



Country Addendum United States of America

EFFECTIVE JANUARY 1, 2025

INTRODUCTION

This *Country Addendum* (this “**U.S. Country Addendum**”) supplements the Bank’s *Master Terms of Business for Banking* and applies solely to Accounts maintained in the United States of America (“**U.S.**”) and to Services provided in connection with such U.S. Accounts, regardless of the locations where Services are executed or performed. Capitalized terms used in this U.S. Country Addendum, and not otherwise defined, shall have the meanings set forth in the Master Terms of Business for Banking. By using an Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by, the Master Terms of Business and this U.S. Country Addendum, each as may be amended or supplemented from time to time. The Bank may provide you with procedures, help screens, or user guides, either printed or online (collectively, “**User Guides**”), in connection with each Service.

I. ACCOUNTS AND SERVICES

Accounts with the Bank are not insured by the Federal Deposit Insurance Corporation (“FDIC”). This is true for your initial deposit and all future deposits maintained with the Bank. The Bank may require a minimum balance to open an Account. “**Business Day(s)**” are Monday through Friday, excluding U.S. federal holidays.

1. Foreign Currency Accounts

The Customer must maintain a U.S. dollar Account with the Bank before it can open a foreign currency Account. A foreign currency Account may be opened in various currencies, such as Japanese yen, European Union euro, Canadian dollar, Australian dollar, British pound, Hong Kong dollar, and New Zealand dollar. Please ask your relationship manager about the availability of other currencies. Foreign currency Accounts are non-interest-bearing. All fees associated with the foreign currency Account will be deducted in U.S. dollars from the Customer’s U.S. dollar Account with the Bank.

There is an element of risk associated with any foreign currency Account. The U.S. dollar value of a foreign currency Account may fluctuate and may be worth more or less than the original amount deposited in U.S. dollars. Conversion from U.S. dollars into any foreign currency, and vice versa, will be made at such exchange rate established by the Bank in its discretion at the time of the transaction. There are no check-writing privileges. Over-the-counter deposits or withdrawals from a foreign currency Account are not permissible.

2. Money Market Deposit Accounts

Money market deposit accounts are intended for stable balances and non-operational transactional volumes. As such, money market deposit accounts are limited to no more than 6 (six) withdrawals and/or transfers during each monthly statement cycle. If the Customer exceeds this limitation, the Bank may elect to reduce the deposit interest rate or convert the money market deposit account to another type of Account. As required by federal law, the Bank reserves the right to require seven (7) days advance written notice of an intended transfer or withdrawal of funds from a money market deposit account. We currently do not exercise this right and have not exercised it in the past. There are no check-writing privileges and enrollment in additional treasury management services offered by the Bank may be limited or not permitted. The Bank will not accept for deposit any checks, drafts and other financial instruments (each an "Item") and will return them.

3. Time Deposits

When the Customer opens a time deposit, it requests that the Bank place the funds for a specific term. The Customer must maintain a U.S. dollar Account with the Bank before the Customer may open a time deposit. The Bank will send the Customer a notice before the maturity date advising it to instruct the Bank as to the disposition of the time deposit. A time deposit is non-negotiable and cannot be transferred, sold, or exchanged.

Time deposits are offered with terms of ninety (90) days, one hundred eighty (180) days, or three hundred sixty-five (365) days and a minimum opening deposit of \$10,000. On an exception basis, time deposits with custom terms ranging from seven (7) days to three hundred sixty-five (365) days may be offered with a minimum opening deposit of \$100,000. Terms shorter than seven (7) days are not allowed. A term longer than one year is subject to prior arrangement.

At maturity, certain time deposits will automatically renew for a new term at the rate then in effect for Accounts of the same type, amount, and duration. If a time deposit is automatically renewable, the Customer will have ten (10) calendar days after the maturity date to change the term or add or withdraw funds without penalty. If the Bank elects not to permit the renewal of an automatically renewable time deposit, the Bank will notify the Customer in advance. Unless specifically stated otherwise, any bonus or special promotion that we are offering will not apply to automatically renewing time deposits. Time deposits that do not automatically renew will stop earning interest at maturity.

In the case of time deposits, the Customer agrees to keep funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals and additional deposits are not permitted. If the Customer wants to withdraw all or part of its principal, add funds, or change the term of a time deposit before its maturity date, the Bank will consider that as the Customer's direction to terminate the time deposit prior to maturity. If the Bank permits early termination, we may impose the greater of an early withdrawal penalty or break-funding fee. The early withdrawal penalty is equal to seven (7) days of interest for Accounts with a term of seven days, a penalty equal to all interest earned on the Account (with a minimum of seven days of interest) for Accounts with a maturity of eight (8) to thirty (30) days, and thirty (30) days of interest for Accounts with a maturity of thirty-one (31) days or more. The break-funding fee will equal the amount, if any, by which the amount of interest we would have to pay on a comparable deposit from the date of withdrawal to the maturity date exceeds the amount of interest that would have accrued over the remaining term of the time deposit. If the penalty or break-funding fee exceeds the amount of accrued interest, the Bank may deduct the penalty or fee from the principal balance.

4. Interest Rates

For Accounts which are interest-bearing, the Bank shall pay the Customer interest on the applicable credit balance in accordance with the terms, conditions, and rates established in connection therewith from time to time by the Bank for the type of Account, as further described below. Interest rates paid on Accounts are determined at the Bank's discretion and are based on market conditions and other business factors. Subject to the Bank's acceptance, the Customer may instruct the Bank to settle the interest for an interest-bearing Account to another Account it has with the Bank.

i. Interest-bearing Accounts (with the exception of time deposits). Interest rates and annual percentage yield on deposits can change as often as daily, at our discretion, without prior notice to you.

Due to market interest rate conditions, the rate applied by the Bank to Accounts may be negative, in which case the Customer may be required to make a negative rate payment, which the Bank shall also be entitled to collect by debiting the Account.

We offer two types of tiered-rate interest calculations. In one type, the entire ledger balance of your Account is subject to the interest rate we set for the balance tier of your end-of-day balance. We also offer a split-rate tier structure, in which different rates may apply to different balance tiers at the end of the day. For current rates, please contact your relationship manager.

Interest begins to accrue on the Business Day you make a deposit. Interest for your Interest on Checking (IOC) and money market deposit Accounts is calculated on either an actual/365-day basis (366 for leap years) or 360-day basis. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day. We offer both simple and compounding interest. For Accounts using the compounding method, interest is accrued and compounded daily. Interest may be credited daily, monthly, quarterly, or semi-annually. Interest is normally credited to the Account on the last day of each statement period.

We may, at our discretion, offer promotional interest rates that may be applied if an Account meets criteria mutually agreed on between yourself and the Bank.

The specific terms for the interest rate, tiered interest, and interest calculations will be made available to you before your Account is opened.

ii. Interest on Time Deposits. The interest rate and corresponding annual percentage yield for a time deposit are disclosed in the "Time Deposit Advice of Establishment" disclosure, which is provided by the Bank upon opening of the time deposit. Unless otherwise stated, you will be paid this interest rate through the maturity date shown on the advice.

Interest for a time deposit is calculated on an actual/360-day basis, using the simple (non-compounding) method. The accrued interest for a time deposit is settled at the end of the term with the exception of time deposits with interim interest payments; such time deposits settle pre-determined portions of interest within installment periods within the term.

5. Corporate Account Analysis

The account analysis Service allows you to offset account and cash management service charges that are indicated as analyzed charges on your account analysis statement with an "Earnings Credit" that is based on the balances you maintain with the Bank.

i. Earnings Credit. We determine your Earnings Credit each month by: (i) using the "Balance to Support Services" multiplied by the Earnings Credit Rate and (ii) then multiplying the result by the number of calendar days in the monthly billing period divided by the amount of days in the year (365 days/366 for leap years). We determine the Balance to Support Services each month by dividing the Monthly Aggregate Daily Balance by the actual number of days in the billing month less the Analysis Adjustment. The Monthly Aggregate Daily Balance is derived by summarizing the end-of-day ledger balance for each Account for each business day of the month. The Analysis Adjustment represents other costs to the Bank for maintaining and supporting your Account (including, but not limited to, any reserve associated with your deposits).

If you have several analyzed Accounts, you may link your Accounts into a single group (“**Linked Accounts**”). If more than one Account is linked, one Account will be designated by the Customer as the “**Chargeable Account**”, and the owner of the Chargeable Account will be responsible to the Bank for all monthly charges from the Linked Accounts. Ownership of Linked Accounts may differ from the owner of the Chargeable Account. Please consult with your business or tax advisors regarding whether the linking of Accounts is appropriate for you before you establish such link.

ii. Use of Earnings Credit. Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset charges that are subject to analysis and that are incurred during the period covered by analysis. Unless we agree otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods. If Earnings Credit is insufficient to cover service charges during any period, we will charge the difference to your Account. If you have several analyzed accounts, you can designate which Account should be charged. We may stop calculating Earnings Credit and applying it against service charges for any analyzed Account that becomes inactive (i.e., has no deposits or withdrawals for twelve (12) months). Your relationship manager can give you an estimate of the balances that may be needed to compensate for the type and volume of Services that you use. The actual amount may vary, however, due to changes in the Earnings Credit Rate, service charges, the Services used, or other aspects of analysis. We do not calculate an Earnings Credit for Accounts that are not linked to the Service or allow Earnings Credit to offset charges against unanalyzed Accounts. The Earnings Credit Rate is subject to change from time to time without prior notice. Current rate and service charge information is available from your relationship manager. We will charge your Account (or Chargeable Account for Linked Accounts) for the amount due within 30 days after the end of the settlement period. If you are invoiced, we will send an invoice for the amount due within 30 days after the end of the settlement period. You agree either to have your Account charged by us or to pay the invoice upon receipt.

iii. Third-Party Funds. If you deposit funds that belong to others (“**beneficial owners**”) in an analyzed Account, you represent to us that: (a) you are authorized by the beneficial owners to benefit from the use of any associated Earnings Credit, and (b) your use of the Earnings Credit will not violate any contract, law, or regulation.

II. OPERATIONS AND ACCOUNT ACTIVITY

1. Deposits

i. Verification; Adjustments. Credits for all deposits are subject to verification. Items deposited into an Account are subject to the Bank’s collection of final payment thereon. The Bank reserves the right to make adjustments to the Account for any errors, including errors occurring during processing or otherwise. If we receive a deposit that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any Account you maintain with us. We do not allow cash deposits, nor do we allow deposits of Items drawn on foreign banks or denominated in foreign currencies, and the Bank may charge a fee for their return. We may refuse to accept a deposit or an addition to an Account, limit its size, or return all or part of it to you. The Bank may accept Items payable to the Customer for deposit from any source, without questioning the authority of the person making the deposit.

ii. Endorsements. Federal regulations provide that the top 1½ inches on the back of an Item (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse an Item in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement that is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage that occurs as a result. The Bank is not legally bound by any conditional or restrictive endorsement on any Item that the Customer deposits. Notwithstanding the foregoing, if you deposit an Item at the Bank via our Remote Deposit Service, you agree (i) to mark such Item with the restrictive endorsement of “For Remote Deposit at MUFG Bank, Ltd. Only” and (ii) to indemnify the Bank for any loss or claim arising from your failure to do so and any subsequent presentment of such Item or a substitute check thereof to another bank for deposit.

iii. Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and all other collecting and paying banks that the Item is properly encoded. The Customer will be liable for any loss related to any encoding error, including any loss due to delay in processing caused by the encoding error.

iv. Return or Chargeback. If we are notified that an Item you deposited is being returned unpaid, we may attempt to re-clear the Item, place a hold on the funds in question, or charge your Account for the amount (and any interest earned on it), whether or not the return or notice of nonpayment is proper or timely. If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an Item deposited to your Account is forged, that the Item contains an alteration, or that there has been a breach of warranty in connection with any Item, we may charge the Item back against your Account or place a hold on the funds pending an investigation, without prior notice to you.

v. Substitute Checks. The Bank’s acceptance of substitute checks shall not obligate the Bank to accept such Items at a later time, and the Bank may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney’s fees that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check.

vi. Remotely Created Checks. If the Customer deposits a remotely created check (“**RCC**”), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person, on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer’s Account for any claim or return based upon an unauthorized RCC, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs, and expenses (including, without limitation, reasonable attorney’s fees) resulting directly or indirectly from any breach of the foregoing warranty.

vii. No Examination; No Obscuring; Accuracy of Check Information. We may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded Items, or checks lacking an encoded serial number. You acknowledge and agree that reasonable commercial standards and general banking usage do not require the Bank to examine Items when taking the same for processing for collection or payment by automated means. You agree not to issue checks with features or marks that obscure, alter, or impair information on the front or back of a check, or that otherwise prevent us or another bank from capturing such information during automated check processing. The Customer is responsible for verifying the accuracy of all information shown on its Items and deposit tickets. The Bank is not liable for losses resulting from incorrectly printed checks or deposit tickets. If the Customer arranges for the printing of its own checks, the form, encoding, and format of the checks must follow the Bank’s check specification requirements. The name(s) printed on Customer’s checks must match with the name(s) in the Bank’s account records.

viii. Collection Basis Processing. The Bank may impose a fee in connection with sending and receiving Items for collection.

2. Payment of Items

i. Discrepancies. If there is a discrepancy in an Item, as between the amount in numbers and the amount in words, we may rely on either the numbers or the words in paying the Item, or we may dishonor the Item, in either case without liability to us.

ii. Post-Dated Items; Stale Items. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payments of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item, and the Bank is not required to comply with any such condition, restriction, or legend. The Bank may pay or reject an Item that is presented to the Bank for payment more than six (6) months after its date (a “**stale-dated check**”), even if the presentation occurs after the expiration of a stop payment order. You agree that we are not required to identify stale-dated checks or to seek your permission to pay them.

iii. Fraud or Forgery Prevention.

a. The Bank provides Services to which the Customer may subscribe which are reasonably designed to detect and/or deter check fraud and reduce the likelihood that a fraudulent, unauthorized, counterfeit, or altered Item will be paid. The Customer is strongly encouraged to use such Services. The Customer agrees that failure to use fraud prevention Services will constitute the Customer’s negligence contributing to the making of an unauthorized signature or payments of an altered Item, and the Customer assumes the risk that Items presented for payment against its Account may be forged or altered. The Customer will be precluded from asserting (and the Bank may deny) any claims against the Bank for paying any unauthorized, altered, counterfeit, or other fraudulent Item that such fraud prevention Service was designed to detect or deter, and the Bank shall have no liability for paying such Items to the extent the Service would have prevented such loss.

b. The Customer agrees to safeguard blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If the Customer’s checks are lost or stolen, the Customer agrees to notify the Bank immediately.

c. If you experience possible fraudulent activity on your Account, the Bank may require you, and the Bank reserves the right, to close an Account and transfer the balance to a new Account. In such a case, all checks written but not yet paid may be returned to payees as “Account Closed” or “Refer to Maker.” The Customer will be responsible for issuing any replacement checks. After experiencing fraud on your Account, if you and the Bank agree to keep the Account open without any fraud prevention products, you agree to indemnify, hold harmless, and release the Bank from all liability for future fraudulent Items on the Account.

iv. Processing Outgoing Items. All Items written on Customer’s Account must be drawn in U.S. dollars. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank’s usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the item is presented, certified, or accepted, or at such earlier time when the Bank received notice by electronic or other means that an Item drawn on an Account has been deposited for collection.

v. Signatures of Authorized Individuals. You agree that signatures by your Authorized Individuals are valid, even if the principal-agent relationship is not indicated on the Item.

vi. Photocopies. If a photocopy of an Item that appears to be drawn on your Account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original Item has been lost or destroyed. We will not incur any liability in the event the original Item is later presented to and paid by us, unless a stop payment order is in effect for the Item.

3. ACH

Automated Clearing House (“**ACH**”) entries are subject to the National Automated Clearing House Association Rules (“Nacha Rules”) and Applicable Law. Credit given by the Bank to the Customer for an ACH credit entry is provisional until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account without prior notice to the Customer, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of the entry. The Bank shall not be obligated to notify the Customer of the receipt of an ACH entry for credit or debit to an Account.

You acknowledge that if an International ACH Transaction (“**IAT**”) Entry made to your Account is identified by us as part of an IAT transaction, settlement of the Entry may be delayed or suspended pending our review of the transaction for compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”). We may place an indefinite hold on the funds in question if we believe in our sole discretion that the OFAC regulations require its termination or blocking. If an IAT Entry is delayed or terminated, we will provide you with such notice as may be required by the Nacha Rules and Applicable Law. We will not be liable for any failure or delay by a gateway operator or other financial institution in processing or failing to process any IAT Entry.

4. Stop Payments

Any Authorized Individuals on your Account may request us to stop payment on an Item or transaction. The Bank will not be liable for paying an Item or transaction over a stop payment order if such order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner that affords us a reasonable opportunity to act upon them. Stop payment orders are valid for twelve months. The Bank may charge a fee for each stop payment order.

5. Order of Postings

The Bank’s order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by the Bank or has become final, the order in which it presented, the amount, system availability, the potential risk of loss to the Bank, and the type of transaction in question, among other variables. We generally process previously authorized transactions, such as wires, Bank fees, and ACH debits, before we pay your Items. We always reserve the right to post transactions that are payable to us first and we may post any transaction earlier or later in the process than indicated. As such, you should take steps to ensure that your Account has sufficient funds to cover each of your transactions and our fees. Please note that the process described herein may change from time to time, without prior notice to you.

6. Inactive Accounts

The Bank may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction’s authorization. Service charges for “inactive” Accounts are the same as service charges for “active” Accounts. Charges are not reimbursed for inactive Accounts that are later reclassified as “active.” We may escheat your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us in writing regarding your Account within the time period specified by state law. We may impose a fee for sending a dormant account notice.

III. FUNDS TRANSFER INSTRUCTIONS

1. Rejection of Funds Transfers

The Bank reserves the right to reject any incoming funds transfer to your Account if we have reason to believe the transfer may be unlawful or may present an unreasonable risk of loss or liability to the Bank. We also may reject any payment order: (i) that fails to comply with this agreement or any agreed upon security procedures; (ii) if you lack sufficient available funds for the transfer; or (iii) if the transfer would cause us to exceed any legal, regulatory payment system, or government policy limitation or guideline.

2. Drawdown Wires

If you participate in our inbound drawdown wire Service, you authorize us to honor the drawdown funds transfer requests described in your authorization. We will have no duty to question the authority of the financial institution requesting funds from your Account, regardless of the past history of transfers. If you participate in our outbound drawdown wire Service, we will send a drawdown request for funds to the financial institution you designate for the amount indicated in your request. You represent to us that you are authorized by the owner of the account identified in your request to withdraw funds from its account in this manner. You assume full responsibility for all drawdown wires, whether or not the requests are authorized or include incorrect information.

IV. AUTHORIZED INDIVIDUALS

1. Multiple Signatures

If the Customer requests the establishment of an Account with a process that purports to require two or more signatures on (i) Items drawn on Accounts, or (ii) funds transfer instructions, the Customer acknowledges and agrees that any such requirements are solely for Customer's own internal control purposes and are not binding on the Bank. The Bank shall have no obligation and/or duty to enforce multiple signature requirements for Customer's Account and/or Services, and the Bank shall have no duty to verify that two or more (or any combination) of Authorized Individuals have approved a transaction.

2. Facsimile Signatures

You agree to assume full responsibility for any reliance by us upon facsimile signatures (including computer-generated signatures) if the actual or purported facsimile signature (without regard to variation in color and size), regardless of how or by whom affixed, resembles the signature specimens on file with the Bank.

3. Third Party Access

The Customer may request that the Bank permit a third-party entity to have access to an Account by submitting an authorization form in a format acceptable to the Bank (such party designated in such form will be referred to as a "Third Party"). Subject to the Bank's review and approval of the Third Party, the Customer may grant access to individuals from said Third Party. The Bank may act upon any instruction issued in the name of the Third Party, and such person shall be deemed to be an Authorized Individual with respect to the use of the Accounts and the giving of instructions with respect to the Accounts. Any instruction that the Bank receives from the Third Party, the authenticity of which has been verified through security procedures agreed upon between the Bank and the Customer, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an instruction given on behalf of the Customer.

V. INTEREST, FEES, TAXES, AND OTHER CHARGES

1. Obligation to Examine Billing Statements

If your Account is set up to receive a periodic billing statement, the Customer is responsible for: (a) ensuring that an Authorized Individual promptly and carefully examines each of the same and (b) reporting any billing-related error, discrepancy, or irregularity (each, a "Billing Error") to the Bank in writing within a reasonable period not to exceed sixty (60) calendar days from the date such billing statement is made available to the Customer. If the Customer fails to comply with the notice requirements set forth above, the Bank shall not be required to reimburse the Customer for any Billing Error, and the Customer shall be barred from bringing any action against the Bank relating to a Billing Error.

VI. ACCOUNT STATEMENTS

1. Obligation to Examine Account Statements and Item Images and Report Fraud

The Customer agrees to (a) promptly and carefully examine each Account Statement and each Item image after the same are made available to the Customer so as to discover any error, discrepancy, or irregularity, including, without limitation, any unauthorized, altered, counterfeit, or other fraudulent Item or any unauthorized funds transfer activity and (b) promptly notify the Bank of any of the same within a reasonable period not to exceed sixty (60) calendar days (or such shorter period as may be set forth by law, regulation, or rule [for example, with respect to fraud by the same wrongdoer]) of the date an Account Statement or image of an Item is made available to the Customer. If the Customer fails to comply with the notice requirements set forth above, the Bank shall not be required to reimburse the Customer for any losses, and the Customer shall be precluded from asserting any claim and barred from bringing any action against the Bank relating to any transaction or other account activity described in the applicable Account Statement or with respect to such Item. The timeframe set forth in the claim preclusion provisions of this section shall not affect any other claim preclusion provision set forth in the Master Terms of Business or this U.S. Country Addendum (for example, the provisions set forth in Section II(2)(iii) of this U.S. Country Addendum) that may otherwise earlier preclude a claim.

2. Item Images

Upon your request, images of Items paid will be sent to you each month with your Account Statement. A fee may apply. Originals of such Items will not be returned to you. Additionally, if you use our Controlled Disbursement Service, you may access your Item images via the MUFG Check Manager web portal (or any successor Service thereto) or file transmission, as selected. If you do not sign up for one of the Services referenced in this section or any other that may make available an Image item: (a) you shall be deemed to have requested and instructed the Bank to hold images of Items, (b) such request and instruction shall have no effect on your duty to exercise reasonable care and promptness to examine the Items to discover any unauthorized, altered, counterfeit, or other fraudulent Item and notify the Bank of the same, and (c) the notice time period set forth in **Section VI(1)** of this U.S. Country Addendum (or such shorter period as may be set forth by law, regulation, or rule) shall be deemed to commence on the date that such Item image would have been available to you if you had signed up for one of the Services that makes available Item images. Subject to the Bank's internal records retention policy on Item images, you can obtain copies of Items by sending us a written request, and a fee may apply.

3. Information Services

You may subscribe to the Bank's reporting and information Services to obtain balance, transaction, and other Account information. Since certain information and transactions are not processed by us until after the close of our Business Day, some transactions may not be reflected in the system until the next Business Day. You acknowledge that data and information may be periodically updated and adjusted. We will not be responsible for determining the accuracy, timeliness, or completeness of any information that you, your agents, or others provide to us. We are not responsible for the manner in which you use any information provided or made available to you through a Service. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. If you subscribe to the Controlled Disbursement, Lockbox, or Remote Deposit Services, you may view images of the processed Items available on MUFG Check Manager (or any successor Service thereto) via MUFG Exchange (or any successor Service thereto). The Services referenced in this section shall be subject to the terms of a separate Supplement.

VII. REPRESENTATIONS AND WARRANTIES; ADDITIONAL OBLIGATIONS; COMPLIANCE WITH RELEVANT LAW

1. Additional Representations and Warranties

The Customer hereby represents and warrants that: (i) no Relevant Person is (A) located, organized, domiciled, or resident in a Sanctioned Country or (B) otherwise a Sanctioned Person; and (ii) each Relevant Person shall comply with Relevant Law in connection with use of the Account(s) and Service(s). The Customer agrees to promptly notify the Bank if any such representation becomes untrue. The Customer further agrees not to access Account(s) from a Sanctioned Country, and not to use or permit the use of Account(s) and Service(s) in connection with any transaction that violates, or that has the purpose of evading, Relevant Law. If the Bank in its sole discretion is uncertain regarding the legality of any transaction, the Bank may refuse the transaction or freeze the funds in question while we investigate the matter.

"Relevant Law" means U.S. Sanctions and all laws, statutes, rules, regulations, orders, ordinances, or other authorities of governments, governmental authorities, regulatory authorities, or supervisors applicable to the Customer or the Customer's Account(s), transactions, or related third-party transactions related to bribery, corruption, money laundering, fraud, or the funding of terrorist activities, including, without limitation, the Bank Secrecy Act, the USA PATRIOT Act, the U.S. Foreign Corrupt Practices Act of 1977, and the U.K. Bribery Act 2010.

"Sanctioned Country", for the purposes of this U.S. Country Addendum, includes a country or territory that is targeted by country-wide, territory-wide U.S. Sanctions.

"Sanctioned Person", for the purposes of this U.S. Country Addendum, includes an individual or entity with whom a U.S. citizen, U.S. permanent resident, entity organized under the laws of the U.S., or person in the U.S. is prohibited or restricted by U.S. Sanctions from engaging in trade, business, or other activities.

"U.S. Sanctions" means all laws, statutes, rules, regulations, orders, ordinances, or other authorities issued, promulgated, administered, or enforced from time to time by any U.S. governmental authority (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury) with respect to financial and economic sanctions or trade controls.

2. Internet Gambling

The Bank strictly prohibits the use of any Account to conduct transactions that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith.

3. Customer Identification

U.S. federal law requires us to obtain, verify, record, and retain information that identifies each person who opens an Account. What this means for you: when you apply for an Account, and periodically for account maintenance, we will ask for your name, address, and other information and identifying documents that will allow us to identify you. We may also ask for information regarding any Authorized Individual or signatory on an Account, including, but not limited to, asking to see a driver's license or other identifying documents.

4. Additional Customer Covenants on Fraud

You agree that you shall: (a) seek the advice of your own security professionals with respect to securing your information technology systems and protecting yourself against security threats such as phishing, smishing, business email compromise (a scheme in which a fraudster may trick you into issuing funds transfer instructions by impersonating via e-mail one of your executives, other employees, vendors, or other persons), and similar frauds; (b) have robust appropriate internal payment and information technology controls in place to avoid the same; and (c) periodically educate your executives and other employees, including, without limitation, Authorized Individuals, as to such frauds.

VIII. GOVERNING LAW; DISPUTE RESOLUTION

1. Governing Law

Accounts and Services are subject to applicable Federal Reserve Bank, clearinghouse, and association rules, and the Uniform Commercial Code as in effect from time to time in the State of New York. You agree that we do not have to notify you of a change in those rules, except to the extent required by law. The rights and obligations of the Customer and the Bank in respect of each Service and Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules).

2. Venue

Except as set forth within the Master Terms of Business, each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any state or federal court in the County of New York in the State of New York over any action, suit, proceeding, claim, or controversy arising out of the Master Terms of Business as supplemented by this U.S. Country Addendum.

3. Waiver of Jury Trial

If your Account is not maintained in California, you and we each waive our respective rights to a trial before a jury in connection with disputes related to the Master Terms of Business, your Account, or Services, to the greatest extent permitted by law. This waiver shall not apply if, at the time an action is brought, your Account is maintained in a state where a jury trial waiver is not permitted by law.

4. Dispute Resolution in California

Notwithstanding [Section VIII\(2\)](#) above, if your Account is maintained at a branch in California and a dispute involving \$25,000 or more (including all claims of all parties) arises between us with respect to the Account, the Master Terms of Business (as supplemented by this U.S. Country Addendum), its enforcement, or Services, either of us may require that the dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. The costs of the reference procedure, including the fee for the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear all pretrial and post-trial matters, including requests for equitable relief; prepare an award with written findings of fact and conclusions of law; and apportion costs as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced, and all parties shall have full rights of appeal.

5. Limitation of Claims

Unless otherwise required by law or a shorter time period is set forth elsewhere in the Master Terms of Business or this U.S. Country Addendum, any action or proceeding by you to enforce an obligation, duty, or right arising under the Master Terms of Business, or by law with respect to your Account or any Service must be commenced no later than one (1) year after the day the cause of action accrues.

IX. ADDITIONAL TERMS

1. Withholding of Income Tax

Unless you are exempt under U.S. federal law, we are required to withhold a portion of your taxable interest and certain other payments (referred to as "backup withholding") if: (1) you fail to supply us, under penalty of perjury, with your correct taxpayer identification number ("**TIN**"); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding. We may report interest and other payments made to you by the Bank to the Internal Revenue Service ("**IRS**") along with your TIN.

We may refuse to open, and we may close, any Account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish their TIN and indicate on the signature card that they are exempt.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., Form W-8BEN). Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

2. Legal Process

The Bank may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena (criminal or civil), warrant, or other U.S. legal process received in connection with the Customer or its Accounts. The Customer agrees to reimburse the Bank for any cost or expense, including reasonable attorney fees that the Bank incurs in responding to legal process related to you or your Accounts. The Bank reserves the right to debit your Account for such amounts. You acknowledge that Accounts opened with trust or fiduciary designations (e.g. "XYZ, Inc. Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

3. Business Purpose

You agree you will only use your Account for business purposes and not for any personal, household, or family purpose.

4. Termination

The Bank shall have a reasonable opportunity to act upon a termination request. The Bank shall not be precluded from completing a request or instruction related to a transaction that is received prior to a termination request based on receipt of such termination request.

U.S. FUNDS AVAILABILITY SCHEDULE

Your Ability to Withdraw Funds

Our policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit

The length of the delay is counted in Business Day(s) from the day of your deposit. Every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. local time for Chicago or New York branch deposits (2:00 p.m. local time for Los Angeles branch deposits) on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a later time or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The length of the delay varies depending on the type of deposit as explained below.

Same Day Availability

Funds from electronic direct deposits and wires to your Account will be available on the date we receive the deposit.

Next Day Availability

Funds from the following check deposits are available on the first Business Day after the day of your deposit:

- U.S. Treasury checks that are payable to you;
- Checks drawn on a U.S. Branch of MUFG Bank, Ltd.

You may request next Business Day availability on the following deposits; otherwise, funds from these deposits will be available on the second Business Day after we receive your deposit.

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

Other Check Deposits

The first \$225 from the aggregate deposit amount of other checks will be available on the first Business Day after the day of your deposit. The remaining funds will be available on the second Business Day after the day of deposit. For example, if you deposit \$1,000 in checks on Monday, \$225 will be available on Tuesday, and the remaining \$775 will be available for withdrawal on Wednesday.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first thirty (30) days your Account is open.

Funds from electronic direct deposits to your Account and funds from deposits of wire transfers will be available on the day we receive the deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit and the first \$5,525 will not be available until the second Business Day after the day of your deposit.

Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

QUESTIONS OR COMMENTS

If you have any questions or comments, you may call or write to us at:

For New York
1251 Avenue of the Americas
New York, NY 10020

For California
555 South Flower Street, Suite 2100
Los Angeles, CA 90071

For Illinois
227 W. Monroe Street, Suite 1550
Chicago, IL 60606