

Relationship Acceptance Form for Customers using the Oracle NetSuite Platform

Customer Name: _____

The customer whose legal entity name is set out above, shall be referred to as the "**Customer**" for purposes of the HSBC Terms.

This Relationship Acceptance Form refers to the Master Services Agreement for Customers using the Oracle NetSuite Platform and the other HSBC Terms between the Customer and HSBC Bank USA, N.A. (the "**Bank**").

Terms used in this Relationship Acceptance Form shall have the same meaning as in other relevant HSBC Terms.

By executing this Relationship Acceptance Form, the Customer acknowledges the receipt of and agrees to all of the terms and conditions contained within the HSBC Terms.

The Customer certifies that it has taken all necessary action to authorize the entry into and performance of the HSBC Terms and that the Customer representative(s) signing below have the necessary authority to enter into the applicable HSBC Terms on the Customer's behalf.

Signature on behalf of the Customer

Signature on behalf of the Customer

Printed Name

Printed Name

Title

Title

Document Number: RAF- HSBCNS 011624

Bank Use Only: Account # _____



Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

1 Introduction

The Bank and NetSuite have agreed that the Bank will provide eligible users of the NetSuite Platform certain Services through the NetSuite Platform. The Customer is a user of the NetSuite Platform and acknowledges that it has agreed to the NetSuite Terms. The Customer has requested Services to be provided by the Bank through the NetSuite Platform. Such Services shall be provided in accordance with the HSBC Terms.

The Customer acknowledges and agrees to the HSBC Terms and that they apply solely to the provision of Services by the Bank and that the NetSuite Terms govern the overall use of the NetSuite Platform including access thereto.

Capitalized terms used herein are defined in Clause 22 hereof.

2 HSBC Terms

2.1 The HSBC Terms and, as applicable, the NetSuite Terms, contain the whole agreement between the Parties and, as applicable, between the Customer and NetSuite, relating to the transactions contemplated by the HSBC Terms and each Party confirms that in agreeing the HSBC Terms 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 HSBC Terms. Each Party waives all rights and remedies which, but for this Clause 2.1, 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 2.1 limits or excludes any liability for fraud.

2.2 In the HSBC Terms, references to the singular include the plural and vice versa. Clause headings are included for convenience only and do not affect interpretation. 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.

3 Authority

3.1 The Customer has provided NetSuite with documentation setting out who is authorized to act on behalf of the Customer. The Customer agrees that the Bank may treat any user of NetSuite that uses the Services as an Authorized Person and any person authorized by the Customer pursuant to documentation provided to and deemed acceptable by the Bank as an Authorized Person.

3.2 Subject to any written restriction received and accepted by the Bank, the Customer confirms that each Authorized Person shall be authorized to perform all lawful acts solely and 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.

3.3 The Customer confirms that each Authorized Person is authorized to act as described in Clause 3.2 until the Bank has received notice from NetSuite in a manner that has been agreed to between the Bank and NetSuite that such person is no longer authorized to act on behalf of the Customer and the Bank has had a reasonable period to act on it.

4 Communications, Instructions and Security Procedures

4.1 The Parties will comply with the Security Procedures. The Customer shall follow the Security Procedures upon issuing

Instructions or Communications. The Bank shall follow the Security Procedures upon receipt of such Instructions or Communications to establish their validity.

4.2 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.

4.3 If the Bank doubts the legality, origination or authorization 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 or Authority.

4.4 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.

4.5 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.

4.6 Without prejudice and subject to the foregoing provisions of Clause 4, if the Bank acts on an Instruction which the Customer claims was unauthorized, the Bank shall only be responsible for acting on such Instruction if:

- (a) the Bank cannot demonstrate that it acted in accordance with the Security Procedures, or
- (b) the Bank demonstrates that it acted in accordance with the Security Procedures, but the Customer can demonstrate that the unauthorized 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.

5 Credits and Debits

5.1 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.

5.2 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 where the Account is subject to a right of a third party that

Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

has been enforced, such as a freezing order in favor of a creditor.

5.3 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.

5.4 If an Account is overdrawn without the Bank's approval, 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.

6 Statements

The Customer shall provide notification, 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 unauthorized 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.

7 Interest

If applicable, any interest will accrue or 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.

8 Security Interest

The Customer shall not grant any security interest over or transfer or assign its rights in connection with any Account.

9 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.

10 Representations, Warranties and Undertakings

10.1 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 HSBC Terms; and

(c) the execution and performance of the HSBC Terms by it will not violate its constitutional documents, organizational 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 HSBC Terms constitute legal, valid and binding obligations, enforceable against it.

10.2 Each Party furthermore warrants and undertakes to take all reasonable steps to ensure that its warranties and representations in Clause 10.1 shall remain valid and effective in all respects until such time as all HSBC Terms are terminated or expire in accordance with their terms.

10.3 A breach of Clause 10.1 or 10.2 shall constitute a material breach of the HSBC Terms. If a Party becomes aware that it is in breach of Clause 10.1 or 10.2 it shall notify the other Party as soon as reasonably practicable.

10.4 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) provide notification 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.

11 Confidentiality and Data Protection

11.1 The Parties agree that as between them, Confidential Information shall be kept confidential, except as disclosed in accordance with the Confidentiality and Regulatory Annex.

11.2 The Parties will process and transfer Customer Information in accordance with the Confidentiality and Regulatory Annex.

12 Performance and Liability

12.1 The Bank will perform its obligations under the HSBC Terms using such level of skill and care as would be considered commercially reasonable by reference to the standards and practices of the banking industry.

12.2 The Bank shall not 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.

Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

In addition, the Bank shall not be liable for the performance of NetSuite or the NetSuite Platform.

- 12.3 The Bank shall not be liable for any Loss caused by a 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.
- 12.4 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.
- 12.5 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 HSBC Terms.
- 12.6 Neither the Bank nor any member of the Group is obliged to perform any of the Services or any other obligation under the HSBC Terms, 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.

13 Fees and charges

- 13.1 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.
- 13.2 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 HSBC Terms, 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 HSBC Terms, 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.

14 Amendments and Assignment

- 14.1 The Bank may amend the HSBC Terms upon 30 days' prior notice to the Customer or such shorter time as required by Law.
- 14.2 The Customer may not assign its rights or transfer its obligations under the HSBC Terms without the written consent of the Bank.

15 Termination

- 15.1 Either Party can terminate any or all HSBC Terms 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 HSBC Terms document.
- 15.2 Subject to any applicable legal or regulatory restriction, either Party can terminate any or all HSBC Terms and/or, in the case of the Bank, withdraw any or all of the Services or close any Account immediately if:
- the other Party commits a material breach of the HSBC Terms which is incapable of remedy or not remedied within a reasonable time period;
 - 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;
 - it is or may become unlawful for that Party to perform its obligations under any of the HSBC Terms 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;
 - 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; or
 - access to the NetSuite Platform is terminated by NetSuite.
- 15.3 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 HSBC Terms which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of the HSBC Terms including, without limitation Clauses 1, 2, 4.5, 11, 12, 15.1, 15.3, 16-22 inclusive, and the Confidentiality and Regulatory Annex.

Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

16 Waiver

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

17 Severability

Each provision of the HSBC Terms 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.

18 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 HSBC Terms shall be disappplied to the fullest extent permitted.

19 Notices

Notices in writing from the Bank shall be effective if delivered through the NetSuite Platform. 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 HSBC Terms, including an address for notices to be sent electronically.

20 Governing Law and Jurisdiction

20.1 The HSBC Terms and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of the State of New York and the United States, including Articles 3, 4, and 4A of the NY Uniform Commercial Code, without giving effect to the principles of conflict of laws thereof. clearing house rules, including National Automated Clearing House Association ("NACHA") Operating Rules, Electronic Payments Network ("EPN") Operating Rules and RTP Operating Rules, and general commercial banking practices.

Unless otherwise mutually agreed by the Parties, they submit to the non-exclusive jurisdiction of the courts of the State of New York, New York County, New York or the United States District Court for the Southern District of New York. The foregoing shall preclude the jurisdiction and application of any other forum and law.

20.2 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 HSBC Terms or the 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.

20.3 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.

20.4 The parties agree to waive any right they may have to a (i) class action; or (ii) jury trial in any action for claims that may arise from or relate to the Services.

21 Counterparts

The HSBC Terms 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.

22 Definitions

Account means any account which is to be opened or which has been opened by the Customer with the Bank under the HSBC Terms.

Annex means an annex to a Services Schedule or the HSBC 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.

Authorized Person means any person identified to the Bank and authorized to act on behalf of the Customer in accordance with Clause 3.

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 HSBC Bank USA, N.A.

Clause, whenever used in a particular HSBC Terms document and not defined or identified otherwise therein, means a clause of that 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

Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

established by them pursuant to the HSBC Terms, including without limitation, the business, operations, Personal Data or customers of the disclosing Party or members of its group and the provisions of the HSBC Terms.

Confidentiality and Regulatory Annex means the Annex to the HSBC 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 particular HSBC Terms 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 HSBC Terms, 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.

Group means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.

HSBC Terms means this Master Services Agreement and Supporting Documents, as same may be amended from time to time.

Infrastructure Provider means any third party providing shared market infrastructure necessary for a Party to perform its obligations under the HSBC Terms 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 Authorized 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.

NetSuite means the provider of the NetSuite Platform.

NetSuite Platform means the channel used between Customer and Bank to provide instructions and notices to each other.

NetSuite Terms means the terms entered into between the Customer and NetSuite, as same may be amended from time to time,

Party means the Customer or the Bank, and Parties means the Customer and the Bank.

Master Services Agreement (MSA) for Customers using the Oracle NetSuite Platform

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.

Security Procedures means security measures or protocols governing the Customer's access to the NetSuite Platform and used to verify the origination of Instructions or Communications between them.

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 HSBC Terms and requested in an Application Form.

Services Schedule means a schedule to the HSBC Terms or a separate agreement between the Parties that expressly incorporates the HSBC 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, including Country Conditions, Appendices, Annexes and Service Schedules.

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.

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 HSBC Terms;
- (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 other 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 HSBC Terms;
- (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 or received from NetSuite. 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 authorized 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;
- (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.

In addition to the above, the Customer agrees that the Bank may transfer and disclose any Customer Information to NetSuite and any of its subcontractors or agents for use in the provision of the Services and the maintenance of NetSuite's overall relationship with the Customer.

Protection of Customer Information

2.3 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 HSBC Terms. 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**"). The Customer shall provide notification, 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 unauthorized 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.
- 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.

US Country Conditions

The following terms and conditions (“**US Country Conditions**”) amend and supplement the Master Services Agreement (“**MSA**”) and apply to the provision of Services to the Customer through the NetSuite Platform in the United States. All capitalized terms used and not defined herein shall have the meanings ascribed thereto in the MSA.

1 Services; Funding of Account; Funds Transfers

1.1 Services

The Customer will be able to use the Account in connection with the following Services (as applicable to Customer, subject to and based on credit approval) through the NetSuite Platform to send and receive funds from and to the Account via Automated Clearing House (“**ACH**” and such Service, the “**ACH Service**”); Virtual Cards; and Check Outsourcing. The Customer may also be able to receive funds into the Account via the RTP® System or by wire. Services outside of the NetSuite Platform, such as branch services, and deposits of checks and cash, are unauthorized and the Bank is not liable for such transactions.

1.2 Auto-funding, Auto-payment and Linked Payment

When the Customer uses the Services through the NetSuite Platform to send funds to or from its Account, the Bank may initiate an ACH debit entry as follows:

- (a) from a bank account held by the Customer and linked to the NetSuite Platform (“**Linked Account**”) when the Customer issues an Instruction to make a payment to an account other than a Linked Account (“**Auto-funding**”).
- (b) from a Linked Account each month to pay the Bank fees due in association with the Services (“**Auto-payment**”).
- (c) from a Linked Account to fund the Account if the Customer issues an Instruction to this effect.
- (d) from the Account to fund a Linked Account if the Customer issues an Instruction to this effect.

The Customer acknowledges and authorizes each Auto-funding, Auto-payment and transaction in (c) and (d) above (“**Linked Payment Transactions**”) and agrees that the Bank is not responsible or liable for any Auto-funding, Auto-payment or Linked Payment Transaction, including any late, overdraft or other fees arising in connection therewith.

The Customer is solely responsible to assure there are sufficient funds in the Account to cover any payments. The Customer further represents, warrants and covenants to the Bank with respect to each Auto-funding, Auto-payment and Linked Payment Transaction that: (i) the applicable Linked Account is open, in good standing and capable of receiving ACH debit and credit entries; (ii) the applicable Linked Account has and will maintain sufficient funds to satisfy an Auto-funding or Auto-payment; and (iii) the ACH debit entry for each Auto-funding, Auto-payment, or Linked Payment Transaction will finally settle and will not be returned or reversed for any reason. A return or reversal of an ACH debit entry to the Linked Account is a breach by the Customer.

1.3 Funds Transfers via ACH

The Customer must provide each 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 by the Bank, unless a future value date is stated in the Instruction; provided, that such value date will be no later than one (1) Business Day after the date of receipt of the Instruction by the Bank. Instructions received for value on a non-Business Day will be processed on the next available Business Day.

The Customer represents, warrants and covenants that each Instruction it submits and 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 Customer further agrees not to use the Services 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. If such impermissible bill payments are attempted, the Bank and/or its agents will not be responsible therefor.

The Bank is not obligated to notify the Customer each time the Customer is the recipient or beneficiary of an ACH transfer. The posting of payments to the Account will be reflected in the Customer’s periodic account statements.

2 Services; Funding of Account; Funds Transfers

2.1 ACH Credits and Debits

The Customer represents, warrants and covenants to the Bank that each ACH entry that the Bank initiates pursuant to an Instruction or otherwise in accordance with the MSA has been properly authorized in accordance with the NACHA Operating Rules and other guidelines, policies, and issuances of NACHA (collectively, the “**NACHA Rules**”) and “**EPN** Operating Rules and other guidelines, policies, and issuances of the EPN (collectively, “**EPN Rules**”), and that the authorization is operative through the scheduled date of transmittal of the entry by the Bank and (if applicable) the subsequent settlement of such entry.

Any credit that the Bank makes to the Account in connection with an ACH entry (including an ACH debit entry to an account at another financial institution, such as a Linked Account) will be provisional until the Bank receives final settlement for such entry through the Federal Reserve Bank. If the Bank does not receive such final settlement, or if the entry is reversed by the financial institution that holds the account to which the ACH credit entry relates (or by another party), the Customer is hereby notified and agrees that the Bank is entitled to a refund of the amount credited to the Customer in connection with such entry.

2.2 Domestic Transactions

The Customer acknowledges and agrees that it will not order or initiate any transfers via the ACH Service where it reasonably anticipates that the recipient will transfer such receipts offshore.

2.3 Daily Transaction Limit

US Country Conditions

The Customer authorizes the Bank to obtain a credit report on the Customer and verify other financial information with third parties to establish value limits applicable to the Customer in connection with the ACH Service ("**Daily Transaction Limit**"). The total dollar amount of any one Business Day of ACH entries will not exceed the Daily Transaction Limit. If ACH entries exceed the Daily Transaction Limit, the Customer agrees that all ACH transactions submitted for that day may not be processed. If a "do not process" decision is made by the Bank, the Customer will be notified through the NetSuite Platform and may be responsible for re-transmitting the Instructions for the ACH entries subject to the "do not process" decision.

2.4 **NACHA Rules Compliance and Violations**

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

2.5 **Return Items**

The Bank will debit or credit the Account for ACH direct debits and ACH payments that are returned to the Bank, which will be reflected in the NetSuite Platform and Customer's periodic statement, and the Bank will have no liability to the Customer for failure to provide notice otherwise.

2.6 **Rejection of ACH Payments**

At its sole discretion, the Bank may reject ACH payments valued in excess of the available funds in the Account or the established Daily Transaction Limit. The Customer will be notified via the NetSuite Platform of rejected payments on the received date but not later than the value date. The Bank will have no liability to the Customer for any ACH transfer rejection or the fact that notice thereof was not provided to the Customer at an earlier time than stated herein.

2.7 **Cancellation or Amendments of ACH Entries**

The Customer has no right to cancel or amend any Instruction after it is submitted through the NetSuite Platform. The Bank will use reasonable efforts to act on the Customer's request to cancel an ACH entry received prior to the processing of such ACH entries. The Bank, however, will have no liability if a Customer's request to cancel or amend an ACH entry is not effected by the Bank for any reason whatsoever.

3 **Receiving RTP Payments**

"**RTP System**," "**Sender**," "**RTP Payment**," and "**Request for Return of Funds**" are used in this Clause 3 as defined in the RTP Operating Rules

3.2 RTP Payments are final and irrevocable and cannot be reversed by the Sender. However, a Sender may make a Request for Return of Funds. The Customer is not obligated to comply with a Request for Return of Funds. If the Bank receives a Request for Return of Funds, the Bank will attempt to contact the Customer, but will have no liability for failing to do so.

3.3 Any dispute between the Customer and the Sender of an RTP Payment 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.

US Account Disclosures

The following disclosures (“**US Account Disclosures**”) supplement the Master Services Agreement (“**MSA**”) and apply to the provision of Services through the NetSuite Platform in the United States. All capitalized terms used and not defined herein shall have the meanings ascribed thereto in the US Country Conditions.

1 Federal Deposit Insurance Corporation (“**FDIC**”) Insurance

- 1.1 All funds in the Account are insured by the FDIC up to the standard maximum deposit insurance amount for each deposit insurance ownership category.

2 Deposits; Funds Availability

- 2.1 Deposits into the Account can be made via Automated Clearing House (“**ACH**”), wire transfers and RTP Payments
- 2.2 The day of availability of funds is counted in Business Days from the day of the Customer’s deposit of such funds with the Bank.
- 2.3 Until funds are available in the Account, the Bank may choose not to use the funds to pay checks the Customer has written or other withdrawals or transfers the Customer has authorized.
- 2.4 Same Day Availability: RTP Payments are available on the same Calendar Day the Bank receives the deposit. Every day is a Calendar Day. For deposits that are eligible for same Calendar Day availability, if the Bank receives a deposit after 12 a.m. (Midnight) Eastern Time, the deposit will be considered received the next Calendar Day. Incoming wire transfers and electronic direct deposits are made available on the same Business Day the Bank receives the deposit or the final credit for the deposit.

The Bank’s funds availability policy does not affect the Customer’s obligation to repay the Bank for funds that the Customer deposits which are returned unpaid.

3 Account

- 3.1 The Account is maintained on the Bank’s demand deposit account system and consists of two (2) sub-accounts on the Bank’s books: a checking sub-account and a savings sub-account. These sub-accounts will be treated as a single Account for the Customer’s use and the Customer’s bank statement, Account balance, fees, and features. All deposits and other credits will be posted to, and checks and debits deducted from, the checking sub-account. If the checking sub-account exceeds a threshold amount (which the Bank may establish and change at its discretion), the Bank may transfer excess funds to the savings sub-account. As such funds are needed to pay items presented against the Customer’s checking sub-account, the Bank will transfer the equivalent amount back to the checking sub-account up to six (6) times per statement period. If a sixth (6th) transfer is needed, the balance of the savings sub-account will be transferred to the checking sub-account. This process may be repeated each month.
- 3.2 The Bank has no duty to visually inspect signatures on checks. The Bank may, at its discretion, return unpaid checks or drafts where the signature does not correspond to the signature of record, unless the Customer notifies the Bank in advance in written form acceptable to the Bank at its sole discretion that it authorizes such checks or drafts to be paid. The Bank may construe the meaning as “or” of any symbol,

mark or word (other than the word “and”) used as a connective, or may imply that the word “or” was meant to be inserted in the absence of any connective, on the payee line of any check containing multiple payees. In addition, the Bank may debit the Account based on a single signature regardless of the transaction amount, and any multiple-signature requirements or signing limits, or restrictions that the Customer may have shared with the Bank are for the Customer’s internal use only, notwithstanding any communication or instruction to the Bank to the contrary.

- 3.3 The Account may be debited the day an item is presented or at such earlier time as the Bank receives notification that an item drawn on the Account has been deposited at another financial institution. A withdrawal is deemed to be made when recorded on the books of the Bank, which is not necessarily the date that the Customer initiates the transaction. The Bank reserves the right to pay each item into overdraft, to impose overdraft fees as permitted by Law, and to apply any later deposits to those overdrafts or overdraft fees, by way of setoff. An “item” includes Instructions, service charges, and any other instruments for the payment, transfer or withdrawal of funds, including an image or photocopy of same, and any resubmission thereof due to insufficient or unavailable funds. A determination of the Account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentation or notice and the time of return of the item, and no more than one such determination need be made.
- 3.4 The Bank posts transactions to the Account throughout the day in the order that it receives them. At the end of each Business Day, the Bank completes the following to determine the Customer’s end of day bank/ledger balance:
1. Start with the bank/ledger balance in the Account;
 2. Add deposits and credits to the Account;
 3. Subtract fees resulting from prior day activities, which were not charged on the current day;
 4. Subtract outgoing ACH transfers;
 5. Subtract from available balance, transaction amounts that are authorized based on the Customer’s available balance at the time it performed the transaction in lowest to highest dollar amount;
 6. Subtract all other items in order of lowest to highest dollar amount; and
 7. Subtract fees resulting from current day activities.

After completing the steps above to determine the Customer’s end of day bank/ledger balance, the Bank subtracts the amount of any deposit not currently available and subtracts holds from the end of day bank/ledger balance to determine the Customer’s available balance, and whether or not any relevant charges are assessed.

- 3.5 An overdraft occurs when the Customer does not have enough money (available balance) in the Account to cover a transaction, but the Bank pays it anyway. The Customer’s available balance is the amount of funds the Customer has available in the Account to spend without overdrawing the Account. It includes all cleared and pending transactions. The Customer should keep in mind that any non-authorized transactions the Customer initiated but which have not yet

US Account Disclosures

been presented to the Bank for payment need to be subtracted from the Customer's available balance for the Customer to know the exact amount of money the Customer has to spend or withdraw. Balances may change frequently throughout a Business Day.

- 3.6 The Bank may cover the Customer's overdrafts through the Bank's standard overdraft practices. Through such practices, the Bank may at its discretion authorize and pay overdrafts for checks and overdrafts for preauthorized automatic bill payments. The Bank pays overdrafts at its discretion, which means the Bank does not guarantee that it will always authorize and pay any type of transaction for any type of account. Any resulting negative balance regardless of cause must be repaid promptly. If the Bank does not authorize and pay an overdraft, the Customer's transaction will be declined.

The Customer's account may be debited on the day an item is presented, or at such earlier time as notification is received by the Bank by electronic or other means, that an item drawn on the Customer's account has been deposited for collection in another financial institution. The Customer understands that the Bank reserves the right to pay items into overdraft, to impose overdraft fees as permitted by law, and to apply any later deposits to those overdrafts or overdraft fees, by way of setoff. An "item" includes checks, substitute checks, remotely created checks, service charges, electronic items or transactions, pre-authorized payments or transfers, ACH transactions, facsimile or telephone initiated transfers, online banking transfers or bill payment instructions, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. A determination of the Customer's account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

- 3.7 The Customer waives any claim against the Bank based on representations made by the Bank, either orally or in writing to the Customer, or its authorized persons, or to any other party, regarding balance information. The available balance does not include the amount of deposits not currently available.
- 3.8 The Customer may request the Bank to stop payment on a check drawn on the Account, via the NetSuite Platform. The Bank needs a reasonable amount of time to apply the stop payment request and to verify that the check has not already been paid. The Customer's stop payment request takes effect when confirmed by HSBC. Stop payment requests will be valid for six (6) months, unless renewed in writing. Special procedures apply to a cancellation of a funds transfer.
- 3.9 The Bank may certify or pay a check before the date written on it and charge the Account without being liable. The Bank may also refuse to certify or pay a post-dated check. The Bank may dishonor and return unpaid other items drawn, accepted or made by the Customer as a consequence of the Bank having certified or paid a post-dated item.
- 3.10 The Bank is not required to pay an uncertified check six (6) months after the date written on it. The Bank will not be liable in the event the Bank does pay such check.
- 3.11 The Bank may replace original checks with "substitute checks". Such checks constitute a slightly-reduced image of the front and back of the original and will state: "This is a legal copy of the Customer's check." The Customer can

use such checks in the same way it would use original checks. The Customer may use a substitute check as proof of payment. Some or all checks the Customer receives back from the Bank may be substitute checks.

- 3.12 The Bank will not return physical checks to the Customer following processing. If the Customer needs a copy of a cancelled check or other item, the Customer may call Customer Service and request this.
- 3.13 The Bank may ask the Customer for seven (7) days' advance notice of a withdrawal from an Account. If the Bank does so, it will not be liable for dishonoring the Customer's checks during the seven (7)-day notice period.
- 3.14 The Bank will hold copies of the cancelled items in accordance with the applicable terms of service. If needed, the Bank will mail a copy of a cancelled check to the Customer. A reconstruction fee may apply if a total reconstruction (copies of all checks and/or statements) is requested by the Customer for one (1) or more statements.

4 Charges

- 4.1 The Bank charges back to the Account any item that is returned for any reason.
- 4.2 The Bank will be sharing with NetSuite, revenue earned from the Services offered by the Bank through the NetSuite Platform. The Customer acknowledges that the financial arrangements may affect the pricing of such Services.

5 Other Terms

The Bank follows special procedures when an Account is inactive. An Account is inactive when there is no Customer-initiated activity and the Bank receives nothing in writing that indicates that the Customer knows the Account exists for at least one (1) year. An Account is dormant if it remains inactive for one (1) year. The Bank may attempt to contact the Customer to reactivate an Account before it becomes dormant, and prohibit access to dormant Accounts until contacted at a branch, by phone or in writing. If an Account remains inactive for the period prescribed under Law, it may be deemed abandoned. The Bank may cease to pay interest (if any) on the Account, close the Account, and/or remit abandoned funds to the appropriate state authority. Escheatment requirements vary according to state Law and are determined by the state of the Customer's last known address of record with the Bank. The Bank is required to comply with such Law. If the Customer's last known address of record with the Bank is outside of the US, Virginia Law will govern. Consecutive inactivity periods for determining actual requirements to turn funds over to a state vary depending on the abandoned property Laws of individual states and by Account type. The Bank encourages the Customer to make sure its Accounts remain active so it has full use of its Accounts and avoids the potential of having its funds transferred to the state as unclaimed property. At any time after the funds in the abandoned Account have been turned over to the appropriate state, the Customer (or other person entitled to the funds) may reclaim this money from the state abandoned property administrator.

6 Important Account Opening Information

- 6.1 To support the US Government in the fight against the funding of terrorism and money laundering activities, US Law requires all financial institutions to obtain, verify, and

US Account Disclosures

record information that identifies each person who opens an Account. When the Customer opens an Account, the Bank may ask for the Customer's beneficial owner(s) and its representatives' names, addresses, dates of birth and other information to verify the Customer's and its beneficial owner(s)' identities. The Bank may also ask for documentation confirming the Customer's existence as a legal entity and its applicable tax forms. If the Account is opened and the IRS subsequently notifies the Bank to withhold tax, or if the Customer's tax form expires or becomes invalid due to a change in the Customer's tax status and is not replaced with a valid tax form or if withholding is otherwise required, the Bank will be required to withhold a portion of the amount of interest or other income or proceeds paid into the Account whenever such amount is credited to that Account.

The Bank complies with recording and record keeping requirements under The Bank Secrecy Act and may monitor the Account on a periodic basis for compliance. The Bank reserves the right to close any Account that attempts to avoid these requirements, as determined by the Bank.

The Bank is required to disclose certain transactions. The Bank may request information from the Customer and disclose information about its Account when the Bank believes it necessary or appropriate. The Bank may put a hold on the Account or refuse any transaction until the Customer provides sufficient information including, but not limited to, transactions designed to evade US Government reporting requirements, including splitting transactions into smaller amounts. These may be subject to criminal penalties, including imprisonment, fines, or both. Cash withdrawals, cash deposits, currency exchanges and other cash payments or transfers exceeding \$10,000 require the Bank to complete a Currency Transaction Report.

- 6.2 Unlawful Internet Gambling Enforcement Act 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting payment in connection with the participation of another person in unlawful Internet gambling. The Customer acknowledges that it is prohibited from processing such a transaction through its Accounts or relationship with the Bank.
- 6.3 Federal Trade Commission Telemarketing Sales Rule (16 CFR Part 310) ("**TSR**") protects consumers from deceptive and/or abusive telemarketing practices. The Customer represents and warrants that the Customer will not engage in any such practice to the extent such Customer is subject to the TSR.
- 6.4 Neither the Bank nor any other member of the Group will be liable to the Customer or any third party for any Loss incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of any Services or otherwise as a result of a Compliance Activity as defined in the MSA.

Virtual Cards Services Schedule

1 HSBC Terms

- 1.1 This Services Schedule applies to those Customers approved by the Bank for Virtual Cards, 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 Virtual Cards Services.
- 1.3 Capitalized terms used but not defined in this Services Schedule are as defined in the Master Services Agreement.

2 Card issue and renewal

- 2.1 The Bank will issue Virtual Cards via the NetSuite Platform, in an amount and payable as requested by the Program Administrator. Such Virtual Cards will be available for a limited time, and can only be used to pay a specific supplier, pursuant to a specific invoice.
- 2.2 The Customer shall:
 - 2.2.1 ensure that a Card is used solely for the purposes of the Customer's business; and
 - 2.2.2 be bound by, and agrees to ensure acceptance and compliance by any Program Administrator with, any relevant Conditions of Use.
- 2.3 The Bank shall be under no responsibility to the Customer to:
 - 2.3.1 ensure that any Program Administrator and members of the Customer's group comply with the HSBC Terms, any relevant Conditions of Use or any variation of or supplement to them;
 - 2.3.2 take any legal action or proceedings against any Program Administrator;
 - 2.3.3 ensure that a Virtual Card is used for the purposes of the Customer's business; or
 - 2.3.4 review, monitor or investigate the use of a Virtual Card.

3 Credit limits and initiation of transactions

- 3.1 The Bank will open a Virtual Card Account for use under the HSBC Terms. The aggregate financial limit of the Virtual Card Account shall not exceed the Customer Limit.
- 3.2 The Bank may make changes to the Customer Limit 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, 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.
- 3.3 If any Customer 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 authorized to deduct from the Customer Limit the value of all transactions initiated by use of a Virtual Card whether or not properly authorized by the Program Administrator or the Customer in accordance with the HSBC Terms and any other procedures instructed by the Bank, including (without limitation) all transactions for which a supplier do not require express authorization from the Bank and any transactions which may exceed the Customer Limit.

3.5 When asked to authorize a transaction, the Bank will take into account any other transactions already initiated on the relevant RCN, whether that transaction has been completed or not. This may lead to the transaction being declined. The Bank may refuse to authorize a Virtual Card if it considers that the Virtual Card has been or is likely to be misused. As part of the Bank's decision-making process and in an effort to minimize the misuse of Virtual Cards, it may refer an authorization request back to the supplier for further information. This may result in the Customer initiating the transaction 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 Virtual Card or transacted on a Virtual Card cannot be stopped upon request. If a supplier agrees to make a refund, the Bank will credit the relevant RCN only upon receipt of a written instruction in a form acceptable to the Bank from the supplier. The Bank cannot be held responsible for any delay in the receipt of such instructions.

4 Statements and Payment

- 4.1 The Customer will be provided with Statements by the Bank. The Customer must immediately use the NetSuite Platform or call customer service to notify the Bank 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 Statement balance; and
 - (b) all applicable fees and charges in accordance with the Pricing Letter in connection with the provision of the Virtual 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.

4.3 In relation to the Virtual 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.

4.4 The Bank, in its sole discretion, has the right to apply payments to the Virtual Card Account 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 RCN, whether or not that transaction has been made for the purposes of the Customer's business or with the authority of any Program Administrator or the Customer's authority, together with any charges or fees payable under the HSBC Terms. This will include (without limitation) any transactions made after the cancellation of a RCN, 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 authorized by the Customer or if the Card details become known to a third party or that unauthorized or fraudulent use is suspected, subject to Clause 5.3. The amount of any such transactions that may have been debited in these circumstances will be provisionally credited to the relevant RCN, including (without limitation) any related 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 recognized

Virtual Cards Services Schedule

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, if any Loss, theft, fraudulent or unauthorized use of a Card or the disclosure of the Card details is attributable to the fraud or negligence of any Program Administrator or of the Customer (or of any agent, representative, employee or officer (collectively, "Representative") of any Program Administrator 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 any Program Administrator or the Customer (or by any Representative from time to time) to observe any Conditions of Use.

5.4 In no event shall a Program Administrator be personally 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 HSBC Terms without any deduction, set-off or withholding and the Customer shall remain liable to make payments required under the HSBC Terms even if the Customer is in dispute with or has a claim against a supplier over a transaction made under the HSBC Terms.

5.6 The Bank shall have no liability if any supplier, refuses to or cannot accept a Card transaction for any reason or for the way in which such refusal is communicated.

6 Customer Consents

The Customer hereby provides the following consents:

6.1 By accessing the NetSuite Platform, the Customer agrees on its own behalf and on behalf of each of the Program Administrator(s) to be bound by all the terms and conditions contained in the NetSuite Platform.

6.2 The Customer shall be bound by all actions of the Program Administrator taken in respect of the Virtual Cards Services and ratifies and confirms hereby (and, at any time upon the Bank's request, shall ratify and confirm) all actions of the Program Administrator taken on its behalf;

6.3 the Bank is permitted to disclose any Customer Information relating to the Customer's Virtual Cards Services to the Program Administrator and to provide to the Program Administrator any Communication regarding the Virtual Cards Services, which will take effect as if provided directly to the Customer; and

6.4 the Bank is permitted to disclose the Customer Information including information relating to its Virtual 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 Program 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.

6.5 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 Program Administrator in relation to the Customer's Virtual Cards Services.

6.6 The Customer confirms that the appointment of the Program 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.

6.7 Other agreements and regulations in addition to the Virtual Card Services, the Cards, and the Accounts provided to the Customer are subject to any applicable payment card network operating rules and regulations; and

6.8 This Clause 6 shall survive termination of all or any part of the HSBC Terms.

7 Damages

In the event that the Bank takes legal action to enforce the Customer's obligations under the HSBC Terms, damages shall include reasonable attorneys' fees and court costs.

8 Entire Agreement

The HSBC Terms 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.

9 Governing law

The Customer agrees that the Virtual Cards Services shall be governed by the laws of the State of Virginia, without regard to conflict of laws rules.

10 Definitions

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 Program Administrator with the NetSuite Platform.

Virtual Cards Services means the virtual corporate cards services supplied to the Customer in accordance with this Services Schedule.

Customer Limit means the maximum allowable outstanding balance for the RCN, as notified by the Bank to the Customer in writing from time to time.

NetSuite Platform means any electronic communication channels made available to Customer for management of the Virtual Cards Services including but not limited to the issuance and management of Virtual Cards under the Virtual Cards Services.

Payment Date means the date specified in the Statement which payment of the balance is to be received by the Bank.

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.

Program Administrator means any administrator notified by the Customer to the Bank under the HSBC Terms, or by an existing administrator notified to the Bank in accordance with the HSBC Terms via the NetSuite Platform, in respect of the Virtual Cards Services.

Real Card number means the primary billing account used to process Virtual Card payments. The Real Card Number (RCN) is the actual account to which a Virtual Card charges.

Virtual Cards Services Schedule

Statement means the periodic statement issued by the Bank which sets out details of the Card balance and any interest, fees and charges.

Virtual Card means a charge card issued by the Bank in electronic form with a temporary card number that is used to make a payment for a specific invoice, that is valid for one use only and for a limited time.

Pricing Addendum for HSBC Virtual Cards offered through Oracle NetSuite AP Automation

1 Definitions

Except as otherwise expressly provided herein, capitalized terms shall have the same meanings as in the HSBC Terms. In addition, the following definitions apply to this Virtual Cards Pricing 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.

Net Purchase Volume means, for any Annual Period, (a) the sum of all Purchases set forth on the periodic billing statements issued for this Virtual Card Account 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.

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 the Net Purchase Volume for such Annual Period multiplied by one (1%) percent.

3 Rebate Eligibility and Payment

- (a) No Statement Credit shall be posted for any Annual Period if a breach has occurred under the HSBC Terms 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 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 termination, and the Statement Credit as of the date of termination exceeds \$10, then HSBC will mail 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 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 HSBC Terms (as may be extended from time to time in accordance with the terms thereof),
- (b) the termination of the HSBC Terms by either party

thereto for any reason, or

- (c) the termination of credit line access under the HSBC Terms 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.

6 Card Fees

- (a) **Late Fee:** A late fee of three (3%) percent will be assessed on any amounts outstanding on the relevant payment date as set forth on your periodic statement.
- (b) **Foreign Transaction Fees:** 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 of one (1%) percent.

7 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 HSBC Terms.

HSBC Terms and Charges for Customers using the Oracle NetSuite Platform

This is a non-interest bearing business checking account. There is no minimum balance required. Statements are available monthly.

HSBC Online Checking Account

Check Services

Checks Paid	\$0.25 each
Checks Print & Mail	\$1.69 each
Stop Payment Order	\$22 each

Automated Clearing House

ACH Transaction*	\$0.49 each
ACH Returns	\$5.50 each

*First 10 ACH funding debits per month will be waived

Statements

Duplicate Statement	\$15 each
Photocopy Request	\$10 item

Transactions

Funds Transfer-In:	\$15.00 each
Funds Transfer-In - Repair:	\$20.00 each
RTP Payment –Receive:	\$0.49 each

The Bank may amend the service fees and include charges for additional services provided or expenses incurred on the Customer's behalf.

This document is part of the HSBC Terms. To the extent of any inconsistency between this disclosure document and the HSBC Terms, this document's terms govern.