

CFSB / CURRENCY CLOUD FUNDS TRANSFER SERVICE TERMS OF USE

These CFSB/CC Terms of Use, including the Schedules, govern your use of the USD Top-Up Service provided by the Bank and administered by TCCI, and constitute the legal relationship between you and, the Bank, and TCCI. TCCI is a wholly owned subsidiary of The Currency Cloud Group Limited (“Currency Cloud”).

Capitalized terms in these Terms of Use are defined in the Schedule entitled “[Definitions - Terms of Use](#)” which is located at the end of these Terms of Use.

You are advised to print or download and keep a copy of the CFSB/CC Terms of Use (including the Definitions - Terms of Use) for future reference.

PLEASE REVIEW THESE CFSB/CC TERMS OF USE CAREFULLY. THEY INCLUDE IMPORTANT TERMS, INCLUDING PROVISIONS REQUIRING ARBITRATION IN THE EVENT OF DISPUTES AND THE WAIVING OF YOUR RIGHT TO A JURY TRIAL (EACH AS SET OUT MORE FULLY IN SECTION 11 BELOW). BY ACCESSING OR USING ANY OF THE SERVICES DESCRIBED IN THESE CFSB/CC TERMS OF USE, YOU ARE AGREEING TO BE BOUND BY THESE CFSB/CC TERMS OF USE. PLEASE DO NOT USE THE USD TOP-UP SERVICE IF YOU DO NOT ACCEPT THESE CFSB/CC TERMS OF USE. THESE CFSB/CC TERMS OF USE ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US AND IT IS IMPORTANT THAT YOU TAKE THE TIME TO UNDERSTAND THESE TERMS.

1. OVERVIEW AND ROLE OF THE PARTIES.

1.1 Currency Cloud provides cross border payment and currency conversion services. To use the full array of Currency Cloud’s services, you must first establish a Global Account with Currency Cloud.

1.2 The Bank is a federally insured financial institution chartered under United States federal law and an Originating Depository Financial Institution. To effect the transfer of funds, you are responsible for transmitting funds directly to the Bank in USD.

1.3 The USD Top-Up Service, as governed by these CFSB/CC Terms, is provided by the Bank. TCCI provides services to the Bank in connection with the USD Top-Up Service, including the supply of marketing and administrative services on behalf of and under the oversight of the Bank.

1.4 These CFSB/CC Terms of Use set forth the terms and conditions governing your use of the USD Top-Up Service as offered by CFSB.

1.5 If you have been introduced to the USD Top-Up Service by an Introducer, then the Introducer may provide the first level of customer service and perform other functions necessary and appropriate to support the provision of the USD Top-Up Service, pursuant to a separate agreement between the Introducer and TCCI. You are not a third-party beneficiary of that separate agreement between the Introducer and TCCI.

2. OWNERSHIP AND USE OF THE USD TOP-UP SERVICE

2.1 Security. It is your responsibility to ensure that the USD Top-Up Service and your Global Account are accessed only by you or your Authorized Persons and that you, including your Authorized Persons, employees and agents, keep your login details, passwords, user credentials, or other security features associated with your access safe and secure. If you have any knowledge or any suspicion that any of these security features have been stolen, misappropriated, improperly disclosed to a third party or used without authorization or otherwise compromised you must contact Client Support immediately. We agree that we shall use industry standard practices to ensure that the USD Top-Up Service and the Global Account are kept secure and will inform you promptly of any attempted hack or unauthorised access to the Global Account.

2.2 Suspension of Access. The Bank, and TCCI acting on behalf of the Bank, is entitled to suspend your or your Authorized Persons’ access to the USD Top-Up Service and/or otherwise restrict functionality if you are in breach of these terms. In all such cases we will, to the extent permitted under applicable laws, provide you with reasonable notice in advance of taking these steps. However, we may suspend your or your Authorized Persons’ access to the USD Top-Up Service and/or otherwise restrict functionality without notice if you are using your Global Account or the USD Top-Up Service in a manner that could cause

us legal liability or disrupt other users' ability to access and use the USD Top-Up Service or if any of the events set out in Section 10.3 occur. Any suspension or restriction shall continue for such a period as we shall reasonably determine to be necessary.

2.3 Authorized Persons. We are authorized and entitled to rely upon, and act in accordance with, any instruction which may from time to time be, or purport to be, given by Authorized Persons. If you have been introduced to the USD Top-Up Service by an Introducer, then your Introducer shall be an Authorized Person and shall act as your agent for the purposes of your using the USD Top-Up Service unless you have informed us in writing that you have agreed otherwise with the Introducer. In the event that an Introducer does not act as an Authorized Person or ceases to act as an Authorized Person, you are required to inform us of this immediately.

2.4 Equipment. You must provide and/or obtain any equipment or telecommunications lines and links that may be necessary for you to use the USD Top-Up Service and you acknowledge that certain software and equipment used by you may not be capable of supporting certain features of the USD Top-Up Service. For the avoidance of doubt, we are not responsible for providing you with any equipment or telecommunications lines and links that may be necessary for you to use the USD Top-Up Service.

2.5 Principal Only. You hereby (i) confirm, represent and warrant to us at all times that you are acting either on your own account or, where applicable, for the benefit of your Customer, and not on behalf of any other person, and (ii) acknowledge that we shall not be a principal to any transaction or be responsible for or otherwise guarantee the performance of any transaction entered into by you with an Customer.

2.6 Customer Responsibilities. The Bank and TCCI shall not treat your Customers as Bank or TCCI clients, respectively, for the purposes of providing the USD Top-Up Service. You are solely responsible and liable for all acts and omissions of your Customers, including, all sales, marketing, promotional, training, trade execution and account management activities in relation to Customers.

3. DATA PROTECTION

3.1 Personal Data. By asking us to provide you with the USD Top-Up Service you will be providing us with information that may include Personal Data. We may collect, store and process your Personal Data in accordance with applicable law. We will implement appropriate technical and organizational security measures to protect any Personal Data provided by you. We will use any Personal Data solely to the extent

necessary to allow us to provide you with the USD Top-Up Service, to assess our risks in doing so, and to comply with applicable law and regulations, including in respect of KYC/CDD requirements. You agree that we may send Personal Data to our Affiliates provided that: (a) we implement an adequate mechanism for such data transfers as required by applicable law; and (b) we ensure that the receiving Affiliates are under substantially similar data protection obligations as set out in this Section 3 of these CFSB/CC Terms of Use.

3.2 Identity. We may conduct searches through an identity-referencing agency and through other sources of information and use scoring methods both to allow us to provide you with the USD Top-Up Service and to assess our risks in doing so, including credit standing and compliance with all KYC/CDD requirements. A record of this process will be kept and may be used to allow our Affiliates to similarly provide you with services and to assess our risks in doing so. Information may also be passed to other organisations or persons to prevent fraud. Additionally, information may be passed to governmental, regulatory or judicial organizations to prevent fraud or financial crime where we consider it appropriate.

3.3 Privacy Policy. Details on how we collect, use and share Personal Data, and the steps we take to protect Personal Data are set out in the Bank's Privacy Policy, available at <http://www.cfsb.com/privacy/>. By accepting these CFSB/CC Terms of Use, you also agree to the terms of the Bank's Privacy Policy. You should print and keep a copy of the Privacy Policy together with these CFSB/CC Terms of Use. In the event of any conflict or inconsistency between the Privacy Policy and these CFSB/CC Terms of Use, the CFSB/CC Terms of Use shall prevail.

3.4 Data Lawfully Obtained. You confirm to us that all Personal Data which you or any of your officers, employees, agents or sub-contractors supply to us at any time has been lawfully obtained and will be lawfully supplied to us in accordance with applicable privacy laws, and that all relevant consents have been obtained from your customers or an alternative legal ground for processing Personal Data has been relied on which enables us to process the Personal Data as envisaged by these CFSB/CC Terms of Use.

3.5 Responsibility for Data. You are solely responsible for (i) the content, quality, accuracy and completeness of Customer data, including Personal Data and KYC/CDD information, and (ii) any other data transmitted by You or on your behalf via or in connection with the use of the USD Top-Up Service.

4. ELIGIBILITY AND REGISTRATION.

4.1 Our Acceptance of You as a Client. Our obligations under these CFSB/CC Terms of Use are conditional upon our acceptance of you as a client which is at our sole discretion. We reserve the right to decline to provide the USD Top-Up Service for you without specifying a reason. You acknowledge that all regulatory requirements need to be met before any services are provided by us. Before we agree to provide the USD Top-Up Service to you and at all times during the term of your Commercial Agreement, you agree to co-operate with us and provide any information and documents and do all such acts we require (i) by law, regulation or according to our internal policies, (ii) to comply with requests of local and foreign regulatory, governmental and law enforcement authorities, (iii) to check your identity, your activities, and your objectives, and (iv) to explain the reasons for the (intended) use of the USD Top-Up Service, the origin of funds used for a service or transaction, and the economic nature of (the use of) a service or transaction. You hereby agree to promptly notify us in writing of any change in Client information and will provide us with any further information which is required from time to time for the purposes of our general policies or the provision of the USD Top-Up Service. For the avoidance of doubt, the USD Top-Up Service shall not commence until we have completed our compliance checks and you and/or your Introducer have agreed to be bound by the terms of a commercial agreement and these CFSB/CC Terms of Use.

4.2 Multiple Registrations. Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and terminate your continued use of the USD Top-Up Service without notification to you.

4.3 Your Representations and Warranties. You represent and warrant that:

(a) You have full authority to enter into and comply with these CFSB/CC Terms of Use;

(b) You are engaging in business in the United States and you hold a USD bank account in your name and over which you exercise legal authority and control that will be the source of funds for funds transfers to your Global Account through the USD Top-Up Service;

(c) You intend to and will use the USD Top-Up Service solely for business purposes and understand that any consumer (personal, family or household) use, whether on your own behalf or on behalf of others, is prohibited;

(d) You are not violating any laws, regulations or terms of any contracts (including any applicable terms of use or terms of service related to your business activity in the United States) by registering with us,

entering into a Commercial Agreement, or by otherwise using the USD Top-Up Service;

(e) You are not an agent acting for an undisclosed principal or third party beneficiary. In the event that you are acting for a third party, you agree to provide us with certified copies of identification evidence of such authorizations that you have received from the third party and obtain our express approval before acting on that third party's behalf;

(f) You consent to having your, and to the extent relevant, your authorized signatory's, details including confidential personal information and financial information, collected by us or by the Introducer and provided and used by us for the purpose of the provision of the USD Top-Up Service to you.

(g) You are fully aware that the USD Top-Up Service is operated by the Bank at the Bank's direction and subject to the Bank's rules and procedures, and that TCCI is operating as a service provider to the Bank.

(h) All information provided by you as part of your registration and use of the USD Top-Up Service is accurate and complete, and you undertake to promptly notify Us and/or the Introducer, if applicable, of any changes to such information; and

(i) You will inform us, and/or the Introducer if applicable if your contact details change. We will use those contact details to contact you wherever required under this Agreement or in connection with the USD Top-Up Service. You may update your contact details at any time by contacting customer support, which may be provided by the Introducer.

4.4 Our Representations and Warranties. We hereby represent and warrant to you that (i) we will comply with these CFSB/CC Terms of Use and all applicable laws, rules and regulations regarding your use of the USD Top-Up Service; (ii) the USD Top-Up Service when used in accordance with these CFSB/CC Terms of Use shall not infringe the intellectual property rights of any third party; (iii) we have full power and authority to enter into and comply with these CFSB/CC Terms of Use; (iv) we are compliant with all applicable laws in all jurisdictions in which we operate; (v) the USD Top-Up Service shall be provided by us using reasonable skill and care in accordance with good industry practice; and (v) we shall comply with your and your Authorized Persons' prior written instructions (including e-mail and instructions via our website) in relation to the USD Top-Up Service and activity in your Global Account.

4.5 Disclaimer of Warranties. IN PROVIDING THE USD TOP-UP SERVICE TO YOU, NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKE ANY WARRANTIES OR REPRESENTATIONS TO YOU WITH RESPECT TO THE USD TOP-UP SERVICE

EXCEPT AS EXPRESSLY SET OUT IN SECTION 4.4 ABOVE. WE HEREBY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. WE DISCLAIM ANY WARRANTY THAT THE USD TOP-UP SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

5. REGULATORY COMPLIANCE; UNLAWFUL USE

5.1 Identity Verification Process. To assist in the fight against money laundering and the funding of terrorism, we obtain, verify and record information that identifies each Client to whom services are provided. What this means for you when you use the USD Top-Up Service is that we will require you to provide information such as name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, and email address, and/or the name, address, U.S. Employer Identification Number (EIN) and incorporation number (to the extent such information may be available), and other information that will allow us to identify you (the "KYC Information"). KYC Information may also include, without limitation, your documents of incorporation and bylaws, as well as and where relevant, the U.S. passport, U.S. based driver's license, or other U.S. government issued photo identification document of your principals, key executives, beneficial owners and other authorized users of the Service. We, or others acting on our behalf, may also contact you with additional questions and periodically ask you to re-confirm these details. You are responsible for all KYC Information and/or customer due diligence requirements relating to your Customers.

5.2 Compliance with Office of Foreign Assets Control ("OFAC"), Other Sanctions, and Related Laws and Regulations. The Office of Foreign Asset Control of the United States Department of the Treasury ("OFAC") administers sanctions programs with which we must comply. This means that we may institute a hold on your account or your funds, if we determine that you, or any transaction we process on your behalf is or may be subject to such sanctions programs (as well as non-US sanctions programs).

5.3 Unlawful and Other Impermissible Use. You agree not to use the USD Top-Up Service for any unlawful activity, and we reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When

investigating any such activity, we reserve the right to institute a hold on your account or your funds, to report suspected unlawful activity to any appropriate regulatory or similar authority or person and to provide such authority or person any relevant information, including personal data.

More specifically, you are not allowed to use the USD Top-Up Service in connection with:

(a) the creation, facilitation, sale or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where you lack such a license;

(b) the creation, facilitation, sale or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in your jurisdiction;

(c) the creation, facilitation, sale or distribution of any material that promotes violence or hatred;

(d) the creation, facilitation, sale or distribution of adult content including, but not limited to, online dating or marriage services, pornographic services and goods, and adult entertainment related activities;

(e) the creation, facilitation, sale or distribution of goods or services that violate the intellectual property rights of a third party;

(f) the sale, distribution or exchange of crypto currencies;

(g) any Ponzi-scheme or pyramid selling;

(h) any gambling services you or your customer may provide;

(i) the facilitation, sale or distribution of firearms or other weapons, military or semi-military goods, military software or technologies, chemicals, prescription medications, seeds or plants, dietary supplements, alcoholic beverages, tobacco goods, jewels, precious metals or stones;

(j) any consumer (personal, family or household) use;

(k) bearer share corporations;

(l) non-US embassies, consulates and governments;

(m) non-US shell banks;

(n) telemarketing activities; or

(o) pouch activities, numbered or designated name accounts, parallel banking relationships or payable through accounts.

6. ELECTRONIC FORMAT

6.1 The USD Top-Up Service is an electronic commerce relationship. By subscribing to the USD Top-Up Service, you acknowledge and expressly agree that transmission of the Service Communications (as defined below), the CFSB/CC Terms of Use, and any document delivered to you in connection with the USD Top-Up Service shall be executed using electronic signatures, as applicable, and delivered in electronic format. Such electronic

documents shall suffice to bind the parties thereunder in the same manner as if an original document or signature had been delivered.

6.2 Unless otherwise required by applicable law, the following categories of information will be provided only by electronic means and not in paper format or through other non-electronic means: (i) these CFSB/CC Terms of Use and the Privacy Policy and any amendments, modifications or supplements to them; (ii) your records of instructions to send money effectuated through the USD Top-Up Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the USD Top-Up Service, including without limitation those that may be required by U.S. federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the USD Top-Up Service; and (v) any other communication related to us, the Introducer, or the USD Top-Up Service.

6.3 You may withdraw your consent to receive communications and documentation electronically by contacting us or the Introducer if applicable. If you choose to withdraw your consent, your use of the USD Top-Up Service shall be terminated.

7. CLIENT HELP CENTER AND SUPPORT.

7.1 Information and Support. You may obtain information regarding the USD Top-Up Service and TCCI's support services by accessing the TCCI Client Help Center at <https://help.currencycloud.com/>. You may contact Currency Cloud for support via e-mail at ussupport@currencycloud.com or via telephone at 1 646-593-8724. If applicable, the Client Help Center may be available to you online through a website provided by the Introducer. Reported incidents will be assigned to a Client Support representative, who shall coordinate support efforts with you through resolution of the reported problem.

7.2 Telephone Conversations. Any telephone conversations we have with you or Authorized Persons may be monitored and recorded by us and we may also maintain records of emails sent by or to you and your Authorized Persons. You agree that we may use these telephone recordings and any transcripts or email records for training and quality control purposes or to resolve any disputes, and also in the prevention and detection of crime. However, we may not make or maintain such recordings or records for you or be able to make them available to you.

7.3 Limits on Support Services. We will have no obligation under these CFSB/CC Terms of Use to provide support services in respect of any fault or error caused by (a) the improper use of the USD Top-Up

Service, or (b) use of the USD Top-Up Service otherwise than in accordance with these CFSB/CC Terms of Use.

8. CONFIDENTIALITY

Each party agrees (i) that it will neither use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to enable it to perform its obligations under, these CFSB/CC Terms of Use, nor disclose to any third party (except as required by law or to that party's advisors as reasonably necessary), any of the other party's Confidential Information, and (ii) will take reasonable precautions to protect the confidentiality of such information, which precautions shall be at least as stringent as those it takes to protect its own Confidential Information. In addition, each party may reveal the other party's Confidential Information to its agents, representatives and employees who have a "need to know" such information in connection with these CFSB/CC Terms of Use, who are informed of the confidential nature of such Confidential Information, and who shall agree to act in accordance with the terms and conditions of this section. Each party agrees that the obligations under this section will survive any expiration or termination of these CFSB/CC Terms of Use.

9. LIABILITY

9.1 Your Liability for Transactions. Once we have sent funds pursuant to your instructions the transaction cannot be reversed. Except as expressly set out in these CFSB/CC Terms of Use, you are responsible for any loss you may suffer as a result of (i) a transaction being carried out in accordance with your instructions and these CFSB/CC Terms of Use or (ii) a problematic transaction where you do not comply with the error notification process set out in Section 9.2 below.

9.2 Notice of Error or Problem. If you think there has been an error or problem with a transfer you requested, you must contact TCCI Client Support, or the Introducer if applicable, as soon as possible and in any event no later than 180 days following the date we promised you that the funds would be made available to the recipient (the "180 Day Period"). Your notice to us must disclose the following information: (1) Your name and address; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The USD amount of the transfer; and (4) The confirmation code or number of the transaction (the "Relevant Notice"). If you fail to provide the Relevant Notice within the 180 Day Period, neither we, TCCI, nor the Introducer if applicable, shall have any liability to you in respect of any error or problem.

9.3 Investigation of Errors. Where applicable, we generally will investigate and determine whether an error occurred within 90 days after receipt of the Relevant Notice (save where Regulation E regarding cross-border remittance transfers (12 CFR Part 1005, Subpart B) is applicable and stipulates a shorter time period). If we determine that there was no error, we will send you a written explanation, either directly or through the Introducer if applicable. You may ask for copies of any documents we used in our investigation by contacting us, or the Introducer if applicable who will relay your request to us and provide any such supporting documents.

9.4 Transaction History. If your transaction history shows transactions that you did not initiate, you must contact TCCI Client Support, or the Introducer if applicable, at once to notify us of the error, but in no event later than sixty (60) days after the periodic statement in which the error appears is made available to you. If you do not tell TCCI Client Support, or the Introducer if applicable, of transactions you did not initiate within the relevant time period, you will not get back any of the money you lost, and neither we, nor the Introducer, will have any further liability.

9.5 Limitations of Liability. Neither we nor any of our agents, affiliates, holding companies, subsidiaries, employees, officers, directors, service providers, or subcontractors (including Introducer) will be liable:

(a) For losses or damages alleged to result from our delay in completing a transaction;

(b) If, through no fault of ours, you have not timely deposited sufficient funds with us to execute a transaction;

(c) If your system or device was not working properly during your use of the USD Top-Up Service and you knew about the breakdown when you initiated a transaction;

(d) For errors made by you or a recipient, such as providing incorrect instructions to your bank or making a transfer to an unintended person or transferring an unintended amount;

(e) For errors by your bank, such as the provision of incorrect bank account information for your bank account or a failure by the bank to properly direct funds to us as instructed;

(f) For losses or damage arising from your misuse of the USD Top-Up Service or your inability to use the USD Top-Up Service, whether due to reasons within our control or not;

(g) For losses or damage to you from our inability to complete a transaction because we are prohibited by law or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or

(h) Due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect a

transaction, despite reasonable precautions that we have taken.

9.6 Disclaimer of Consequential Damages. IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY ECONOMIC OR PECUNIARY LOSS, EVEN IF ADVISED OF OR HAVE FORSEEN THE POSSIBILITY OF SUCH DAMAGES.

9.7 Disclaimer of Liability for Third Party Goods and Services. WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR USE OF THE USD TOP-UP SERVICE.

9.8 Aggregate Liability. Except for liabilities arising in connection with: (i) a breach of Section 3 (Data Protection), (ii) a breach of Section 8 (Confidential Information); and (iii) Section 9.1 (Your Liability for Transactions), each party's aggregate liability to the other party (either directly or as a third party defendant in any action or proceeding) with respect to these CFSB/CC Terms of Use shall not exceed the amount of fees paid by you to us under these CFSB/CC Terms of Use within one year preceding the date that the cause of action arises.

Notwithstanding the foregoing, if the Claim arises in relation to or in connection with a breach of Section 3 (Data Protection), where you are not a consumer our liability to you and your liability to us shall in no circumstances exceed \$1,000,000.

10. TERM AND TERMINATION

10.1 Term. These CFSB/CC Terms of Use shall remain in effect so long as your Commercial Agreement, or our commercial agreement with your Introducer if applicable, is in force, or for so long as we are providing any services to you.

10.2 Termination. We may immediately terminate your registration and TCCI may immediately terminate your Commercial Agreement at any time without prior notice and we may cease providing the USD Top-Up Service to you, if:

(a) we determine in our sole discretion that you are not eligible to use the USD Top-Up Service or that you are using it for an impermissible purpose;

(b) you have materially breached the terms of these CFSB/CC Terms of Use, your Commercial Agreement with TCCI, or the terms of our referral or promotional programs and have failed to cure such breach within thirty (30) days after receipt of written notice of the same;

(c) you engage in behavior that we in our sole discretion view as suspicious or otherwise of concern;

(d) duplicate accounts are opened for the same person;

(e) it is impossible to get in touch with you by the telephone number and email address you have provided; or

(f) you become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing; or

(g) Your Commercial Agreement, or our commercial agreement with your Introducer if applicable, has been terminated.

10.3 Additional Grounds for Termination. We may suspend or refuse to provide the USD Top-Up Service if, in our sole discretion, (a) we believe the continued provision of the USD Top-Up Service will violate applicable laws, regulations, or our policies or procedures, or (b) we reasonably suspect any security risk associated with your registration or the settlement of funds. This includes, for the avoidance of doubt, any modifications we make to internal risk assessments, policies and procedures, either based on our own internal processes or at the request of our financial institution partners, a regulator or otherwise, and as a result of such modifications we conclude in our sole discretion that providing the USD Top-Up Service to you is not consistent with our risk profile. We will do our best to notify you prior to taking any such action. However, if prior notification is not practicable, we will promptly notify you by email after the suspension. We have no obligation to notify you should such a notification be impossible or unlawful

10.4 Your Grounds for Termination. You may terminate your registration if we commit a material breach of these CFSB/CC Terms of Use and fail to cure such breach within thirty (30) days after receipt of written notice of the same, or (ii) if we become the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

10.5 Effect of Termination. Termination, whether by you or by us, shall not affect any funds already transferred or settled, except where otherwise required by applicable law or the terms of these CFSB/CC Terms of Use. Upon termination, we will retain records of your USD Top-Up Service history in accordance with regulatory requirements and our retention policies.

10.6 Survival. The following provisions will survive any expiration or termination of these CFSB/CC Terms of Use and your Commercial Agreement: Sections 3, 8, 9, and 10, and any other provision that by their nature are intended to survive termination of your Commercial Agreement. Any sums owed by you to us under these CFSB/CC Terms of Use shall become immediately due and payable on the expiration or termination of your Commercial Agreement or of our commercial agreement with your Introducer if applicable.

11. GOVERNING LAW AND ARBITRATION.

11.1 These Terms of Use and any claim or controversy arising out of or relating thereto, including any claim against TCCI or the Introducer in connection with the USD Top-Up Service (collectively, a "Claim") is governed by the laws of the United States and the state of New York, without regard to conflicts or choice of laws principles, whether or not you live in New York.

11.2 YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED, AND THE ARBITRATION CONDUCTED, PURSUANT TO THE COMMERCIAL ARBITRATION RULES (EXPEDITED PROCEDURES) OF THE AMERICAN ARBITRATION ASSOCIATION. NO "CLASS" OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN NEW YORK, NEW YORK, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING. The AAA Commercial Arbitration Rules (Expedited Procedures) are available for review at: <https://www.adr.org/aaa/faces/rules> (click Rules, then click Commercial Arbitration Rules).

11.3 Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

11.4 You understand that, in return for your agreement to this Section, we are able to offer you the USD Top-Up Service at the terms designated, and that your assent to this Section is an indispensable consideration to these CFSB/CC Terms of Use.

11.5 You also acknowledge and understand that, with respect to any Claim:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.

11.6 This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16.

12. MISCELLANEOUS

12.1 Changes to the USD Top-Up Service. We reserve the right to modify and make changes to the USD Top-Up Service at any time as we deem necessary to comply with applicable laws and regulations or business needs, provided that such modification shall not in our reasonable opinion degrade the functionality of the USD Top-Up Service. Where possible, we shall notify you of such modification as soon as is reasonably practicable following our determining to make the modification.

12.2 Right of Set-Off. You agree that we are authorized at any time to set-off the funds received by us against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you.

12.3 Amendments. We reserve the right to amend these CFSB/CC Terms of Use by giving you no less than ten (10) days' prior written notice and sending you revised terms and conditions by post or email or other electronic means. Such amendments will become effective on the date specified in the written notice, **except** where an amendment is required by applicable law to take effect sooner. Unless otherwise mutually agreed by us in writing, an amendment will not affect any legal rights or obligations which may have already arisen prior to the date specified in the notice. Notwithstanding the foregoing, any amendment to these CFSB/CC Terms of Use that materially and adversely impacts you must first be agreed upon in writing signed by us and you, and in the event that the parties are unable to reach agreement and we in any event implement such amendment to these CFSB/CC Terms of Use, you shall have the right in your sole discretion without any liability to terminate your Commercial Agreement forthwith.

12.4 Severability. If any provision of these CFSB/CC Terms of Use is held to be invalid or unenforceable, such provision will be deemed to be modified to the

minimum extent necessary to make it valid and enforceable and the rest of these CFSB/CC Terms of Use will not be affected.

12.5 Service Providers. We may use agents and service providers, including TCCI, to help us deliver the USD Top-Up Service to you. The USD Top-Up Service is operated by the Bank, and all services by TCCI or other agents or service providers are performed at the Bank's direction and subject to the Bank's supervision and control.

12.6 Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any act required by reason of strikes, lock-outs, labour troubles, failure of power, riots, acts of terrorism, insurrection, war, mud-slide, fire, earthquake, tsunami, pandemic, or where such act or omission is due to our obligations under provisions of Applicable Law, or other similar reasons of a like nature not the fault of the party delayed in performing work or doing acts required under these CFSB/CC Terms of Use, such party shall as soon as reasonably practicable provide notice to the other party of such delay, and performance of such act shall excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. We will not have any liability to you where we are unable to perform our obligations because of factors beyond our control. If an event of force majeure affecting a party continues for a period of more than 30 days, the other party may terminate these CFSB/CC Terms of Use and all affected Commercial Agreements.

12.7 Advertising. We and our service providers, including TCCI, may include your name, logo and contact information in directories of our service subscribers and other general promotional materials for the purpose of promoting the use of the USD Top-Up Service generally. However, we and our service providers shall immediately cease using your name, logo and contact information if you request us to do so. No party shall issue a press release relating to their business relationship without the written consent of the other parties. Except as set forth herein, no party may use the trademark or trade name of the other party without the written consent of such party.

12.8 Non-Solicitation. During the term of these CFSB/CC Terms of Use and the term of your Commercial Agreement and for a period of six (6) months thereafter, neither party shall solicit or hire the services of any employee or contractor or subcontractor of the other party who has performed services in relation to these CFSB/CC Terms of Use or your Commercial Agreement, without our prior written consent of the other party. Nothing herein shall prevent a party from recruiting or engaging any

employee or subcontractor who has applied in an unsolicited manner for a role which has been advertised.

12.9 Assignment. You may not transfer or assign these CFSB/CC Terms of Use or your Commercial Agreement to any other person or organization without our prior written consent. We may assign our obligations to you under these CFSB/CC Terms of Use or your Commercial Agreement without your consent or any prior notice.

12.10 Entire Agreement. These CFSB/CC Terms of Use and each document expressly referred to herein, constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

12.11 Notices to Us. Any notice of legal claim or other process pursuant to these CFSB/CC Terms of Use shall be delivered:

to the Bank by e-mail to legal@cfsb.com or by mail to Community Federal Savings Bank

89-07 Jamaica Avenue
Woodhaven, New York 11421

Attn: CFSB Legal;

to Currency Cloud by email to ussupport@currencycloud.com or by mail to the address of The Currency Cloud Inc. set forth in your Commercial Agreement; and to the Introducer if applicable.

SCHEDULE 1 – The USD Top-Up Service

1. Description of the USD Top-Up Service.

The USD Top-Up Service offered by the Bank is a funds transfer and settlement service that enables you to transmit to the Bank, from your USD bank account held in the United States, USD funds for onward transfer by the Bank to be settled in USD to your Global Account. Any such funds received by the Bank from you or on your behalf are deemed to be received with the automatic instruction to settle such funds to Your Global Account, in accordance with Section 2, **Settlement**, below. As described further in Section 2, the Bank, and TCCI acting on the Bank's behalf, retains full discretion to refuse the acceptance of any funds for settlement to your Global Account at any time. The Bank shall own and control funds at all times associated with the USD Top-Up Service as governed by these CFSB/CC Terms of Use.

2. Funding.

You will need to fund the transaction yourself by transferring funds from your U.S. bank account, using an "ACH Push" (an ACH transaction that you initiate), or an "ACH Pull" (an ACH transaction that we initiate), or domestic wire transfer, or by any other method we specified. No other payment methods are accepted, including cash, mailed check, or electronic check. Your payment order will remain inactive until the Bank receives your funds (the "Funding Payment"). If for any reason the Bank does not transmit your funds to your Global Account (i.e., the funds transfer is cancelled or refused) then the Bank will promptly return the deposit to the account from which it originated. In the event that the Bank is unable to return the deposit, TCCI will promptly contact you using the most current contact information provided to us by you. In the event that you have registered with us through an Introducer, the Introducer may contact you.

3. Settlement.

3.1 All funds received by the Bank from you via ACH Push or domestic wire transfer shall be swept daily and available the following Business Day (defined immediately below) in your Global Account, subject to the below limitations. All funds received by the Bank from you via ACH Pull shall be swept to your Global Account on Settlement plus three (3) Business Days.

You will be informed upon the Bank's receipt of funds that such funds have been received by the Bank and we will inform when the settlement of such funds to you, as beneficiary, in your Global Account has completed. Such settlements are subject to the Bank's discretion and may be delayed, canceled, or otherwise modified in accordance with applicable law, including our obligations with respect to the sanctions regimes as described in Section 5.2 of these CFSB/CC Terms of Use, as well as our obligation to prevent the USD Top-Up Service from being used for fraud, money laundering, and the financing of terrorism. TCCI or the Introducer will attempt to notify of you of any such delay, cancellation or modification, using the contact information provided as part of your registration, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of such an instance where to do so would be in violation of applicable law

3.2 You can access the details of all funds received by us from you or in connection with the USD Top-Up Service, through your online account provided through Currency Cloud (or, if applicable, the Introducer's user interface).

4. Exchange Rates. For the avoidance of doubt, the USD Top-Up Service will not involve the exchange of funds in one currency for another currency. All funds will be settled to your Global Account in U.S. Dollars.

5. Cancellations. Prior to the cut-off time for the transfer of funds from the Bank to your Global Account, you may request that we return funds to you to the account from which such funds originated. You may be charged a fee, which will be disclosed to you at the time of your request for such cancellation.

6. ACH Pull – Account Authorization Form. If you would like to fund the USD Top Up Service via ACH Pull you will need to complete an Account Authorization Form, available upon request. This Form gives TCCI authorization to debit your account which ACH Pull transactions. An Account Authorization Form will need to be completed for each account you would like TCCI to debit.

Schedule: Definitions – CFSB/CC Terms of Use

"Affiliates" means, in relation to an entity, any person or entity controlling, controlled by or under common control with such entity. An entity is deemed included within the meaning of "Affiliate" even if it qualifies as such after these Terms have been agreed to by a Client;

"Authorized Person" means any person authorized by you to give us instructions in relation to the USD Top-Up Service.

"Bank" means Community Federal Savings Bank.

"Business Day" means any day, other than a Saturday, Sunday, or federal or New York state holiday on which the Bank's offices are open for business.

"CFSB/CC Terms of Use" means these terms and conditions, including the schedules and any other terms and conditions referred to herein, including the Privacy Policy, and the Client Help Center, all as amended from time.

"Claim" means any claim or controversy arising out of or relating to these CFSB/CC Terms of Use, including any claim against us or the Introducer in connection with the USD Top-Up Service.

"Client" means the person who is contracting with us for the provision of the USD Top-Up Service.

"Client Help Center" means the information which is available online at <http://help.currencycloud.com>;

"Client Support" means TCCI's client support services.

"Currency Cloud" means The Currency Cloud Group Ltd. and its Affiliates.

"Commercial Agreement" means the agreement between you and TCCI setting out the commercial terms for the provision of the USD Top-Up Service provided by the Bank.

"Confidential Information" means confidential information of a party concerning such party's business, plans, customers, clients, technology, services and products, and other information held in confidence by such party, including all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Our Confidential Information will include, but not be limited to, the Currency Cloud Technology,

and your Confidential Information will include, but not be limited to Customer data including Personal Data. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of these CFSB/CC Terms of Use by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure and it is not itself unlawful to give such notice.

"Customer" means a customer of yours, including without limitation any customer you engage with in connection with the USD Top-Up Service.

"Global Account" means the electronic money account you open and maintain with TCCL.

"Introducer" means a third party that introduced you to Currency Cloud.

"KYC Information" means Know Your Customer information that will allow us to identify you. KYC Information may include information such as name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, email address, U.S. Employer Identification Number (EIN), and incorporation number.

"Personal Data" means non-public personal information of a natural person.

"USD Top-Up Service" means the funds transfer service provided by the Bank as governed by these CFSB/CC Terms of Use that enables a user to transmit USD from its USD bank account held in the United States to the user's Global Account with TCCL.

"TCCL" means The Currency Cloud Ltd., a wholly-owned subsidiary of Currency Cloud. TCCL is an Authorized Electronic Money Institution regulated by the Financial Conduct Authority. TCCL is authorized to issue electronic money and to provide payment

services. Currency Cloud clients are able to store, send, or receive funds, consistent with applicable laws, subject to the TCCL Terms of Use governing the services provided by TCCL, which can be found at <https://www.currencycloud.com/legal/terms/terms-of-use-uk-cc-ltd>. Please note that these CFSB/CC Terms of Use do not apply to the Services provided by TCCL.

“TCCL Terms of Use” means the terms and conditions, including the schedules and any other

terms and conditions referred to therein, that govern the services provided by TCCL.

“We”, “us”, or “our” means the Bank.

“You” or “your” means you, the person who is contracting with us for the provision of the USD Top-Up Service and who has separately contracted with TCCL to establish a Global Account.