

**DEBIT MASTERCARD BUSINESSCARD® with PayPass™ AGREEMENT:**

This is the Agreement that covers the use of the enclosed Debit MasterCard BusinessCard® with PayPass™ (the Card) in connection with the business deposit accounts(s) (the Account) you designated.

**BUSINESS PURPOSE:** The Account and Card are for business purposes only.

**USE OF THE CARD:** The Card can be used with the Personal Identification Number you selected (your PIN) in any Electronic Facility that accepts the Card for deposits, withdrawals, purchases, transfers of funds between Accounts, payments, balance verification, and point-of-sale transactions.

You do not have the right to stop payment on any Point-of-Sale transaction or any ATM transaction you perform which is authorized by you.

**RULES AND TERMS:** Each transaction will be subject to any of the agreements you have with us regarding that kind of transaction and the Bank's Rules covering the Accounts. You should refer to the RULES FOR DEPOSIT ACCOUNTS, the corresponding TERMS AND CHARGES DISCLOSURE given to you in connection with your Accounts and the ELECTRONIC BANKING SERVICES INFORMATION STATEMENT – BUSINESS (EFT STATEMENT) and EFT FACILITY CHARGES – BUSINESS disclosure for additional terms that apply to the use of the Card and PIN.

**YOUR RESPONSIBILITY:** You are responsible both for any transaction you make and for those made by anyone whom you authorize to make transactions for you. If you give your Card and PIN to someone, you are responsible for any transactions that person makes until you notify us that the person no longer has your permission to make those transactions.

**SECURITY PROCEDURES:** The Bank is authorized to accept payment instructions using the Card and PIN associated with the Card. The Bank's terms for Funds Transfers in the RULES FOR DEPOSIT ACCOUNTS ("Rules") apply to funds transfers using the Card and PIN. Under the Rules, the Card and the PIN are a Level Two Security Procedure. Any transaction in the name of the Business shall be deemed authorized by use of the

Card and PIN and the Bank shall be entitled to pay funds from the account and charge a fee for the service regardless of by whom or by what means the Card and PIN were used.

**OVERDRAFTS:** You understand your Debit MasterCard BusinessCard® does not serve as a credit card nor as overdraft protection. You agree not to make or authorize anyone else to make a withdrawal which will overdraw an Account. If any overdraft does occur, you will pay us its amount promptly. But if you have an agreement with us under which we are to make loans to you to cover overdrafts in an Account, you may create overdrafts as provided in that agreement. However, we do not have to permit or cover any overdraft which exceeds the limits provided for in your overdraft agreement.

**FOREIGN TRANSACTIONS:** If you effect a transaction with your MasterCard Card in a currency other than U.S. dollars or effect a transaction in U.S. dollars outside the United States, MasterCard International Incorporated will convert the transaction into a U.S. dollar amount. A currency conversion will occur even if the transaction is made in U.S. dollars. MasterCard will use the currency conversion procedure, which is disclosed to institutions that issue such Cards. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard for the processing cycle in which the transaction is processed, and is further increased by a percentage established from time to time by MasterCard (currently 1%). The currency conversion rate used by MasterCard on the processing date may differ from the rate that would have been used on the transaction date or cardholder statement posting date.

After it is reported to us, we then acquire the converted transaction amount and disclose it to you in U.S. dollars on your next Monthly Statement.

**RECEIPTS AND STATEMENTS:** You may receive a Receipt showing the details of each transaction. That Receipt will be written evidence of your request or order for the transaction which it describes. You agree that we do not need to return to you the original or a copy of any sales draft or cash withdrawal draft originated by proper use of your

Debit MasterCard BusinessCard®. Transactions will also be shown on the regular periodic statements which you will receive on the Accounts.

**CANCELLATION:** We can cancel your right to use the Card at any time by writing to you at your address shown on our records. The Card is our property, and you agree at our request to destroy or return to us any Card in your possession.

**DISPUTES:** You agree to use your best efforts to settle all disputes about purchases you made using the Debit MasterCard BusinessCard® with the merchant who honored the Debit MasterCard BusinessCard®.

**APPLICABLE LAW:** This Agreement is governed by the laws of the State of Delaware, as well as applicable laws and regulations of the United States, whether you live in Delaware or use your Card in Delaware.

**SEVERABILITY:** If any term of this Agreement conflicts with the law, all other terms of this Agreement will still remain in effect if they can be separated from the conflicting term.

**ATTORNEY FEES:** You agree to pay all collection costs, including reasonable attorney fees and court costs, to the extent permitted by law.

**MISCELLANEOUS:** Transactions made at any Electronic Facility are subject to our verification and will not be effective until recorded on our books.

We may change the terms of this Agreement from time to time, but we will give you prior written notice of any such change.

The words "you" and "your" mean each person or organization on whose behalf the Request for Debit MasterCard BusinessCard® was signed. "We", "us," and "our" mean HSBC Bank USA, National Association.