

GCMS Plus Local Rules for the United States

1. Definitions

- 1.1 Capitalized terms used in these Local Rules, and not otherwise defined, have the meanings set forth in the GCMS Plus Basic Agreement (the “**Basic Agreement**”).

2. Relevant Documents

- 2.1 Notwithstanding any provisions to the contrary in the Basic Agreement and the Terms and Conditions as may be amended and/or supplemented from time to time (hereinafter, collectively the “**GCMS Plus Documentation**”), these Local Rules shall be applicable to the Account(s) maintained at the Bank that are used to engage in the transactions in relation to the Services.
- 2.2 The Bank’s disclosure for deposit accounts and services (“**Deposit Disclosure**”) shall apply as it relates to the operation of the Account(s) maintained at the Bank. If and to the extent that there is a conflict between the GCMS Plus Documentation and the Deposit Disclosure, the GCMS Plus Documentation shall prevail. In the event of any inconsistency between these Local Rules, the GCMS Plus Agreement and/or the Terms and Conditions, these Local Rules shall prevail.

3. Compliance with Laws and Regulations

- 3.1 The Customer shall, on its own responsibility, comply with, and shall cause each Affiliated Company to comply with, all applicable laws and regulations and shall take all necessary actions to procure necessary registrations, approvals, etc. [The terms “**laws and regulations**” used in these Local Rules shall mean laws and regulations of all countries concerned.]
- 3.2 If any circumstance or event should occur that renders the Bank’s performance, in the Bank’s sole discretion, unlawful or otherwise contrary to applicable laws and regulations, then the Bank will have a right to terminate the Basic Agreement immediately without prior notice to the Customer.
- 3.3 The Customer agrees not to engage, or to be involved, and to cause each Affiliated Company not to engage, or to be involved, in any anti-social activities. The Customer will not engage or otherwise be involved in any activities that could cause the Bank to violate applicable laws and

regulations; the Customer shall ensure that each Affiliated Company also will not engage or otherwise be involved in any activities that could cause the Bank to violate applicable laws and regulations.

- 3.4 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 the meaning set forth in Title 12 Section 233.2(bb) of the Code of Federal Regulations. The Customer agrees to not conduct any transaction through the Account(s) that directly or indirectly involves or is related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith.
- 3.5 The Customer agrees it will not employ the Services in any manner whatsoever that violates, causes the Bank to violate, or is otherwise contrary to any economic and financial sanctions, or other embargoes and trade controls (collectively, “**Sanctions**”), including Sanctions implemented, imposed, and enforced by the United States Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”). The Customer hereby represents that neither it nor any Affiliated Company is a target of Sanctions, such that the Bank or any of its affiliates would be prohibited by Sanctions from doing business with the Customer or the Affiliated Company (such targets hereinafter referred to as “**Sanctions Targets**”).
- 3.6 The Customer shall not utilize the Services while located in a country or territory targeted by comprehensive, country-wide or territory-wide Sanctions (such countries or territories hereinafter referred to as “**Sanctioned Countries**”). The Customer shall not make the Services available, directly or indirectly, to any Sanctions Target. Any attempt to access the Services from a Sanctioned Country or to make the Services available to any Sanctions Target will be a breach of the Basic Agreement by the Customer, and the Bank will be entitled to all rights and remedies resulting from such breach, and could potentially subject the Customer to penalties by U.S. authorities.
- 3.7 The Customer agrees it will not, nor will it allow any Affiliated Company to, employ the Services in any manner whatsoever that violates, causes the Bank to violate, or is otherwise contrary to, any laws or regulations concerning bribery or corruption (such laws and regulations hereinafter referred to as “**Anti-Corruption Laws**”) or money laundering and terrorist financing (such laws and regulations hereinafter referred to as “**Anti-Money Laundering Laws**”).

3.8 The GCMS Plus Documentation shall in all respects be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules). In addition, the Payment Services (as defined in the Terms and Conditions) shall be subject to Article 4A of the New York Uniform Commercial Code.

4. Alternative solutions

4.1 During any period that the GCMS Plus system is inoperative, the Customer understands that it should contact the Bank to discuss its use of alternative methods for issuing electronic payment instructions or obtaining information about the Account(s).

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