

US Global Payments Solutions Terms

1.1 If the Customer is a party to the Master Services Agreement (“**MSA**”) and Corporate Card Services Schedule (“**CCSS**”), or the USD Commercial Card Agreement, (“**Relationship Documents**”) the following US Global Payments Solutions Terms, together with any supplementary terms that may be issued from time to time, (this “**Agreement**”) supplements and forms part of the Relationship Documents.

1.2 Email Authorization

The Customer authorizes the Bank to accept instructions and documents via a secured email system or other electronic platform acceptable to the Bank to open, manage and close accounts on behalf of the Customer and to add, modify and terminate any services relating to such accounts. By submitting a request to the Bank via secured email or other electronic platform acceptable to the Bank, the Customer agrees that the Bank may treat any scanned documentation or instruction sent to the Bank via secured email or other electronic platform as if it were an original document signed by the Customer. The Customer represents and warrants that such documentation has been duly authorized by the Customer and shall be enforceable against the Customer. The Customer agrees to promptly provide the Bank with any additional documentation reasonably requested by the Bank, including originals of the scanned documents sent via secured email or other electronic platform. The Customer acknowledges that for certain documents an original may be required by the Bank.

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

1.3 Business Purpose

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

Definitions

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

- **USD Commercial Card Agreement** means the US local terms and conditions governing the corporate card product.
- **Services** means the services provided by the Bank under the Relationship Documents.

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USD One Card Packaged Purchase Volume Rebate Addendum

1. DEFINITIONS. Except as otherwise expressly provided herein, capitalized terms shall have the same meanings as in the Relationship Documents. In addition, the following definitions apply to this USD One Card Packaged Purchase Volume Rebate Addendum ("**Addendum**").

Annual Period means initially (a) the period beginning on the day the billing account is open ("**Annual Period Start Date**") and ending on the first statement cycle date following the first anniversary of the Annual Period Start Date ("**Annual Period End Date**"), and (b) thereafter, each one (1) year period commencing on the day after the Annual Period End Date and ending on the anniversary thereof.

Card Account means, a Mastercard International Incorporated ("**Mastercard**") Corporate Card account established by Customer with the Bank, subject to the terms of the Relationship Documents.

Net Purchase Volume means, for any Annual Period, (a) the sum of all Purchases set forth on the periodic billing statements issued for this One Card Packaged program during such Annual Period minus (b) the sum of all (i) fraudulent charges, (ii) chargebacks, (iii) merchant credits, and (iv) amounts charged off by the Bank as uncollectible, in each case occurring (or determined) during such Annual Period. Cash advances and withdrawals are not "**purchases**" and such amounts are therefore not included in the Net Purchase Volume calculation.

Statement Credit means a credit posted by the Bank to Customer's billing statement for the purposes of paying a rebate under this Addendum.

Statement Credit Date means the Annual Period End Date.

2. VOLUME REBATE. For each Annual Period, the Bank will post a Statement Credit on each related Statement Credit Date in an amount equal to (a) the Net Purchase Volume for such Annual Period multiplied by (b) the rebate percentage applicable to such Net Purchase Volume as specified in Schedule A.

3. REBATE ELIGIBILITY AND PAYMENT.

- (a) No Statement Credit shall be posted for any Annual Period if (i) the Net Purchase Volume for such Annual Period does not equal or exceed \$500,000 or (ii) a breach has occurred under the Relationship Documents and is continuing on the related Statement Credit Date.
- (b) If this Addendum terminates prior to the end of an Annual Period, for any reason other than a breach by HSBC, no Statement Credit will be due to the Customer, regardless of the Net Purchase Volume accrued to the date of such termination. In the event that a breach by HSBC is the reason for the termination, and the Statement Credit as of the date of termination exceeds \$10, then HSBC will mail the Customer a check for such amount following the end of the Annual Period. If the amount is less than \$10, no Statement Credit will be due to the Customer. In addition, no Statement Credit will be earned for an Annual Period if termination is required by applicable law or regulation.

4. TERM. This Addendum shall terminate automatically upon the earliest to occur of:

- (a) the scheduled expiration date of the Relationship Documents (as may be extended from time to time in accordance with the terms thereof),
- (b) the termination of the Relationship Documents by either party thereto for any reason, or
- (c) the termination of credit line access under the Relationship Documents for any reason.

5. REBATE ADJUSTMENT. The Bank may upon written notice to Customer adjust the rebate percentage or otherwise revise the methodology used to determine the Statement Credit (including, without limitation, what constitutes a Purchase for purposes thereof) to reflect (a) any change in the cost to the Bank of extending credit to Customer under the Relationship Documents, whether as a result of a change in law or market conditions or (b) any change in the interchange fee paid by Mastercard to the Bank.

6. MISCELLANEOUS. Except as otherwise expressly set forth herein, nothing in this Addendum shall be deemed to constitute an amendment or modification of any provision of the Relationship Documents.

Schedule A

Annual Net Purchase Volume	25 Day Repayment
\$500,000+	100 bps (1.00%)

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USD Corporate Card Pricing Letter

This Pricing Letter is supplemental to the Relationship Documents; it supersedes and replaces any and all previous Pricing Letters agreed between the Parties.

For the avoidance of doubt, this Pricing Letter relates solely to the fees, interest and charges applicable to the Services, pursuant to clause 4.2 of the Corporate Card Services Schedule.

1 Definitions

1.1 Capitalized terms used but not defined in this Pricing Letter are as defined in the Relationship Documents.

2 Card Options, Billing Cycles and Payment Period

- | | |
|--|--|
| <input type="checkbox"/> Corporate (Travel) Card | <input checked="" type="checkbox"/> One Card |
| <input type="checkbox"/> Purchasing Card | <input type="checkbox"/> Lodge Card |
| <input type="checkbox"/> Virtual Card | <input type="checkbox"/> VIP Card |

One Card

Days to Pay

25

3 Fees

The Following Fees Apply to All Card Products Selected Above. Disclosure Group: CMR2ST30 - 3% LF 1% FX

Annual Card Fee	Standard Cards: \$0 VIP Cards: \$300 (Limitations Apply)
Cash Advances	Transaction Fee: 3% of principal amount Minimum Fee: \$5.00 Maximum Fee: \$50.00
Foreign Transaction Fee*	1% of the Transaction Amount
Custom Programming Fee	HSBC will charge \$150 per hour for custom programming beyond 20 hours, over the term of the Agreement, including renewals
Late Payment Fee	3% of Balance Due
Returned Payment Fee	\$45
Card Rush Fee**	\$30

*Foreign Transaction Fees

- (a) If you effect a transaction in a currency other than USD, the card scheme will apply its currency conversion rate to the amount on the processing date (not necessarily the same as the transaction date). In addition, the Bank will add a foreign exchange fee as shown in the table above.
- (b) Alternatively, if a transaction is effected outside the US, but the cardholder elects to have the transaction processed in USD at the point of sale, the merchant will apply a currency conversion rate that may be different than the card scheme's rate, and which may include the merchant's own processing fee. In addition, the Bank will, in such instance, also charge the foreign exchange fee shown in the table above. In many cases, fees will be lower if the transaction is not converted to USD at the point of sale.

**Card Rush Fees

Fees do not apply to lost or stolen cards.

4 Renewal and Termination

The prices noted in this Pricing Letter shall remain in force for a period of 60 months from the date of this Letter ("**Contract Term**"); provided however, the Bank may upon written notice make pricing changes as a result of (a) a change in law or market conditions or (b) any change in the interchange fee paid by Mastercard to the Bank.