clause, "negligence" shall include (without limitation) any relevant failure by the Cardholder or the Customer (or by any Representative from time to time) to observe any Conditions of Use.

5.4 In no event shall a Cardholder be liable to the Bank for Card transactions, and any credit extended hereunder is extended solely to the Customer.

5.5 The Customer must continue to pay the Bank any money outstanding under the Relationship Documents without any deduction, set-off or withholding and the Customer shall remain liable to make payments required under the Relationship Documents even if the Customer is in dispute with or has a claim against a merchant or supplier over a transaction or a cash advance made under the Relationship Documents.

5.6 The Bank shall have no liability if any merchant, supplier, cash machine, terminal, bank or approved travel management company (if applicable) refuses to or cannot accept a Card transaction for any reason or for the way in which such refusal is communicated.

6 Corporate Cards Portal

6.1 By accessing the Corporate Cards Portal the Customer agrees on its own behalf and on behalf of each of the Card Administrator(s) and Cardholders to be bound by all the terms and conditions contained in such portal.

6.2 The Customer acknowledges and agrees that:

- (a) the Card Administrator and Cardholder will be able to access and use any other services via the Corporate Cards Portal in relation to Corporate Cards Services;
- (b) the Customer shall be bound by all actions of the Card Administrator and Cardholder taken in respect of the Corporate Cards Services and ratifies and confirms hereby (and, at any time upon the Bank's request, shall ratify and confirm) all actions of the Card Administrator and Cardholder taken on its behalf;
- (c) whenever the Customer instructs the Bank to provide the Card Administrator and Cardholder with access to its Corporate Cards Services via the Corporate Cards Portal, the Customer must notify the Card Administrator and Cardholder of such instruction details and, the Bank is under no obligation to inform the Card Administrator or Cardholder of the instruction and the relevant Corporate Cards Services details; and
- (d) whenever the Card Administrator instructs the Bank to add or amend the Corporate Cards Services via the Corporate Cards Portal, the Bank is under no obligation to notify the Customer.

6.3 The Customer hereby provides the following consents:

- (a) the Bank is permitted to disclose any Customer Information relating to the Customer's Corporate Cards Services to the Card Administrator and to provide to the Card Administrator any Communication regarding the Corporate Cards Services, which will take effect as if provided directly to the Customer; and
- (b) the Bank is permitted to disclose the Customer Information including information relating to its Corporate Cards Services to any third party nominated by the Customer. The Bank is entitled to continue to share information with such third parties until the Customer or the Card Administrator submits instructions to terminate such arrangement. The Bank shall not be responsible for the selection of such third parties nor shall it be liable for any losses suffered as a result of such arrangement.

6.4 The Customer hereby indemnifies the Bank against any loss, damages, liability, costs, claims, demands and expenses incurred by the Bank of any kind when acting in accordance with instructions from the Card Administrator in relation to the Customer's Corporate Cards Services.

6.5 The Customer confirms that the appointment of the Card Administrator and all of the above consents in this Clause 6 shall remain in full force and effect until the Bank has received written notice of revocation of such appointment from the Customer in form and substance acceptable to the Bank and the Bank has had a reasonable opportunity to act on it.

7 Termination

Clauses 5 and 8 shall survive termination of all or any part of the Relationship Documents.

8 Cancellation and surrender of Cards

8.1 Cards remain the Bank's property and it may suspend or cancel a Card at any time. The Bank will use reasonable endeavors to notify the Customer prior to such suspension or cancellation but in any event shall inform the Customer of such suspension or cancellation as soon as practicable.

8.2 The Bank will cancel a Card once it has had a reasonable opportunity to act upon receipt of a request to cancel from the Customer or the Card Administrator. The Customer shall notify the Bank immediately (or use the Corporate Cards Portal to cancel a Card immediately) if a Cardholder is no longer authorised to use a Card.

8.3 Upon a request by the Customer to cancel a Card or on notice that the Bank has cancelled a Card or on termination of the Relationship Documents in accordance with their terms, the Customer shall return to the Bank the relevant Card or Cards, cut in half vertically, or destroy such Cards and give written confirmation to the Bank that this has occurred.

8.4 In cancelling a Card, the Bank will follow its usual procedures to block use of the Card (whether or not returned to the Bank), but if transactions or cash advances are made by use of a Card or its details after cancellation, the Relationship Documents shall continue to apply in relation to that Card and transactions and cash advances made under it until the receipt by the Bank of all sums outstanding in respect of the Card.

9 Governing law

The Customer agrees that the Corporate Cards Services shall be deemed to be provided in the jurisdiction where the Bank is located, irrespective of the Customer's location or where a Cardholder uses a Card (if such location or use is in a different jurisdiction).

10 Definitions

- **Card** means any card issued by the Bank in physical or electronic form.
- **Card Administrator** means any administrator notified by the Customer to the Bank under the Relationship Documents, or by an existing administrator notified to the Bank in accordance with the Relationship Documents via the Corporate Cards Portal, in respect of the Corporate Cards Services.
- **Card Limit** means a credit limit applicable to a Card as initially determined by the Customer or as notified by the Bank to the Customer in writing from time to time.
- **Cardholder** means any person to whom the Bank has agreed to issue a Card under the Relationship Documents or via the Corporate Cards Portal following receipt from the Customer of a duly completed cardholder application or nomination form in a format specified by the Bank.
- **Conditions of Use** means any terms or conditions issued by the Bank from time to time for a relevant Card type, to be provided by the Customer to each Cardholder to whom a Card of that type has been issued.
- **Corporate Cards Portal** means the electronic communication channels made available to the Customer by the Bank for management of the Corporate Cards Services including but not limited to issuance and management of virtual cards under the Corporate Cards Services.
- **Corporate Cards Services** means the corporate cards services supplied to the Customer in accordance with this Services Schedule.
- **Customer Limit** means the maximum allowable outstanding balance on all Cards of a certain type, as notified by the Bank to the Customer in writing from time to time.
- **Master Services Agreement** means the master services agreement that forms part of the Relationship Documents contained in the Customer Pack referred to in the Relationship Acceptance Form or the Service Amendment Form (as applicable) issued together with this Services Schedule.
- **Payment Date** means the date specified in the Statement which payment of the balance is to be received by the Bank.
- **PIN** means personal identification number.
- **Pricing Letter** means any guide or facts statement related to fees, charges, interest, pricing and/or pricing related matters that the Bank agrees with the Customer from time to time.
- **Statement** means the periodic statement issued by the Bank which sets out details of the Card balance and any interest, fees and charges.

US Country Conditions

The following terms and conditions (“**US Country Conditions**”) amend and 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 only.

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 of these US Country Conditions will apply: Clauses 2.2, 2.3, 2.4 and 2.5; Clause 3; Clause 4; Clause 5; Clause 6; Clause 7; and all Clauses in the Corporate Card Services section of these US Country Conditions.

1 Account Provisions

1.1 Funds Transfers (Including ACH and RTP Payments)

The Customer may send and/or receive funds via Automated Clearing House (“**ACH**”), the RTP[®] system or wire (each, a “**Funds Transfer**”) using eligible Accounts with the Bank. Funds Transfers (sometimes also referred to as “**Payment Orders**” or “**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 Payment Order it submits to the Bank and/or any Services it uses are and will be used solely for business or commercial purposes and not for any personal, consumer, family or household 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 Security Procedures

The Security Procedures described in Clause 3 of the MSA are deemed to include the following Level One and Level Two procedures in the US, and the Bank requires a separate authorization and indemnity from eligible customers who seek to set up alternative (contingency) means for submitting manually initiated Instructions to the Bank outside of these procedures. For purposes of clarity, the Security Procedures are not used to detect an error in the electronic transmission or the content of a Payment Order. The Customer acknowledges and agrees that the Security Procedures are commercially reasonable and adequate for the Customer's purpose. The Customer and the Bank agree that the Security Procedures are considered “**Confidential Information**” under the Confidentiality and Regulatory Annex to the MSA.

(i) Level One

(a) E-Channels (HSBCnet and HSBC Connect)

HSBCnet and HSBC Connect are HSBC's secured delivery channels, also referred to as E-Channels. HSBCnet and HSBC Connect's encryption systems encipher information transmitted from the Customer's computer to the Bank. In general, the Security Procedures include access controls, such as an identification code and a confidential password that allows the Customer to access the Funds Transfers system, and also include encryption of a Payment Order during the process of transmission to the Bank (these procedures are more specifically described in the HSBCnet and HSBC Connect informational guides that are available from the Bank).

RTP and CHIPS are registered trademarks 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

SWIFT is a trademark of S.W.I.F.T. SCRL

(b) Authenticated SWIFT messages

The Security Procedures for authenticating Instructions sent through SWIFT are explained in the SWIFT Handbook as well as in guidelines established for Relationship Management Application (“**RMA**”) and issued by SWIFT.

(ii) Level Two – Call Back Procedures

Level Two Call Back Procedures may be agreed between an eligible Customer and the Bank, subject to a separate authorization and indemnification agreement (as the same may be modified from time to time by the Bank, an “**Indemnity Agreement**”) and must involve the use of a call-back procedure by the Bank and/or the use of an identification code by the Customer (or its authorized users). If the Bank agrees to accept a Payment Order by means other than through HSBCnet, HSBC Connect, or SWIFT, and the Customer communicates a Payment Order to the Bank in writing including via an emailed PDF or telephone facsimile, the Customer has rejected Level One Security Procedures and has chosen Level Two Security Procedures generally described herein, and as specified in the Indemnity Agreement. Call-back Security Procedures may be used for the purpose of verifying that a Payment Order or other Instruction amending or cancelling a Payment Order was authorized and issued by the Customer. An amendment or cancellation Instruction must be transmitted to the Bank using the same or higher level of Security Procedure as used by the Customer for the original Payment Order.

1.3 Routing of a Payment Order

In requesting a Payment Order, the Customer is responsible for providing full routing instructions. If the Customer fails to provide such information, the Customer agrees that the Bank may choose an intermediary bank and/or Funds Transfer system through which to route the Payment Order. If any of the Customer's Payment Orders designates an intermediary bank and/or Funds Transfer system, the Customer agrees that, 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 Payment Orders.

With respect to Payment Orders 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.

1.4 Notice of Receipt of ACH Payments, RTP and Wire Payments

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.

1.5 Daily Settlement Limits

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.

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 the 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") and general commercial banking practices, as applicable to the Services (each an "Applicable Rule" and collectively, the "Applicable Rules"). The Applicable Rules are incorporated herein by reference and made a part hereof. The Relationship Documents are further subject to all applicable US Federal laws and regulations.

2.2 If the Relationship Documents conflict at any time with any applicable Law, the Relationship Documents will be considered changed to the extent necessary to comply. In providing Accounts and/or Services under the Relationship Documents, the Bank operates solely in a non-fiduciary and non-advisory capacity.

2.3 The Customer's compliance with Law and Applicable Rules is the Customer's responsibility. The Bank may conclusively presume that the Customer's statements and actions are in conformity with Law and Applicable Rules without further inquiry, including, specifically, any program administered by the US Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

2.4 The Customer agrees to 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, Applicable Rules or Law require earlier action by the Customer. If the problem involves a series of events, the Customer agrees that the date the first event occurred will be the date by which the period to make any claim or bring any legal action begins to run.

2.5 The Customer agrees in the event of any claim arising from or relating to the Services, to cooperate and assist the Bank and any law enforcement authorities in connection with any investigation and prosecution of any suspected wrongdoer. The Customer understands and agrees that failure to cooperate may result in the Bank, in its sole discretion, dishonoring any claim the Customer has made.

2.6 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.

3 Force Majeure

Clause 11.5 of the MSA is supplemented with the following: "For the avoidance of doubt, if the Customer fails to comply with the Relationship Documents due to a Force Majeure Event, the Bank will not be liable for any Loss arising from such failure."

4 Assignment

Clause 13.3 (b) of the MSA is deleted and replaced with the following: "to the Bank's successor following a merger, consolidation or disposal of any portion(s) of all or substantially all of the Bank's shares, capital, assets, division (s), branch(es), or the line of business to which the Relationship Documents relate."

5 Fees

All Terms and Charges Disclosures and similar fee schedules (collectively, "Terms and Charges") applicable to the Services are incorporated into these US Country Conditions. In the event of any conflict between the Terms and Charges and any other provisions of the US Country Conditions, the Terms and Charges will control. Fees for Corporate Card Services are contained in the HSBC US Corporate Card Pricing Letter.

6 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.

7 General

Nothing in the Relationship Documents is intended to cause the Bank to have any liability or responsibility for its affiliates in violation of Federal Reserve Board Regulation W.

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:

8 RTP Payments

8.1 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 8 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 8 as defined in the RTP Operating Rules.

8.2 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 such dispute.

8.3 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.

8.4 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.

8.5 Sending RTP Payments

By submitting a Payment Instruction through the Bank's RTP 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.

8.6 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.

8.7 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.

9 Bill Payment Service

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10 Incoming Bill Payment Service

10.1 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 10, "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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

11 Mobile Remote Deposit Capture Service

11.1 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.

11.2 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.

11.3 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.

11.4 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).

11.5 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.

11.6 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).

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

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**
- (a) The Bank shall have no liability to the Customer or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits, or loss or damages from subsequent wrongful dishonor caused by any error, act, delay or omission by the Bank even if the Customer has been advised of the possibility of such damages; and
 - (b) 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

- 3.1 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.
- 3.2 The Customer agrees that the Customer will not knowingly permit Cardholders to make a Purchase (a purchase of lease of goods or services from a merchant using a Card) or obtain a Loan (an advance of money from the Bank obtained by (i) using a Card to obtain such advance at a financial institution; (ii) using a Card to obtain cash at an automated teller machine; or (iii) any other available electronic or telephonic method) that would exceed the Card Limit or the Customer Limit. The Bank may, in its sole discretion, permit the aggregate indebtedness incurred to exceed the Customer Limit or any Card Limit. The Customer shall be liable to the Bank for any such amount.

4 Portals

- 4.1 Upon receipt of notice from the Customer, the Bank will remove any Card Administrator's access within two (2) business days. The Customer may appoint a new Card Administrator only as set forth in the Implementation Guide, which the Customer will receive prior to implementation of the Corporate Cards Services. 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.