Part VIII: Corpay Account Terms and Conditions

Client enters into this Business Account Application and Agreement ("**Agreement**") with Corpay, as of the date this document is executed by Client.

1.   DEFINITIONS

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following terms shall have the following meanings:

1.1.   "**Balance Due**" means the amount of funds sold to Corpay by Client less any Initial Margin already paid.

1.2.   "**Balance Due Date**" means the date on which payment of the Balance Due must be received by Corpay. The Balance Due Date must be a Business Day.

1.3.   "**Beneficiary**" means any payee so designated by Client.

1.4.   "**Business Day**" means a day on which commercial banks are open for ordinary banking business in both the jurisdiction in which an Order is initiated and the one in which such an Order is executed.

1.5.   "**Buyer**" means the Party so designated in an Option Contract.

1.6.   "**Client**" means the party entering into this Agreement with Corpay.

1.7.   "**Confirmation**" means the communication sent by Corpay to Client setting out material details of an Order.

1.8.   "**Corpay**" means Cambridge Mercantile Corp. (U.S.A.) and any of its applicable parents, subsidiaries or corporate affiliates.

1.9.   "**Corpay Local Time**" means the US Eastern Time zone as observed in New York City.

1.10.   "**Delivery Date**" means the date on which funds are available for disposition upon receipt of Client's Beneficiary payment instructions, provided Client has fully paid for the purchased funds and complied with this Agreement. The Delivery Date must be a Business Day.

1.11.   "**Delivery Instructions**" means all information required by Corpay to be provided by Client to Corpay whereby Corpay is directed to deliver Client's funds to a Beneficiary, including without limitation information required to be collected by applicable law.

1.12.   "**Delivery Window**" means the period of time prior to Value Date during which Client may settle, either partially or fully, a Window Forward Contract.

1.13.   "**Derivative Contract**" means each Forward Contract and each Option Contract.

1.14.   "**Early Variation Event**" means if Client:

1.14.1.   Fails to deliver to Corpay Payment, Settlement, Initial Margin or Variation Margin or, communicates to Corpay an intent not to provide to Corpay the foregoing in relation to any Order;

1.14.2.   Disputes the validity or existence of an Order;

1.14.3.   Defaults, or communicates its intent to default, on any of its obligations described in this Agreement including any of the representations or warranties set out in this Agreement or elsewhere;

1.14.4.   Is or is reasonably likely in Corpay's opinion to become Insolvent;

1.14.5.   Ceases or threatens to cease to carry on business or sells all, or substantially all of the assets of the business;

1.14.6.   Receives notice of, or becomes subject to a regulatory or enforcement action or investigation which, in the reasonable judgment of Corpay, will materially impair the terms of this Agreement, the expected economic value of this Agreement, or the business reputation of Corpay;

1.14.7.   Breaches this Agreement or any terms of an Order;

1.14.8.   Places an Order reasonably deemed by Corpay, to represent a regulatory, compliance or business risk; or

1.14.9.   Is, or is suspected of, regulatory noncompliance or breach of any laws or regulations.

1.14.10.   Corpay, acting reasonably, determines that Client is likely to soon breach at least some of Client's contractual obligations to Corpay. Examples:

1.14.10.1.   Client unilaterally cancels an established authorization for Corpay to debit Client's Settlement bank account when there are still one or more Derivative Contracts outstanding between Client and Corpay.

1.14.10.2.   If Client's Facility with Corpay is subject to Client potentially being required to post Variation Margin(s), then if Client's position at any time becomes out-the-money by at least 1.5 times the point at which Client's duty to post is triggered.

1.14.10.3.   One or more of Client's Settlement bank accounts is/are frozen.

1.14.10.4.   Client's business (or similar) license(s) and/or regulatory approval(s) important for Client's operation is/are suspended or terminated.

1.15.   "**Facility**" means any trading limit, settlement limit, Foreign Currency exposure limit, or credit facility that Corpay has expressly granted to Client. If Client is eligible, Corpay may choose to issue Client a separate letter detailing Facility terms.

1.16.   "**Foreign Currency**" means any fiat currency other than the currency issued or recognized as legal tender by the country of Client's principal place of business.

1.17.   "**Forward Contract**" means either a Window Forward Contract or Outright Forward Contract.

1.18.   "**Funding Balance**" means Client funds held by Corpay for Client pending receipt of an instruction from Client, including Beneficiary details.

1.19.   "**In The Money**" or "**ITM**" means that the prevailing market exchange rate for the currency pair in an Option Contract is less favorable than the strike price for that Option Contact.

1.20.   "**Initial Margin**" means an amount required by Corpay, either in the form of funds held by Corpay for a Client, or in the form of a Payment by Client, to be applied in partial payment of an Order.

1.21.   "**Insolvent**" means that an entity is insolvent or otherwise unable to pay its debts as they become due, or is subject to any proceeding, whether voluntary or involuntary, for bankruptcy, liquidation, administration or relief from creditors.

1.22.   "**Legal Entity Identifier**" or "**LEI**" means a unique 20-character alphanumeric code issued by the Global Legal Entity Identifier System administered by the Global Legal Entity Identifier Foundation.

1.23.   "**Loss**" or "**Losses**" means direct and consequential financial losses, damages, costs, judgments, penalties, fines, expenses, legal and accounting fees and expenses, costs of investigation, settlements, court costs and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits.

1.24.   "**Margin Call**" means any notice of demand issued by Corpay to Client that either Initial Margin or Variation Margin is due and payable.

1.25.   "**Margin Threshold**" is the negative mark-to-market exposure which Corpay will accept before requiring via Margin Call that Client promptly provide Corpay with Variation Margin to secure Client's obligations under an Order or series of Orders.

1.26.   "**Online System**" means any secure Internet or cloud-based electronic system, which allows users to access Corpay Services through an interface or protocol or application program interface, including any proprietary Corpay application program interface product and service related to such proprietary application program interface.

1.27.   "**Online System Access Method**" means a unique user identification and unique password for each User required to access the Online System.

1.28.   "**Option Contract**" means a legally binding agreement wherein, upon the purchase of such contract, Client agrees, whether in consideration of payment to Corpay of a Premium or otherwise, that, on a specific date or range of dates in the future, Client has the right but not the obligation to purchase a specific amount of funds in one currency from Corpay and to sell a specific amount of funds in another currency to Corpay; or sell a specific amount of funds in one currency to Corpay and purchase a specific amount of funds in another currency from Corpay, subject to any other terms documented in the Confirmation.

1.29.   "**Order**" (= "**Deal")** means a request by Client to Corpay to provide Services, including any request for Services made by mail, electronic mail, facsimile, telephone, Online System or other means.

1.30.   "**OTM**" (stands for Out-The-Money): this is whenever market movement causes Client's position's net mark-to-market value to fall below zero. This makes Client's Corpay account OTM.

1.31.   "**Outright Forward Contract**" a binding agreement in which Client agrees to purchase from or sell to Corpay a specific amount of funds in one currency and to settle, on an agreed future date, in a specific amount of funds in another currency.

1.32.   "**Party**" or "**Parties**" mean individually or collectively, Client and Corpay.

1.33.   "**Payment**" means good, cleared funds received by Corpay from, or on behalf of, Client.

1.34.   "**Payment Acceptance Limit**" means the amount of currency that Corpay will remit to Client's Beneficiaries before receipt by Corpay of cleared value from Client. Please note that when an order exceeds the Payment Acceptance Limit and Client settles with Corpay via a method other than wire, all payments or line items within the order will be held by Corpay until the transaction clears – typically between three and five Business Days after funds have left Client's bank account. As such, Corpay suggests that Client should group payments appropriately to ensure that high-priority items are remitted first. If Client has a high priority payment which is under Client's Payment Acceptance Limit, Client should ensure that it is not grouped with any other payments which would put the total order over Client's Payment Acceptance Limit.

1.35.   "**Permitted Counterparty**" means a client who, in Corpay's sole discretion, has met the requirements for entering into an Option Contract with Corpay, which requirements may be changed, from time to time, by Corpay in its sole discretion.

1.36.   "**Prepaid Card**" refers to a physical or virtual card which notionally stores Client funds representing a claim against the third party issuing financial institution for use as a means of redemption for bank notes or payment for goods or services sold or provided by merchant members of the card network.

1.37.   "**Premium**" means the amount that is payable by the Buyer to the Seller on the Premium Payment Date for an Option Contract.

1.38.   "**Premium Payment Date**" means the date that is one (1) clear Business Day after the date that an Option Contract is entered into.

1.39.   "**Reporting Requirements**" means any applicable laws, rules, regulations, instruments, orders or directives and any requirements of a regulatory or supervisory organization that mandate reporting and/or retention of transaction and similar information.

1.40.   "**Seller**" means the Party so designated in an Option Contract.

1.41.   "**Services**" means Corpay's provision of various foreign exchange (including spot contracts and/or Derivative Contracts), settlement and delivery products and services, including without limitation, an electronic transaction platform; risk management and hedging services, and prepaid card products and services.

1.42.   "**Settlement**" means the total amount, including the cost of currency acquisition and any fees and charges, Client owes to Corpay, less any Initial Margin held by Corpay.

1.43.   "**Settlement Instructions**" means instructions given by Client to Corpay whereby Client indicates the means by which it will pay to Corpay the Settlement for an Order.

1.44.   "**User**" (also called "Authorized User"; also called "Authorized Representative") means an individual authorized by Client to access the Services and place and/or enter into Orders on behalf of Client in accordance with this Agreement.

1.45.   "**Value Date**" means the date on which an Order becomes due for delivery and Settlement.

1.46.   "**Variation Margin**" means cash funds required when the net marked to market value of all open Orders exceeds 10% or an alternative percentage or fixed amount as Corpay may advise, of the notional value of all open Orders.

1.47.   "**Window Forward Contract**" means a binding agreement in which Client agrees to purchase from or sell to Corpay a specific amount of funds in one currency and to settle, on any date during the Delivery Window, in a specific amount of funds in another currency.

2. CONDUCTING BUSINESS WITH CORPAY

2.1. Agreement. This Agreement shall apply to any and all Orders. The specific transactional details of each Order will be agreed upon and will be as set out in a Confirmation. For the avoidance of doubt, each Order for which Corpay issues a Confirmation will constitute an independent contract, governed by the terms of this Agreement.

2.2. Provision of Services. Where any of the Services involve the conversion of amounts from one currency into another currency and the remittance of funds to the designated Beneficiary, Corpay will provide such Services as principal.

2.3. Execution of Order. Any Order received from Client will be acted upon on a commercially reasonable efforts basis only. There is no guarantee by Corpay that an Order can or will be filled (even if a previous, similar Order was filled) or that instructions provided can or will be acted upon. Corpay may reject any Order if:

2.3.1. Corpay determines, in good faith and in its sole discretion, that such Order is unclear or was not authorized by Client or a User;

2.3.2. Corpay determines, in its sole discretion, that the Order may be contrary to law, contrary to prudent business practices, outside Corpay's risk profile, or would require Corpay to exceed the Facility granted to Client;

2.3.3. Client is Insolvent or in default of this Agreement or Corpay determines, in its sole discretion, that it may not receive payment from Client in Settlement of the related Order; or

2.3.4. The Order is incorrect, incomplete or unsatisfactory to Corpay for any reason.

2.4. Reliance on Instruction. Corpay is hereby authorized by Client to accept, act and rely upon any instruction, whether oral or written, that Corpay reasonably believes to have been made by, or on behalf of Client. Corpay and its representatives are not liable for any Losses Client may suffer as a result of the misconduct of User(s) or any other person purporting to act on behalf of Client.

2.5. Audio Recording. An audio record of any or all oral Orders, and any other oral communications between the Parties, including Users, may be taken and maintained by Corpay, and Client hereby expressly authorizes and agrees to the taking and maintaining of such records. All audio recordings are Corpay's sole property, subject to applicable law. Client agrees that such recordings may be relied upon by Corpay in the event of any dispute.

2.6. No Advice. Client represents that each Order entered into by Client will be based upon Client's own judgment and that Client is not relying on any communication of Corpay or its representatives as investment advice, as a recommendation to enter into a transaction or as an assurance of expected results. Client acknowledges that Corpay is not acting as a fiduciary or advisor to Client in respect of any Order.

2.7. Information Sources. Market information may, from time to time, be provided to Client through Corpay. This information may be obtained from various information providers through sources believed to be reliable. Corpay does not guarantee the timeliness, sequence, accuracy, completeness, or fitness for a particular purpose of any market information provided through Corpay. Such information may include opinions and recommendations of individuals or organizations and Client understands that Corpay may not endorse such recommendations or opinions, and that Corpay is not providing any investment, tax, accounting or legal advice to Client by including or making available such market information.

2.8. Orders Binding. An Order becomes binding on Client upon receipt by Corpay and creates an obligation on Client to settle the Order. Any Losses in connection with Client's failure to settle an Order are the sole responsibility of Client.

2.9. Confirmations. Upon Corpay's acceptance of an Order, Corpay may issue a Confirmation to Client. The Confirmation is evidence of certain material terms of the Order. An Order will not be invalidated if for any reason the Confirmation is not issued to Client by Corpay. In such circumstances, the records of Corpay with respect to that Order will constitute conclusive evidence of the terms of the Order. If there are any discrepancies between the Order and the Confirmation, Client must notify Corpay of such discrepancy within one (1) clear Business Day of the day that Corpay sends a Confirmation, otherwise the Confirmation will constitute conclusive proof and agreement of the Parties of the details of the Order.

2.10. Interest. No interest is paid by Corpay on any funds held on behalf of Client, except as may be agreed and separately documented.

2.11. Means of Processing Transactions. Corpay may use whatever intermediary banks, payments systems or methods Corpay deems commercially reasonable and appropriate for processing an Order. Client agrees to be bound by applicable law, regulations, clearing house rules or other rules or procedures of any funds transfer or communications system that is used. While Corpay will make every commercially reasonable effort to ensure the timely fulfilment of each Order, Corpay is not responsible for the speed and timing of payment processing by financial institutions or systems beyond the control of Corpay. Corpay is not responsible for any errors or omissions or for any actions that may be taken or not taken, or fees that may be deducted, by any intermediary or correspondent financial institution or by the Beneficiary's financial institution in association with any Order, including any cancellation or rejection.

2.12. Inaccuracy or Incomplete Instruction. Client agrees that Corpay may rely on information provided by Client in processing an Order. If Client fails to provide a timely, complete, accurate or legible instruction, Corpay may place the funds in a Funding Balance pending receipt from Client of the information necessary to fulfil the Order. Corpay and its representatives shall not be liable for any Loss as a result of any such delay. Furthermore, Client agrees that any error or omission in such information, including, but not limited to, incorrect Beneficiary account number or name, Beneficiary financial institution name, or other account, international bank account number or routing number, or transit numbers, are Client's sole responsibility and liability.

2.13. Cancellation and Correction. Once Corpay accepts an Order, Client may not cancel the Order and Client is liable for all amounts owed as result. As set out above, Client may correct Order details if the Confirmation does not reflect the Order details agreed upon. If Client otherwise wishes to cancel or amend an Order, Corpay shall use commercially reasonable efforts only to do so. There is no assurance that Corpay will be able to cancel or amend an Order. Client shall indemnify and hold Corpay and its representatives harmless for any and all Losses incurred by Corpay and its representatives in attempting to cancel or amend an Order, whether or not ultimately successful.

2.14. Fees. Client understands that Corpay will charge certain fees for the Services, as set forth in a fee schedule that will be provided to Client upon request. Client agrees and acknowledges that Client has agreed to the relevant fee for the Service before placing an Order. All fees payable under this Agreement are exclusive of any legally applicable value added tax or similar sales or turnover tax in any relevant jurisdiction.

3. SETTLEMENT

3.1. Payment. To fund payments that Client initiates through Corpay, Client authorizes Corpay to transfer funds from the bank account indicated in any agreement between the Parties whereby Client authorizes Corpay to electronically debit a bank account designated by the Client. This authority is to remain in full force and effect until Corpay has received written notification from Client of its termination in such time and manner as to afford Corpay a reasonable opportunity to act on such notification after completing all open Orders at the time of such notification.

3.2. Settlement. Unless otherwise provided in this Agreement or agreed in writing between the Parties, Client agrees to promptly deliver to Corpay the total amount of the cost to Client of an Order, including the cost of currency acquisition as well as any fees and charges related to the execution of the Delivery Instructions, to Corpay's nominated bank account in immediately available funds on or before the Value Date. If Settlement is paid to Corpay electronically, Client agrees that Settlement shall not be recallable by Client without Corpay's prior written consent. If Client fails to make immediate payment in full Settlement for an Order, Corpay has the right to suspend this Agreement; terminate this Agreement; terminate, close or unwind any Order; initiate any proceedings and take any other steps necessary to recover any Balance Due. Such steps shall be in the sole discretion of Corpay, and Client agrees: (i) that Corpay and its representatives shall have no liability to Client, and Client waives any claim or action against Corpay and its representatives; (ii) to indemnify and hold Corpay and its representatives harmless from any and all Losses incurred by Corpay and its representatives resulting from Client's failure to pay and Corpay's effort to collect any Balance Due, including any costs associated with terminating and unwinding any Order; (iii) Corpay may recover interest upon any unpaid amounts calculated at the daily rate of the indicator lending rate for business overdrafts as periodically announced by the local central bank, reserve bank, or monetary authority plus 2%. Corpay reserves the right to deduct interest, and any fees charged and costs incurred pursuant to this Agreement, from Initial Margins and Variation Margins that Corpay may hold for Client. Client acknowledges that Corpay will be entitled to notify a credit reporting body of non-payment by Client, in accordance with any applicable privacy legislation.

3.3. Right of Set-off and Netting. Corpay may, without prior notice, set-off any amount owing by Client to Corpay against any other amount owing by Corpay to Client, including amounts held as Initial Margin and/or Variation Margin. In the event that any Initial Margin and/or Variation Margin is used to set-off any amounts owed by Client, Client shall immediately restore the Initial Margin and Variation Margin requirements for all Derivative Contracts, as required by Corpay, failing which Corpay may terminate any or all unfilled Orders and Client shall be responsible for all of Corpay's Losses as a result of such termination(s). Client acknowledges and consents to Corpay netting Orders for the purpose of satisfying any Margin Call issued by Corpay and/or for satisfying any shortfall incurred by Corpay on the liquidation of any or all Orders. Client acknowledges and agrees that Corpay is not obliged to net Orders for such purposes but that Corpay may do so in its sole discretion.

3.4. Payment Instructions. Provided that Client has fully paid for the funds purchased from Corpay and complied with this Agreement, Corpay will hold those funds until Corpay's receipt of Delivery Instructions from Client. Client may initiate transfer of its purchased funds by providing instructions to Corpay.

3.5. Electronic debits. If Client has authorized Corpay to initiate debit entries to Client's bank or other financial institution account by direct debits, Client agrees that in the case of debit instructions transmitted through the Online System, the usage of the Online System Access Method is a security procedure, which constitutes a commercially reasonable method of protecting against unauthorized debits. Client agrees to be bound by any debit instructions, whether authorized or not, issued in its name and acted upon by Corpay, and Client agrees to indemnify Corpay and hold it harmless from any Losses incurred by any of them in connection with the execution of debit instructions believed by any of them to have been issued by a User. In the event Client elects not to use or adhere to the security procedures described herein, Client will remain liable for any debit instructions issued in its name, whether authorized or not, and acted upon by Corpay. Client agrees that Corpay and Client's financial institution(s) are authorized to credit Client's account from time to time in the event that credit adjustments become necessary.

3.6. Dishonored Settlement. In the event any funds transfer of any kind authorized by Client is dishonored by Client's financial institution or not completed for any reason, Corpay will charge and Client agrees, unless otherwise restricted by law or regulation, to pay all processing costs, fees, penalties and liabilities incurred by Corpay as a result of such incomplete funds transfer.

3.7. Settlement Extension. In the event Corpay fails to receive Settlement on or before Value Date, Corpay may, without the consent of Client, amend the originally agreed upon Value Date to the immediately subsequent Business Day ("**Settlement Extension**"). Client shall pay Corpay any

Losses incurred as a result of a difference between the value of the Order on the originally agreed upon Value Date and the prevailing market rate on the subsequent Business Day. Corpay reserves the right to extend the settlement date of an Order as often as needed prior to its receipt of past due Settlement. At any time prior to the Value Date, Client may request Corpay to extend the Value Date to a future Business Day ("**Settlement Extension Request**"). Client must have an underlying business purpose for each Settlement Extension Request. All Settlement Extension Requests are subject to the approval of Corpay. Corpay may decline a Settlement Extension Request in its sole discretion for any reason. In the event of Corpay's acceptance of a Settlement Extension Request, Client agrees to pay to Corpay on demand within one (1) clear Business Day the amount of any and all Losses incurred by Corpay and any fee assessed by Corpay to Client in connection with its fulfilment of the Settlement Extension Request.

4.   AUTOMATED CLEARING HOUSE ("**ACH**")
4.1.   ACH
4.1.1.   Corpay may, with the consent of Client, initiate debit and/or entries to a specified deposit account held by Client at a depository financial institution. Client election for such debit entry by ACH is "**ACH Debit**".
4.1.2.   Client acknowledges and agrees, regarding each & every ACH transaction that Corpay executes on Client's instruction:
4.1.2.1.   Each such transaction shall be subject to "**ACH Rules**": the rules and regulations established by the National Automated Clearing House Association (NACHA) and the United States Federal Reserve.
4.1.2.2.   Client shall be bound by the ACH Rules. Client shall have the rights and duties ACH Rules establish for an Originator. Likewise, Client shall not itself or through Corpay use the ACH network to facilitate any payment that violates any law(s) of the United States. Client shall ensure that all ACH Entries entered hereunder (by Client itself, or Client through Corpay) shall comply also with the entirety of this Agreement. Client shall make payment to Corpay for any and all credit Entries originated, and also for any and all debit Entries that are Returned by an RDFI (Receiving Depository Financial Institution).
4.1.2.3.   Corpay shall have the rights and duties ACH Rules establish for a Third-Party Sender.
4.1.2.4.   Corpay shall have the right:
4.1.2.4.1.   to terminate or suspend the Agreement for breach of the ACH Rules in a manner that permits Corpay to comply with the ACH Rules; and
4.1.2.4.2.   to audit Client's compliance with the agreement(s) regarding Origination and with the ACH Rules.
4.1.3.   Client authorizes Corpay to pay relevant Beneficiaries of Client by way of originating ACH Entries to the accounts of such Beneficiaries (in ACH Rules, Beneficiaries are called Receivers).
4.2.   Deposit Account Information. Client shall furnish certain deposit account information, including, without limitation, bank account number and bank routing number for each ACH Debit election. Client represents that all deposit account information provided to Corpay is accurate. Client further represents that Client is the sole owner of the deposit account whose number or bank routing number is provided for the ACH Debit Transfer and that Client possesses the authority to withdraw funds from the deposit account without the approval or participation of other person(s)
4.3.   Sufficient Funds. When Client elects to make Payment for Services by ACH Debit, Client warrants that the deposit account maintains sufficient funds to fully cover the value of the Order.
4.4.   Losses. Client agrees to pay to Corpay on demand within one (1) clear Business Day the amount of any and all Losses and expenses incurred by Corpay in connection with the ACH Debit payment. Corpay and its representatives are not liable for any fees assessed by Client's commercial banking institution for the ACH Debit.
4.5.   Notice. Client shall provide immediate written notice to Corpay in the event that it closes the deposit account used for ACH Debits.

5.   FUNDING BALANCE
5.1.   Funds Applied to Client's Funding Balance. Corpay will credit all funds purchased by Client or paid to it by Client, or a third party on Client's behalf for Incoming Payments, as defined below, to a Funding Balance. Client acknowledges and agrees that Corpay shall not pay interest to Client on Funding Balance.
5.2.   Treatment of Funding Balance. Corpay may combine Client's Funding Balance with funds held on behalf of other Corpay clients (collectively "**Pooled Funding Balances**").
5.2.1.   Corpay will not use Funding Balance or Pooled Funding Balances for its operating expenses or any other corporate purpose other than its provision of Services to the Client.
5.2.2.   Corpay shall maintain sufficient accounting records to determine the funds held for the benefit of Client.
5.2.3.   Corpay shall at all times own eligible securities having an aggregate market value of not less than the aggregate amount of all of its outstanding payment instrument obligations.
5.2.4.   Client acknowledges that Funding Balance is not insured by the Federal Deposit Insurance Corporation (FDIC).
5.3.   Funding Balance Limits. Funds may be maintained in Client's Funding Balance for a maximum of ninety (90) days. Client shall be responsible for all risks, including, without limitation, volatility of the Foreign Currency market, associated with maintaining Funding Balances in one or more Foreign Currency.
5.4.   Repayment of Funding Balance. In the event that this Agreement is terminated for any reason, or in the event that funds are maintained in Client's Funding Balance beyond the maximum ninety (90) day period permitted above, Corpay may convert funds that are held in Client's Funding Balance into United States Dollars at the then-prevailing exchange rate(s) and return such funds to Client.
5.5.   Unclaimed Funding Balance. Dependent on the jurisdiction of Client, legislation or regulation may set out obligations and processes where Funding Balance may be considered abandoned. Corpay will be bound by any applicable legislation or regulation governing the treatment of abandoned Funding Balance. Unless prohibited, Corpay may charge all costs and expenses of any notice, advertisement, payment and delivery of the Funding Balance to the applicable governing agency, against the Funding Balance prior to remitting in accordance with the legislation or regulation. If Corpay has remitted the Funding Balance in accordance with the legislative or regulatory requirements, Corpay has no further liability to Client and Client must apply to the appropriate governing agency to reclaim the Funding Balance.

6.   DERIVATIVE CONTRACTS
6.1.   Risks Involved. Client acknowledges and agrees that the Foreign Currency markets are volatile. Client expressly accepts the risk that the value of the currencies in a Derivative Contract may change between the date of the Order and the Balance Due Date.
6.2.   Delivery of Funds. Once Settlement has been received by Corpay with respect to a Derivative Contract, Corpay will deliver the funds in accordance with the Order or, if no such Delivery Instruction is provided, will credit Client's Funding Balance.
6.3.   Draw Down. Subject to this Agreement, Client may draw down against a Window Forward Contract during the Delivery Window provided that Corpay has received Settlement in immediately available funds corresponding to the amount of the draw down. Notwithstanding any draw down, Client is required to provide full Settlement, or any remaining balance, to Corpay in good, cleared funds in connection with a Derivative Contract on or before the end of the Value Date. Corpay may, in its discretion, apply to any draw down any rate of exchange that it deems reasonably appropriate.
6.4.   Option Contracts. Client may authorize Corpay to enter into an Option Contract so long as Corpay has determined Client to be a Permitted Counterparty. Corpay may require Client to provide certain documentation, including without limitation, audited financial statements and certifications, in order to reach a determination on Client's

status as a Permitted Counterparty. Each Option Contract shall be governed by the provisions of this Agreement in addition to the terms set out in the Option Contract.
6.5.   Payment of Premium. Buyer must pay to the Seller the Premium in cleared funds on the Premium Payment Date in accordance with the Seller's instructions. The Premium is non-refundable. If the Buyer fails to pay the Premium in full on or before the Premium Payment Date, the Seller is not obliged to exercise the Option Contract and may terminate the Option Contract and recover all Losses incurred in connection with the Option Contract, including payment of the Premium, which shall remain due and payable. For the avoidance of doubt, the payment of the Premium is separate and distinct from any payment obligations that arise upon exercise of an Option Contract.
6.6.   Premium Amounts. Upon placing an Order for an Option Contract, Corpay may require, in its sole discretion, Client to pay to Corpay a Premium. Should Client fail to pay any Premium within 24 hours of Corpay's demand, or within such other time as otherwise specified by Corpay, Corpay may, in its sole discretion, cancel the Option Contract or complete the Order. In such circumstances, Client will be liable to Corpay for any Losses but will not be entitled to any profit.
6.7.   Exercise. The Buyer may exercise an Option Contract by giving a notice of exercise to the Seller. The notice of exercise of an Option Contract must be given on the expiration date of the Option Contract and not later than the expiration time as specified in the Option Contract. The Seller must accept the notice of exercise provided that any applicable Premium has been paid. Unless Client provides Corpay with a Delivery Instruction to the contrary, if Client is the Buyer of an Option Contract that is ITM on the expiration date of the Option Contract, Corpay will exercise the Option Contract provided that any applicable Premium has been paid and Client is not otherwise in breach of this Agreement.
6.8.   Derivative Contracts & Early Variation Events. In the event of an Early Variation Event:
6.8.1.   Corpay may, without notice,
6.8.1.1.   Terminate Client's Facility and/or vary some/all of the terms of Client's Facility; and/or
6.8.1.2.   Trigger an earlier Margin Call for Initial Margin and/or Variation Margin, by unilaterally and immediately changing the terms of when a Margin Call is triggered; and/or
6.8.1.3.   Execute forward-cap (re some or all of the Client's Derivative Contract positions) via purchase, on Client's behalf, of Derivative Contracts at Client's expense & risk to mitigate both parties' exposure to further market fluctuation. Such purchase shall trigger a final grace period of 10 Business Days for Client to bring its Corpay account into good standing through margin payment and/or drawdown; and/or
6.8.1.4.   Immediately offset and/or terminate the relevant Derivative Contract(s) and/or any other outstanding Derivative Contract(s) agreed to between the Parties without any liability to Corpay or its representatives, and/or
6.8.1.5.   Take any other steps Corpay deems appropriate, including any actions contemplated in this Agreement to mitigate the potential Loss(es).
6.8.2.   Client agrees to pay to Corpay on demand within five (5) clear Business Days the amount of any and all Losses incurred by Corpay in connection with the offset, termination and/or unwinding of Derivative Contract(s).
6.8.3.   Where a Derivative Contract has been terminated and/or offset, Client agrees that Corpay's sole liability to Client is to return any amounts Client paid to Corpay that remain after deducting all amounts owed to Corpay.
6.8.4.   Client understands and agrees that Client cannot terminate any Derivative Contract, except as contemplated in this 6.8.

7.   DERIVATIVE REPORTING
7.1.   Client Identifiers. Client acknowledges and agrees that: (i) it may require a Legal Entity Identifier to enter into certain Orders with Corpay; (ii) if notified by Corpay that a LEI is required for an Order contemplated by Client, Client will, if it has a LEI at the time of the notice, advise Corpay of its LEI promptly; or if it does not have a LEI at the time of the notice, obtain a LEI and advise Corpay of it as soon as

reasonably practicable; (iii) Corpay may elect not to enter into Orders with Client if Client has not provided details of its LEI to Corpay; (iv) Corpay may, in its sole discretion, elect to accept any other form of client identifier recognized under the Reporting Requirements in lieu of a LEI; and (v) unless otherwise agreed in writing between the Parties, Client is solely responsible for obtaining and maintaining its LEI, and promptly communicating to Corpay any changes in its LEI.

7.2.   Reporting. Client acknowledges and agrees that Corpay is required to report certain completed Orders and open trade positions to certain regulators under Reporting Requirements.

8.   MARGIN

8.1.   Initial Margin Requirement. Corpay may, in its sole discretion, require Client: (i) to provide Initial Margin in relation to any Derivative Contract within twenty-four (24) hours of Client's instructions to enter into a Derivative Contract; and/or (ii) to provide Initial Margin, if not already provided, within one (1) clear Business Day at any time during the term of a Derivative Contract.

8.2.   Variation Margin Requirement. If Corpay determines, in its sole discretion, that the net market value of all of Client's open Orders has declined and the unrealized loss when marked to market exceeds 10% or an alternative percentage or fixed amount as Corpay may advise, of the notional value of the open Orders, Client is required to post Variation Margin with Corpay as stated in the Margin Call issued by Corpay. Each time the net market value of all of Client's open Orders declines and the unrealized loss when marked to market further increases, Corpay may issue a Margin Call whereby Client is required to post with Corpay additional Variation Margin in the amount stated in the Margin Call within one (1) clear Business Day. Payment of Variation Margin is due on or before the close of business on the next Business Day after the day Corpay issues Margin Call to Client.

8.3.   Valuation of Orders. Orders are assigned mark-to-market valuation using prevailing market rates provided from a reputable financial data provider. Corpay reserves the right to change the financial data provider at any time without notice to Client.

8.4.   Acknowledgement. In providing Initial Margin and Variation Margin to Corpay, Client agrees that such monies: (i) may be used by Corpay in the ordinary course of Corpay's business; (ii) will not be maintained by Corpay in a segregated account; and (iii) shall not be subject to a trust, deemed or otherwise, in Client's favor, and that Client's right to have the amount of the Initial Margin and Variation Margin, credited in Client's favor on maturity date of Client's Derivative Contract represents an unsecured claim against Corpay and does not represent a claim, by way of trust or otherwise, to the Initial Margin or Variation Margin amounts or to any assets of or under the control of Corpay.

8.5.   Return of Variation Margin. If the unrealized loss of all open Orders with Corpay by Client falls below the Variation Margin requirements established elsewhere in this Agreement, based on Corpay's computation on any Business Day, then Client may request that Corpay return to it the difference between the unrealized loss of all open Orders and the Variation Margin held by Corpay on that Business Day. Any such request must be made, in writing, before 12 p.m., Corpay Local Time, on the same Business Day, and Corpay will then process the request on the Business Day on which it was made and the surplus Variation Margin will be returned in a timely manner. Any request made after 12 p.m., Corpay Local Time, will be processed by Corpay the following Business Day and the surplus Variation Margin will be returned to Client in a timely manner.

8.6.   Purpose of Initial Margin. Initial Margin is intended to maintain the relative value of the funds to be purchased from or sold to Corpay pursuant to a Derivative Contract or to address, in Corpay's sole discretion, an adverse change in Client's financial standing and/or credit worthiness or an adverse change in the external economic environment. Client acknowledges and agrees that the amount of Initial Margin will be determined by Corpay in its sole and reasonable discretion, subject to the total of any such payments being less than or equal to the total payment obligation owed to Corpay with respect to the relevant

Derivative Contract, and that Corpay may require Initial Margin to be made even if Corpay has provided Client with a Facility. Any Initial Margin delivered by Client and received by Corpay are non-refundable and will be applied to satisfy Client's total payment obligation owed to Corpay with respect to the relevant Derivative Contract on the Value Date or on the date of any final Draw Down or any other amount permitted by this Agreement.

8.7.   Failure to Honor Initial Margin or Variation Margin Requirements. If Corpay does not receive Initial Margin or Variation Margin when due, Corpay, at its option and in its sole discretion, may close out (and/or offset) any or all of Client's open Orders and apply the proceeds first to reimburse Corpay for the amounts due under the Orders, including all Losses, and remit the balance of the proceeds, if any, to Client. If the proceeds of disposition are insufficient to fully satisfy the amount owing to Corpay, then Client shall pay to Corpay the difference within one (1) clear Business Day.

9.   INCOMING PAYMENT AND RETURNED CHECKS AND DRAFTS

9.1.   Incoming Payment.

9.1.1.   Corpay may receive domestic or Foreign Currency from a third party for payment on behalf of Client ("**Incoming Payment**") or for further credit to Client's Funding Balance, in the form of an incoming draft, wire or check. Cash cannot and will not be accepted from any source.

9.1.2.   Corpay reserves the right to withhold credit for any Incoming Payment until Corpay, in Corpay's sole discretion, is satisfied that cleared funds have been received. In the event that any Incoming Payment is subsequently recalled, returned to Corpay as non-negotiable or for insufficient funds or is otherwise not accepted by Corpay's depository financial institution, such Incoming Payment will be returned to Client and Client agrees to indemnify Corpay and its representatives in respect of Losses incurred by Corpay, including any foreign exchange Losses, charges and fees in handling the returned, unaccepted or recalled Incoming Payment. Client acknowledges and agrees that Corpay is relying upon this indemnity in providing value in exchange for any Foreign Currency draft or check.

9.1.3.   The form in which Corpay credits the Incoming Payment to Client shall be subject to instructions from Client as documented in an Order or Delivery Instructions. Client shall require that the third-party payer specify Client's full legal name and account number, as designated by Corpay, in the memo or reference line of any such Incoming Payment. Corpay may in its sole discretion, attempt to contact the third-party sender to secure any additional information that may be needed to ensure accurate processing of the Incoming Payment.

10.   DRAFTS AND CHECKS

10.1.   Foreign Currency Drafts and Check Purchase. Corpay may agree to purchase and convert a Foreign Currency draft(s) and check(s) that Client has received in its name and delivered to Corpay. Corpay may request additional information satisfactory to Corpay, in its sole discretion, that Client has the authority to deliver the Foreign Currency draft and check to Corpay for purposes of Foreign Currency conversion and negotiation.

10.2.   Endorsement. Any Foreign Currency draft(s) and check(s) delivered to Corpay for the purpose of purchase and conversion must be endorsed to Corpay, without restriction or qualification, by an authorized representative of Client.

11.   RATE ORDER

11.1.   Rate Order. If Client instructs Corpay to execute an Order when a particular exchange rate is at a specified or better rate (a "**Rate Order**"), Client authorizes Corpay to act in accordance with the instructions and to purchase or sell currencies on behalf of Client. Each Rate Order will only be effective after Corpay has had a commercially reasonable opportunity to act upon it. The effective period of the Rate Order ("**Effective Period**"), as communicated to Corpay in the Order, and accepted by Corpay in an Order, shall be deemed to be good until cancelled unless Client provided a fixed ascertainable date for the end of the Effective Period.

11.2.   Rate Order Purchase or Termination. Corpay will provide Client with a summary of the material terms of each

Rate Order. If the terms of the Rate Order are met during the Effective Period, Corpay may issue a Confirmation to Client. If the terms of the Rate Order are not met by the end of the Effective Period, the Rate Order will expire. Client agrees to promptly review each summary and Confirmation for accuracy and immediately notify Corpay of any error or discrepancy.

11.3.   Cancellation of a Rate Order. To cancel a Rate Order, Corpay must receive an instruction directing cancellation and have had a commercially reasonable opportunity to act upon such instruction. In the absence of such instruction, Corpay will attempt to fill the Rate Order and Client will be liable for Settlement.

11.4.   Target Rate. If the exchange rate specified in the Rate Order ("**Target Rate**") does not become sustainable and purchasable during the Effective Period, the Rate Order will automatically expire at the end of the Effective Period. The Target Rate must be traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe. Unless otherwise stated by Corpay, Orders will remain in force until 11:59 p.m. Corpay Local Time on the last day of the Effective Period.

12.   ERRORS AND DISCREPANCIES

12.1.   Errors and Discrepancies.

12.1.1.   Client must promptly review each Confirmation, report, or other reporting or advisory communication regarding Orders or transaction history issued by Corpay and promptly notify Corpay of any error, discrepancy, irregularity or unauthorized activity.

12.1.2.   Client may not assert any claim against Corpay or its representatives in connection with any errors, discrepancies or irregularities if Client did not exercise reasonable care in examining any such communication which reflected such errors, discrepancies or irregularities, or if Client did not notify Corpay in writing and in a reasonably prompt manner that Client disputes any information contained in, or missing from, any communication.

12.1.3.   Client shall provide Corpay with all information necessary for Corpay to investigate the error, discrepancy or irregularity.

12.1.4.   Client may also contact Corpay's regulators directly. For additional information, please visit https://corporate-payments.corpay.com/file-a-complaint/.

13.   PREPAID CARD

13.1.   Prepaid Card. Client may elect for certain authorized individuals to receive a Prepaid Card ("**Prepaid Card End User**").

13.2.   Prepaid Card End Users. Client must provide Corpay with certain identifying information for each Prepaid Card End User, including, without limitation, full legal name, residential address, and date of birth. Corpay may refuse to provide a Prepaid Card to any individual for any reason in its sole discretion. All Prepaid Card End Users must agree to separate terms and conditions governing the use of the Prepaid Card by the Prepaid Card End user, and the rights and responsibilities of Client in relation to the Prepaid Card End User.

13.3.   Issuing Bank. The Prepaid Card is issued by an unaffiliated third party financial institution ("**Issuing Bank**"). All funds stored on the Prepaid Card are in the sole possession of the Issuing Bank. Pursuant to an agreement with the Issuing Bank, Corpay is strictly an independent sales organization of the Issuing Bank. Corpay may change the Issuing Bank at any time with written notice to Client.

13.4.   Prepaid Card Processor. The Prepaid Card is serviced by an unaffiliated third party institution ("**Prepaid Card Processor**"). The Prepaid Card Processor is responsible for processing all transactions initiated with the Prepaid Card. The Prepaid Card Processor may provide Client with access to an Internet or cloud based system to manage the Prepaid Card ("**Prepaid Card System**"). The Prepaid Card System is not owned, monitored or controlled by Corpay. Corpay may change the Prepaid Card Processor at any time with written notice to Client.

13.5.   Prepaid Card Administrator. Client shall appoint an authorized individual to provide administrative oversight of all Prepaid Cards ("**Prepaid Card Administrator**"). The

Prepaid Card Administrator may use the Prepaid Card System to add funds to any Prepaid Card.

13.6. Prepaid Card Transactions. Prior to use of the Prepaid Card, Client must add funds to the Prepaid Card. The funds available on the Prepaid Card are limited to the funds added by Client less any fees assessed by Corpay. Corpay reserves the right to block or cancel any Prepaid Card transaction if Corpay detects what is reasonably believed to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with either the terms and conditions applicable to the Prepaid Card End User or this Agreement. Corpay will incur no liability to Client because of the unavailability of any blocked or canceled funds or Prepaid Card transactions that are not completed for any reason.

13.7. Fees. Client understands that Corpay will charge certain fees for the addition of funds to the Prepaid Card ("**Load Fee**"). The Load Fee will be set forth in a fee schedule that will be made available to Client. Corpay may change the Load Fee or add other Prepaid Card maintenance fees in its sole discretion at any time upon notice to Client.

14. ONLINE SYSTEM
14.1. Online System License. If Client uses the Services, Client agrees to abide by this Agreement. In consideration of Client's agreement to be so bound, Client shall be granted, for so long as this Agreement remains in effect, a non-exclusive, non-transferable, and non-sublicensable license to use the Online System for the sole purpose of facilitating Client's use of Services.
14.2. Online Payment System Prohibitions. Client agrees that the Online System is and shall remain the exclusive property of Corpay. Accordingly, Client represents, warrants and covenants that it and its User(s), employees, directors, officers, agents, or affiliates shall not:
14.2.1. Distribute or disclose the Online System, or any component of it, to, or permit use of the Online System by, any third party;
14.2.2. Decompile, disassemble, reverse engineer, or otherwise attempt to derive or discern the source code or internal workings of the Online System;
14.2.3. Use the Online System for any purpose that is illegal or prohibited under this Agreement;
14.2.4. Use any automated means or interface to access the Services or extract other users' information;
14.2.5. Use the Online System to communicate with other users or for any commercial purpose;
14.2.6. Use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from using the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
14.2.7. Use or attempt to use another user's Online System Access Method without their permission;
14.2.8. Upload viruses or other malicious code that otherwise compromises the security of the Services;
14.2.9. Attempt to circumvent any content-filtering techniques Corpay uses, or attempt to access areas or features of the Services that Client is not authorized to access;
14.2.10. Probe, scan, or test the vulnerability of the Services, or any related system or network; or
14.2.11. Encourage or promote any activity that violates this Agreement.
14.3. Intellectual Property Indemnity. Corpay shall indemnify and hold Client harmless of any damages and costs awarded by a court of competent jurisdiction against Client, which relate directly to a finding by such court that Client's use of the Online System in accordance with this Agreement infringed any copyright, patent, trade secret or other intellectual property right of a third party; provided, however, Client must provide Corpay with prompt notice of any actual or potential third party claim, and agree to allow Corpay, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of any such third party claim.

15. ONLINE SYSTEM SECURITY
15.1. Use of Online System. In order to use the Online System, Client will be required to create an electronic account and agrees to provide Corpay with a written list of Users that Client would like to access and use Online System on Client's

behalf. Upon Corpay's approval of such Users, Corpay grants such Users a non-exclusive, non-transferable license to use Online System for the sole purpose of accessing the Services in accordance with this Agreement. Users may have full or limited access to the Online System, in Corpay's sole discretion. If Client wishes Corpay to terminate a User's access to the Online System, Client agrees to issue such request in writing, to be confirmed by Corpay in writing. Without limiting this Section, until such time as Corpay confirms such User's access has been terminated, such User may remain authorized and Client will remain responsible for any transactions placed and other activity by such User using the Online System.
15.2. Access. Corpay will provide each User with a username and temporary password to access the Online System. It is the sole responsibility of Client and the User(s) to safeguard the security of the User(s)' password, and Client and User(s) agree that User(s) will change the temporary password to a unique password promptly upon issuance, and periodically change the User's password thereafter to ensure security. Client agrees that its User(s) will not use the electronic account of another User without permission and will provide accurate and complete information to Corpay in all circumstances. Client and each User expressly acknowledge and agree that such use is made in accordance with this Agreement and any additional User Agreement or manual provided by Corpay, including maintaining any minimum operating and Internet browser requirements. Corpay may suspend, limit or terminate a User's access or Client's access to the Online System, without notice, at any time for any reason whatsoever.
15.3. Client's Responsibility for Use of Online System. Client and its User(s) are solely responsible for all activity on Client's electronic account, and each agrees to notify Corpay immediately upon becoming aware of any unauthorized use of Client's electronic account. Corpay will have no responsibility for any Losses incurred by reason of any use, whether authorized or unauthorized, and Client agrees to hold Corpay harmless from any Losses Corpay may incur by reason of the use of Client's electronic account.
15.4. Exchange Rate. Once a User submits an Order, either by clicking "Yes" or otherwise, Client shall be deemed responsible for the resulting Order as if Client had placed the Order. The exchange rate visible on the screen at the time the User submits an Order through the Online System will be the exchange rate applicable to the Order.
15.5. Electronic Communications from Corpay. Client acknowledges and agrees that the Online System may include certain communications from Corpay or its partners, such as service announcements and administrative messages, and that these communications are considered part of the Online System and Client may not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the Services, including any new service, shall be subject to this Agreement.
15.6. Online System Provided "As Is". The Online System, and all other related Services, are provided "as is" with no representations, warranties or conditions of any kind, either express or implied. Corpay shall have no responsibility for transmission errors, faulty or unreliable Internet connections or website downtime. All disclaimers, limitation of liability and indemnity terms set forth in this Agreement shall apply fully to Client's and its User(s)' use of the Online System, as well as any other means of accessing such Services.
15.7. Multi-Factor Authentication ("**MFA**") Service. Corpay may utilize a MFA service to safeguard User access to the Online System. The MFA service may require each User to provide certain contact information to Corpay. Client authorizes Corpay to transmit a unique authentication identifier to the contact information provided by the User. Client shall be solely responsible for any third-party fees incurred by Client or Users, including, but not limited to those assessed by telecommunication service providers, as a result of use of the MFA service. Client and Users may opt out of the MFA service at any time, upon notice to Corpay.
15.8. Security of the Online System Access Method. The confidentiality and security of the Online System Access Methods will at all times be the sole responsibility of Client. Client hereby acknowledges that:

15.8.1. Client agrees that there are inherent risks of using online financial services such as the Online System if the security of the Online System Access Methods are not strictly maintained.
15.8.2. Client shall make reasonable efforts to:
15.8.2.1. Take appropriate security measures to protect their devices and computer systems;
15.8.2.2. Protect the Online System Access Methods, personal details and other confidential data;
15.8.2.3. Use unique Online System Access Methods for different websites, applications or services. Online System Access Methods should not be based on common or typical passwords or password routines, and/or personal information; and
15.8.2.4. Implement security protocols and policies, and install or acquire security products and protections including up-to-date anti-virus, anti-spyware, firewall software and operating systems on devices and computers, removal of file and print sharing options, regular and frequent back up of critical data; encryption technology, terminating online sessions when complete, clearance of browser cache after each log in; prohibition on software and programs of unknown origin; prohibition on using websites that have not been reviewed for security and veracity, and prohibition on use a computer or a device which is not owned or authorized for use by the User or which is on a public network to access the Online System.
15.9. Changes. Corpay may modify, or discontinue, the Online System at any time or change its domain, without prior notice and without Client's consent.
15.10. Availability of Online System. Corpay shall in no circumstances be liable to Client for any losses or unrealized profits resulting from the unavailability or suboptimal functioning of the Online System.

16. INTELLECTUAL PROPERTY
16.1. Corpay Systems. Client acknowledges and agrees that all Corpay websites, including, but not limited to, service marks, logos and trademarks; applications, process, systems and the Services ("**Corpay Intellectual Property**"), are the property of Corpay and protected by copyright law and/or other intellectual property and other laws.
16.2. Intellectual Property Rights. All copyright, trademarks, service marks, trade secrets, registered and unregistered design rights and all other intellectual property and other rights in and to the Corpay Intellectual Property, shall remain at all times the sole and exclusive property of Corpay and, where applicable, its licensors. Client shall have no right or interest in or to any such intellectual property or other rights, except the right to access and use the Service as provided for in this Agreement. All rights not expressly granted to Client are reserved by Corpay.

17. FORCE MAJEURE
17.1. Force Majeure. In the event that Corpay or its representatives are unable to provide the Services due to circumstances beyond Corpay's or its representatives' control, including but not limited to government acts, wars, acts of terrorism, cybercrimes, strikes, riots, other civil disturbances, legal process, electronic failure or mechanical failure, Corpay and its representatives shall have no liability for direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of profits or expenses, arising in connection with any Order entered into with Client pursuant to this Agreement, any Derivative Contract or any Confirmation.

18. TERM, SUSPENSION AND TERMINATION
18.1. Term and Termination. Corpay may terminate this Agreement upon the occurrence of an Early Variation Event, without further notice to Client. In all other circumstances, either party may (subject to already accrued duties such as pursuant to any outstanding Orders) terminate this Agreement for convenience via 30 days' written notice to the other party.

19. REPRESENTATIONS AND WARRANTIES
19.1. Representations, Warranties and Covenants. Client represents, warrants, and covenants that:

19.1.1. All statements contained in this Agreement, and any other information contained in documentation submitted in support of this Agreement, are true and correct and that Client will notify Corpay immediately if any of such information is no longer true.

19.1.2. Client is responsible for ensuring the accuracy and completeness of instructions in respect of each and every Order.

19.1.3. Client has initiated each Order solely based on its analysis and/or third-party advice and has not received or relied upon any advice from Corpay with respect to the suitability or appropriateness of such Order for Client.

19.1.4. Client shall maintain security systems, procedures and controls to prevent and detect the theft of funds; forged, fraudulent and unauthorized instructions and electronic transfer of funds by anyone who is not Client or a User; losses due to fraud or unauthorized access to the service by anyone who is not Client or a User.

19.1.5. Client shall make its own arrangements to provide the equipment and software it needs to meet its desired levels of service, security and reliability. Equipment includes computer systems and telecommunication devices. All equipment and software must meet Corpay's requirements and specifications for the Services Corpay is providing. All purchase, installation and maintenance costs will be at Client's expense. Corpay may, if it chooses, specify security procedures for a Service, which Client must follow.

19.1.6. Client shall keep any keys, access codes, security devices and verification procedures safe and confidential, and change them at least as often as the Service materials specify. Corpay may establish a routine to verify the source and authenticity of instructions Client gives Corpay and may verify an instruction before acting on it. Corpay may act on instructions that contain the verification routine without checking authority.

19.1.7. Client also represents and warrants that:

19.1.7.1. it does and shall comply with its "**OFAC**" (US Office of Foreign Assets Control) sanctions-regime duties;

19.1.7.2. it shall facilitate Corpay's OFAC compliance in connection with Client's Corpay account(s), &

19.1.7.3. it shall fully indemnify and hold Corpay harmless against any and all losses that Corpay suffers directly or indirectly due to Client not fully complying with this 19.1.7.

19.2. Limitation on Services.

19.2.1. Client represents and warrants that the Services are being used for business or commercial purposes only and in the course of effecting genuine business transactions and not for the purpose of speculation (speculative purposes) and/or investment.

19.2.2. Client further represents, warrants and confirms that all Orders will be placed pursuant to and in accordance with this Agreement.

19.2.3. Client agrees not to use the Services to make payments for any illegal purpose. In addition, Client certifies that it will not use the Services to make any payments relating to online gambling, pornography, firearms and other purposes, as notified by Corpay.

19.2.4. Client acknowledges that any Order accepted by Corpay will be binding upon and enforceable against Client and does not violate the terms of any other agreement to which Client is bound.

19.3. Client Funds.

19.3.1. Client represents and warrants that:

19.3.1.1. it is acting as a principal (any third-party activity must be reviewed and specifically approved in advance in writing by Corpay) and

19.3.1.2. has legal title to all funds used in connection with the Orders, and that any Order is being undertaken in accordance with applicable law.

19.3.2. Client further represents and warrants that each use of the Services by Client is for the sole purpose of hedging or mitigating commercial risk exercised in connection with Client's line of business.

20. LEGAL AND REGULATORY COMPLIANCE

20.1. Regulated Entity. Cambridge Mercantile Corp. (U.S.A.) is authorized to operate as a money transmitter in all United States jurisdictions where it conducts business. See https://payments.corpay.com/compliance for additional information.

20.2. Transaction Processing. Client understands, acknowledges and agrees that all Orders, wherever originated, may be processed by a Corpay entity located outside the country of Client. As such, all Orders, wherever originated, will be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism financing and foreign asset control.

20.3. Freezing or Blocking Transactions. In certain circumstances, Corpay may be obliged to freeze or block an Order to comply with applicable laws. Freezing or blocking can arise as a result of the account monitoring that Corpay conducts as required by relevant laws or where the name of a sender or beneficiary of an Order matches a name on a relevant government list of prohibited persons or where the Order is being sent to a country that has been subjected to relevant government asset control or sanctions. If this occurs, Corpay and its representatives are not liable to Client for any resulting Losses whatsoever and Client agrees to indemnify Corpay and its representatives to the extent that Corpay and its representatives incur any Losses in connection with the freezing or blocking of Client's account.

20.4. Refusal or Delay of Services. Corpay may refuse or delay the provision of Services if Corpay reasonably determines that doing so is necessary to avoid or mitigate Losses to Corpay; to comply with Corpay policies; to adhere to laws or regulations; if an Order is not or does not appear to be related to Client's line of business, or to reduce risk to Corpay. This includes, but is not limited to, events where Corpay reasonably suspects that the Service is being used or accessed to perpetrate financial fraud or exploitation, even if Client or User has authorized the Service.

20.5. Disclosure. Client understands that Corpay takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Client agrees that Corpay, in its sole discretion, may disclose any transaction-related information including but not limited to confidential information of Client or information about a Beneficiary in order to satisfy Corpay's legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Corpay's operations, where such disclosure is made to satisfy governmental audit or examination requirements or as part of information required to be submitted to such governmental entities in the ordinary course of business.

20.6. Additional Information. Upon request, Client agrees to provide any additional information that Corpay may need, including with respect to Client, third party payers or payees, authorized representatives, beneficial owners, employees and directors, to satisfy its ongoing legal and regulatory obligations. Failure or delay in providing additional information may result in a delay or failure to provide Services. In addition, Client authorizes Corpay to make any inquiries it may deem necessary or appropriate in accordance with applicable law, including, without limitation, inquiries into Client's business profile, solvency or credit history, to assess Client's suitability for a business relationship with Corpay as well as ongoing maintenance of that relationship. Such information may extend to Client's authorized representatives and directors.

20.7. Credit Report. Client authorizes and instructs, in accordance with the Fair Credit Reporting Act, Corpay to obtain a business credit report from a credit bureau of Corpay's choice to ensure that Client is able to meet its obligations to Corpay. Client further authorizes Corpay to obtain a business credit report from a credit bureau of Corpay's choice at any time Corpay reasonably believes there is an increased level of risk associated with the Client's ability to meet its obligations to Corpay.

20.8. Corpay uses various intermediary or correspondent financial institutions to process Orders. Such intermediary or correspondent financial institutions may be subject to compliance with different or additional laws and regulations, including compliance with US sanctions laws and regulations enforced by the Office of Foreign Assets Controls

of the US Department of the Treasury (OFAC), United Nations Security Council, European Union and other sanctions programs imposed by governments in jurisdictions where such intermediaries or correspondent financial institutions operate. Corpay and/or the relevant intermediary or correspondent financial institution(s) each, as applicable, have a duty not to execute an Order prohibited by applicable sanctions enforced by such authorities and may be required to block or reject certain Orders. Client agrees that Corpay is not responsible for any actions that it may take or may be taken by any intermediary or correspondent financial institution or by the Beneficiary's financial institution in association with any Order, including any cancellation, blocking or rejection for any Order for purposes of anti-money laundering, anti-terrorism financing and/or foreign asset control.

20.9. Client agrees to provide Corpay with any information that Corpay requests to review an Order and further agrees to provide Corpay with any information that Client discovers in the future that may have the effect of invalidating or modifying the information that Client previously provided to Corpay and to correct any errors in regard to any information that Client provided to Corpay.

21. USE OF INFORMATION, PRIVACY AND DISCLOSURE

21.1. Personal Information.

21.1.1. Corpay shall collect, use and disclose personal information received from Client in accordance with applicable laws. Please refer to the Privacy Policy available at https://www.fleetcor.com/privacy-policy/.

21.1.2. Client shall indemnify Corpay and its representatives and hold Corpay and its representatives harmless from and against any and all Losses resulting from Corpay's non-compliance with applicable privacy laws which are a direct consequence of the actions or omissions of Client.

21.2. New Products and Services. Unless Client has indicated otherwise and in accordance with applicable laws, Corpay may contact Client, by telephone, mail, or other means, with information about the products and services available which Corpay believes may be of interest to Client.

22. LIMITATION OF LIABILITY; INDEMNITY

22.1. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL Corpay AND ITS REPRESENTATIVES BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR LOST REVENUE, PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF Corpay OR ITS REPRESENTATIVES HAVE BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE AS A RESULT OF OR ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES OR IN ANY WAY CONNECTED TO THIS AGREEMENT. THE PARTIES AGREE THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, WITHOUT WHICH Corpay WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. THE LIMITATIONS OF LIABILITY STATED IN THIS AGREEMENT SHALL HAVE EFFECT TO THE EXTENT PERMITTED BY APPLICABLE LAW.

22.2. Corpay's Liability. Corpay's (and its representatives') liability under this Agreement for any breach by it shall be limited to the currency value of the impugned Order as at the Order date only.

22.3. Limited Liability. In the event Corpay or its representatives are found to be liable to Client for the misdirection or misappropriation of funds, their liability shall be limited to the original amount of such funds misdirected or misappropriated. In the event Corpay or its representatives are found to be liable to Client for any other reason in respect of an Order, such liability shall be limited to the market movement in foreign exchange rates for that Order from the Order date.

22.4. Indemnity. Client will indemnify, defend, and hold Corpay and its representatives harmless from and against any and all claims, Losses, damages, judgments, tax assessments, penalties, and interest arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

(a) any actual or alleged breach of Client's representations, warranties, or obligations set forth in this Agreement; (b) Client's wrongful or improper use of the Services; (c) Client's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Client's violation of any law, rule or regulation of any country; and (e) any other party's use of the Services or access to the Online System through any User's Online System Access Method. These indemnities will survive the termination of this Agreement.

23.   COMMUNICATION AND NOTICES
23.1.   Communication and Notices.
23.1.1.   Client agrees that Corpay may communicate with and give notice to Client in writing, by facsimile and electronically, via electronic mail to User(s) or via Online System. All such communications will be considered to have been provided in accordance with the terms of this Agreement. Client agrees that it is Client's responsibility to access all such communications.
23.1.2.   All communications sent by regular mail will be deemed received five (5) clear Business Days after the date of the mailing. All communications sent by personal delivery will be deemed received on the day of actual delivery, if a Business Day, and if not a Business Day, on the next Business Day after the day of actual delivery. Facsimile communications will be deemed to have been received on the day of transmission if a Business Day, and if not a Business Day, on the next Business Day after the day of transmission. All electronic communications will be deemed to be received on the day the electronic communication is sent, if a Business Day, and if not a Business Day, on the next Business Day after the date on which the electronic communication is sent.
23.1.3.   Client must inform Corpay immediately in writing of any material change affecting Client including but not limited to changes to: beneficial ownership (who the Beneficial Owner(s) is/are), address, delivery information, Client financial institution or designated account(s) or its bank/financial institution from which Corpay has been granted the authority to initiate electronic debits. Any changes directed by a notice will be taken into effect by Corpay within thirty (30) days after Corpay's receipt of such notice.
23.1.4.   If Corpay is unable to deliver any communications due to incorrect address or contact information, Client is in breach of this Agreement and Corpay will have no further obligation to seek out correct contact information to continue to attempt to deliver. Corpay is not responsible for Client's failure to receive any communication if sent in accordance with contact information as provided by Client.
23.1.5.   If Client uses electronic mail to initiate payment requests or other instructions or otherwise communicate with Corpay, Client agrees to bear the risk that such electronic mail may be corrupted, modified, incomplete, hacked, compromised or be undelivered with or without notice to the sender or receiver. Client agrees to bear the risk of these events and agrees to hold Corpay harmless from acting or failing to act on any and all electronic communications purporting to be sent by Client.
23.2.   Electronic Communication.
23.2.1.   To the extent permitted by law, Client consents to receive all required notices, disclosures, Confirmations, and statements in electronic form. Client's consent will remain in effect until withdrawn. Client may withdraw its consent through the submission of a request to CambridgeFXEnterpriseManagementGroup@fleetcor.com. The request to withdraw consent shall include Client's name, designated Corpay account number, and a clear message explicitly stating the desire to withdraw consent to electronic communication. Corpay reserves the right to terminate this Agreement upon the receipt of a request to withdraw consent to electronic communication.
23.2.2.   In order to ensure that Corpay is able to provide all required notices, disclosures, Confirmations, and statements electronically, Client covenants to notify Corpay of any changes to the email address stated on the account application.

24.   DISPUTE RESOLUTION
24.1.   The Parties will use their best efforts to resolve any disputes arising hereunder without formal litigation. If a dispute arises out of, or in connection with, this Agreement or the performance, validity or enforceability of it and the Parties do not resolve some or all of the dispute through normal internal discussions, then the Parties shall follow the procedure set out in this clause:
24.1.1.   At first instance, the matter in dispute will be escalated to the most senior officer within each Party; and
24.1.2.   At second instance, if the Parties do not resolve some or all of the issues in dispute within thirty (30) calendar days after the first day that the matter has been escalated at first instance, then the Parties agree to attempt to resolve the dispute through mediation, in accordance with the Terms of Mediation set out in this Agreement.
24.2.   The Parties agree that the representatives selected to participate at all instances in the dispute resolution process will have the authority required to settle the dispute, whether by virtue of the authority of their office, or by virtue of delegated authority.
24.3.   Any discussions between the Parties at the first and second instances shall be regarded as "without prejudice" for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.
24.4.   No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
24.5.   The Parties agree that Section 24 shall not prevent Corpay from seeking payment for unsettled Orders through the use of a collection agency duly registered in the relevant province or territory. Should recovery not be successful through the collection agency process, the Parties shall subsequently attorn to the process set out in this Section 24.

25.   TERMS OF MEDIATION
25.1.   Notice.
25.1.1.   If a dispute arises and the Parties do not resolve some or all of that dispute through first instance and second instance negotiations, as set out above, then the Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. To initiate the mediation either Party may promptly submit to the other Party a notice of intent to mediate. A copy of the notice should be sent to CEDR.
25.1.2.   This notice shall be in writing and shall specify the issues in dispute.
25.1.3.   The general notice provisions of this Agreement apply equally to the documents referred to in this Section.
25.2.   Selection of Mediator. The mediator can be chosen by joint agreement of the Parties, or if unable to agree within fourteen (14) calendar days of the date of delivery of the notice of intent to mediate, or if the Parties agree, by the CEDR.
25.3.   Schedule. The Parties shall jointly select a date for the mediation that is no later than ninety (90) calendar days from the date of the notice of intent to mediate.
25.4.   Location. The mediation shall be held in New York City, or such other location as the Parties agree.
25.5.   Exchange of information. The Parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be complete no later than fourteen (14) calendar days prior to the date set for the mediation.
25.6.   Costs. The Parties agree that they will each be responsible for their own costs of mediation, including travel. Fees and expenses of the mediator and all administrative costs of the mediation, if any, shall be shared equally by the Parties.
25.7.   Confidentiality. Any discussions between the Parties during the mediation shall be regarded as "without prejudice" for the purpose of settlement negotiations and shall

be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.
25.8.   Caucusing. The mediator is free to caucus with the Parties individually, as the mediator sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one Party during such caucusing may only be disclosed to the other Party with the former Party's express permission.
25.9.   Prohibition against Future Assistance. It is agreed that the mediator will neither represent nor testify on behalf of any of the Parties in any subsequent legal or administrative proceeding between the Parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the Parties.
25.10.   Termination. The mediation may be terminated by any means described in the CEDR Model Mediation Procedure.
25.11.   Mediator's Report. In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the Parties stating that no agreement was reached on some or all of the outstanding issues.
25.12.   Other Proceedings. No Party may commence any court proceedings in relation to any Dispute arising out of this Agreement until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

26.   GENERAL TERMS AND CONDITIONS.
26.1.   Third Parties. This Agreement is not intended to, and shall not, confer upon anyone, other than the Parties and their lawful successors or assigns, any legal or equitable rights, benefits, claims or remedies of any nature.
26.2.   No Waiver. Corpay's failure to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or remedies at a later time.
26.3.   Severability. If any provision of this Agreement shall be held to be unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in effect and shall be binding upon the Parties.
26.4.   Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Each of the Parties shall attorn to the jurisdiction of the Courts within the State of California having jurisdiction over the subject matter of this Agreement. The Parties agree that Los Angeles, California is a convenient forum to bring any action.
26.5.   Assignment. Client shall not assign this Agreement nor any rights or obligations hereunder without Corpay's written consent. If Corpay provides its written consent to any assignment of this Agreement, this Agreement shall be binding upon the successors, heirs, and assigns of Client.
26.6.   Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written. The terms of this Agreement may not be changed, modified or supplemented except by an instrument in writing agreed upon by both Parties.
26.7.   Changes to Agreement. Corpay reserves the right, in its sole discretion, to change, amend, or otherwise modify this Agreement at any time upon written notice to Client. Any changes, amendments, or modifications so conveyed to Client shall be effective from the date such change, amendment or modification goes into effect, unless otherwise stated.
26.8.   In light of the dispute resolution processes described in Sections 24-25 above, the parties agree:
26.8.1.   Subject to 26.8.2 below: CLIENT WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY AND ANY RIGHT

TO PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION.

26.8.2.   Client has the right, regarding each Order, to opt out of 26.8.1 applying to that Order, by opting out within 30 days after initiating that Order; to opt out Client must phone 1-(800) 374-8077, ext. 2255.

27.   EARLY RELEASE TERMS

27.1.   Corpay, in its sole and absolute discretion, may grant Client a Facility which includes an Early Release Period to enable fast tracking (through Corpay's "Fast Track Pay" or FTP program; depending on which US jurisdiction Client is based in, Client may not be eligible to use FTP) the release of funds on some Orders to certain Beneficiaries of Client. If that occurs, then such Early Release Period shall be subject to the following terms.

27.2.   "**Early Release Period**" is the period from when Corpay releases funds to a Beneficiary of an Order, continuing until Client's Payment to Corpay for that Order comes due.

27.3.   Each time an Order booked by Client is booked with an Early Release Period, that Order's Early Release Period shall be 7 OR 14 OR 21 OR 28 days (or such other amount of time as both parties agree to) in duration. Client can, where eligible, pick among these four choices at the time of booking the Order.

27.4.   Client authorizes Corpay to initiate an ACH debit from Client's depository account on the due date (i.e., the last day of the applicable Early Release Period; this is pushed instead to the first following Business Day if that last day is a non-business-day) with a value date equal to the first Business Day after the due date.

27.5.   This early release privilege is subject to some rules, including:

27.5.1.   The Payment Acceptance Limit, specified by Corpay for Client's Facility, sets the cumulative cap on early-released payments Client has not yet paid Corpay for. Thus, each Order that is in middle of its Early Release Period shall count against Client's Payment Acceptance Limit.

27.5.2.   In general, the early release privilege may not be used for any Derivative Contracts.

27.5.3.   If, for any reason, an ACH debit by Corpay as described above is returned (i.e., it 'bounces') whether because of non-sufficient funds ("**NSF**"), or any other reason:

27.5.3.1.   Client must promptly make Corpay whole with a make-up Payment, and Client must pay this by wire.

27.5.3.2.   If, within any rolling 6-month period, there are two or more returns, then Client's early release privilege shall be revoked for at least 6 months during which there must be no returns before Corpay will consider restoring the privilege.