Agility Forex U.S. Business Client Terms and Conditions

For corporations, LLCs, partnerships, sole proprietors and other approved business customers

U.S. CUSTOMER TERMS

These Terms govern Agility's U.S. customer relationship. Any SSB Bank account agreement, disclosure, privacy notice or mandatory payment-network rule also applies to the relevant account or payment service and controls to the extent it cannot legally be varied by these Terms.

1. Definitions and interpretation

Account. a U.S.-dollar account issued and maintained by SSB Bank through the Program and made available to an approved Client through Agility.

Agility. Agility Forex Ltd., a Canadian money-services business and foreign-exchange and payment-services provider registered with the Financial Crimes Enforcement Network as a money services business.

Agreement. these U.S. Client Terms and Conditions, as amended from time to time.

Authorized User. an individual authorized by a Business Client to provide instructions or act for the Business Client.

Business Day. a day on which the relevant bank and payment system are open for the applicable service, excluding weekends and applicable public holidays.

Cleared Funds. funds finally and irrevocably received and available for use without restriction.

Client. the corporation, LLC, partnership, sole proprietor or other business entering into this Agreement

PRETpayments. the Program manager and financial-technology provider supporting account issuance, payment connectivity, ledgering and Program operations.

Program. the Agility Forex U.S. Payment Services Program approved by SSB Bank.

Services. the foreign-exchange, payment, Account and related services made available by Agility under this Agreement.

SSB Bank. SSB Bank, an FDIC-insured Pennsylvania state-chartered savings bank, FDIC Certificate No. 30431, and the sponsor and issuing bank for the Program.

Transaction. a foreign-exchange transaction, payment instruction, Account transaction or other service executed under this Agreement.

Headings are for convenience only. “Including” means “including without limitation.” References to law include amendments and replacements. A reference to Agility includes a service provider acting for Agility where the context permits, but does not make Agility a bank.

2. U.S. service structure and scope

Agility operates the customer-facing Program and provides foreign-exchange, payment, onboarding and servicing functions. Agility is not a bank. The underlying Accounts and regulated banking services are provided by SSB Bank through PRETpayments’ infrastructure. PRETpayments supports the technology and operational infrastructure for the Program.

Account opening, activation and continued use are subject to eligibility, onboarding, underwriting, sanctions, fraud, compliance and risk controls applied by Agility, PRETpayments and SSB Bank. Neither this Agreement nor an application obligates any party to open an Account, execute a Transaction or continue a Service.

Agility may transmit customer information and authenticated payment instructions through PRETpayments to SSB Bank for execution. A separate agency authorization is not required for Agility to act on an authenticated instruction from its own Client. A separate ACH debit authorization is required where applicable.

The Services may include spot foreign exchange, domestic and international payments, ACH credits and debits, domestic wires, U.S.-dollar collections and settlements, and related Account services. International wires, additional currencies or rails, and other products are available only when approved and activated.

Fixed transaction limits, cut-off times, processing windows and fees may be disclosed in the platform, a payment flow, a confirmation, a fee schedule or another notice. Agility, PRETpayments or SSB Bank may impose or change reasonable limits for legal, compliance, risk, network or operational reasons.

3. Eligibility, verification and continuing information duties

The Client authorizes Agility, PRETpayments, SSB Bank and their service providers to verify information supplied by or about the Client; obtain information from government, identity-verification, credit, fraud-prevention, sanctions, commercial and other lawful sources; and request additional information or documents at onboarding or later.

The Client must provide complete and accurate entity, ownership, control, tax, business, expected-activity and Authorized User information. For each beneficial owner and controlling person, required information may include legal name, date of birth, physical residential address and an identification number, including a TIN for a U.S. person or a comparable government identification number for a non-U.S. person. Information may be collected through Persona or another approved verification process.

The individual accepting this Agreement represents that they have authority to bind the Client. A sole proprietor may use the Services only for legitimate business activity and is treated as a Business Client under these Terms.

The Client certifies that all information and documents supplied are complete, accurate, current and not misleading. The Client must promptly notify Agility of any change to legal or DBA name; registered or operating address; tax status; ownership or beneficial owners; controlling person; directors, officers or Authorized Users; nature of business; expected activity; source or use of funds; or any other information previously supplied. Services may be restricted until updated information is received and verified.

The Client must provide an EIN, SSN, TIN, Form W-9, applicable Form W-8 or other tax information when requested and authorizes reasonable validation. Agility does not provide tax advice and may restrict Services where required tax information is missing, expired or cannot be verified.

4. Instructions, security and records

The Client may provide instructions through channels approved by Agility, including the platform, email, telephone or another approved method. Agility may act on an instruction it reasonably believes to be genuine and received from the Client or an Authorized User.

The Client is responsible for appointing, supervising and removing Authorized Users and for their acts and omissions. Agility may rely on an Authorized User until notice of revocation has been received and reasonably processed.

The Client must protect credentials, devices and communications; review confirmations and Account activity promptly; and notify Agility without delay of suspected fraud, unauthorized access, an error or a compromised credential. Agility may use security procedures and may delay an instruction while authenticity is checked.

Agility’s electronic records, recordings, confirmations and transaction logs are evidence of a Transaction in the absence of manifest error, subject to any non-waivable consumer right. Communications may be recorded and retained for security, servicing, training, compliance and dispute purposes.

5. Foreign exchange and payment services

An exchange rate is valid only for the stated period. A Transaction becomes binding when accepted by the Client and confirmed or accepted for execution by Agility through an approved channel, whether or not a separate confirmation has been received. The Client is responsible for reviewing all Transaction details before acceptance.

Foreign-exchange markets may move rapidly. Agility provides execution-only services and does not act as an investment adviser, fiduciary or tax or legal adviser. The Client is responsible for deciding whether a Transaction is suitable.

The Client must provide accurate beneficiary, account, routing and payment-purpose information. Banks and payment systems may process an instruction based on account, routing, bank or other identifying numbers even if a name is inconsistent. Agility may use correspondent or intermediary institutions, which may delay payment, convert funds or deduct charges.

Agility may permit payments to verified third-party beneficiaries. The Client may receive legitimate third-party receipts connected to its disclosed business and approved use case. The Client must provide supporting information or documents when requested and may not act as an undisclosed intermediary or conduct unauthorized money transmission.

6. ACH services

ACH entries are subject to applicable law, the Nacha Operating Rules, SSB Bank requirements and any separate ACH authorization. The Client authorizes ACH credits and, where a valid authorization has been provided, ACH debits initiated in accordance with the Client's instructions.

The Client must have lawful authority for every ACH entry and must ensure the information supplied is accurate. An ACH entry may be rejected, delayed, returned, reversed or adjusted. Credit is provisional until final settlement. A requested cancellation, recall or reversal is not guaranteed. Obligations relating to returns, disputes, adjustments, negative balances and improperly authorized entries continue after termination.

7. Wire transfers

Domestic wire transfers may be governed by Article 4A of the Uniform Commercial Code, Federal Reserve rules and SSB Bank requirements. An accepted wire may become final and irrevocable. Cancellation, amendment or recall is not guaranteed. The Client is responsible for losses caused by inaccurate instructions except to the extent liability cannot legally be excluded.

8. Funding, settlement, fees and balances

The Client must deliver Cleared Funds in the required amount and currency by the stated deadline. Agility may delay settlement until funding, instructions and compliance requirements are complete. If the Client fails to fund or settle, Agility may cancel, reverse or close out the Transaction and recover resulting losses, costs, returns and fees, subject to applicable law and any separate forward agreement.

The Client agrees to the exchange rate, spread and fees disclosed before or when a Transaction is accepted. Third-party bank, intermediary, network and conversion charges may also apply. Account balances and payment credits may be provisional until final settlement.

The Account is a deposit account held directly by the Client at SSB Bank, Member FDIC. Eligible deposits are insured by the FDIC up to the applicable standard maximum deposit insurance amount, aggregated with the Client's other deposits at SSB Bank in the same ownership category, and subject to FDIC rules and limits. FDIC insurance does not protect against foreign-exchange losses, fraud, payment disputes, or the insolvency or failure of Agility, PRETpayments or another non-bank service provider.

9. Acceptable use and compliance controls

The Client must not use the Services for illegal activity, fraud, deceptive conduct, sanctions evasion, unauthorized money transmission, undisclosed third-party intermediation, prohibited jurisdictions or industries, or activity materially different from the profile approved during onboarding. A Business Account may not be used for personal, family or household purposes.

Agility, PRETpayments or SSB Bank may request information; investigate activity; impose limits; or delay, reject, block, freeze, return or refuse a Transaction where reasonably required for sanctions, anti-money-laundering, fraud, legal process, incomplete or inconsistent information, suspected unauthorized activity, bank or network requirements, regulatory direction, risk management or applicable law.

To the extent permitted by law, Agility is not liable for a good-faith compliance or risk action. Nothing requires a party to provide information where disclosure is prohibited by law.

10. Suspension, restriction and termination

Agility, PRETpayments or SSB Bank may impose limits; suspend incoming or outgoing payments; reject pending instructions; remove or restrict an Authorized User; restrict or close an Account; or hold, return or remit funds where legally or operationally required. Closure may be immediate where required by law, compliance, fraud, security or bank direction.

The Client may terminate the Agreement by notice, subject to pending Transactions and amounts owing. On termination, pending instructions may be completed, rejected, returned or cancelled; remaining funds may be returned to a verified account or held as required by law;

and reviews may continue. Rights concerning fees, losses, returns, disputes, negative balances, confidentiality, records, indemnities and liability survive.

11. Electronic communications and consent

The Client consents to electronic signatures, records, disclosures, notices, statements, confirmations and amendments under the U.S. Electronic Signatures in Global and National Commerce Act and other applicable law. Communications may be delivered by email, SMS, the platform or another agreed electronic method. The Client must keep contact information current and retain copies.

12. Privacy and information sharing

Agility may collect, use, retain and share information as described in the Agility Forex U.S. Privacy Notice. Information may be shared with SSB Bank, PRETpayments, Persona and other verification providers, payment networks, correspondent banks, fraud, credit, sanctions and compliance-data providers, regulators, law enforcement, courts, and operational or professional service providers. SSB Bank's separate U.S. Privacy Notice also applies to its banking relationship and will be provided electronically or through the Program.

13. Liability and third-party systems

To the extent permitted by law, Agility is not liable for indirect, incidental, special, punitive or consequential losses; loss of profit, revenue, opportunity or anticipated savings; market movements; or a failure or delay of a bank, payment system, telecommunications service, correspondent, intermediary, PRETpayments or another third party outside Agility's reasonable control.

Agility is liable only for direct loss caused by its gross negligence or willful misconduct, except where a different standard or remedy is required by non-waivable law. Nothing excludes liability that cannot legally be excluded. A correction, reprocessing or refund may constitute the full remedy where permitted by law.

14. Indemnity

The Client will indemnify Agility and its affiliates, officers, employees and service providers against losses, claims, returns, chargebacks, costs and expenses arising from the Client's breach, fraud, unlawful conduct, inaccurate or unauthorized instructions, Authorized Users, third-party payment activity or misuse of the Services, except to the extent caused by Agility's gross negligence or willful misconduct or prohibited by law.

15. Notices, amendments and assignment

Notices may be delivered electronically to the Client's last contact details and are effective when made available or sent, subject to any mandatory notice period. Agility may amend these Terms by providing notice. Continued use after the effective date constitutes acceptance except where affirmative consent is required by law.

The Client may not assign this Agreement without Agility's written consent. Agility may assign or transfer this Agreement or its rights and obligations to an affiliate, successor or service provider, subject to applicable law and required notice.

16. Agreement hierarchy and governing law

Mandatory applicable law and binding bank or payment-network rules control first. Next, an applicable SSB Bank or PRETpayments account agreement or mandatory disclosure controls the Account or banking service it governs. These Terms then control, followed by other Agility terms and Transaction confirmations, unless a later document expressly states otherwise.

Except to the extent federal law applies, this Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws principles. Any proceeding relating to this Agreement must be brought in a state or federal court located in Allegheny County, Pennsylvania, and each party consents to that court's jurisdiction and venue. This provision does not limit any non-waivable right to bring a claim or complaint in another forum or before a regulator. These Terms do not require arbitration and do not waive any right to participate in a class action.

17. General provisions

This Agreement and the documents incorporated by reference constitute the entire agreement concerning the Services. If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the remainder will continue. A failure to enforce a right is not a waiver. Rights and obligations that by their nature should survive termination will survive.