



US Client Schedule

Schedule to the Client Agreement
For US companies only

Flumen Pay LLC, trading as Lydiam Group

Version 1.0 · 27 October 2026

Owner: Ayaz Khan, Chief Executive Officer

FLUMEN PAY LLC

US Client Schedule

This Schedule forms part of the Client Agreement between the Company and the US Client named below. A US Client may sign its Client Agreement only together with this Schedule.

Parties and details

The Company	Flumen Pay LLC, a limited liability company formed under the laws of the State of Montana, United States of America, trading as Lydiam Group, whose registered office is at 1001 S Main St, Ste 49, Kalispell, Montana 59901-1468, United States and whose trading office is at 2310 North 7th Avenue, Suite A, PMB 17672741, Bozeman, MT 59715, United States, registered with the United States Financial Crimes Enforcement Network (FinCEN) as a money services business under registration number 31000332913768 and with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) as a money services business under registration number C10001396 (the "Company").
US Client (legal name)	[CLIENT LEGAL NAME]
Entity type and State of incorporation or formation	[ENTITY TYPE], [STATE OF INCORPORATION]
State of principal place of business	[PRINCIPAL PLACE OF BUSINESS STATE]
Client Agreement	[CLIENT AGREEMENT TITLE] dated [CLIENT AGREEMENT DATE]
Routes the US Client asks for	[ROUTES REQUESTED: (A) / (B) / (C) / (D)]

1. How this Schedule works

- 1.1 This Schedule applies to every Client that is a US Client. It sets out the only services the Company provides to US Clients, and where. If anything in the Client Agreement, any other schedule or any Portal screen would make a service available to a US Client that this Schedule does not allow, this Schedule prevails.
- 1.2 Capitalised terms not defined in this Schedule, including Agent-of-Payee Appointment, US Client and US Individual, have the meanings given in the Common Definitions Schedule. For the avoidance of doubt, "the United States" in the definition of US Client includes the District of Columbia and the US territories. In this Schedule:

"Client's Locations" means the US Jurisdiction in which the US Client is incorporated, organised or formed, the US Jurisdiction of its principal place of business, and any other US Jurisdiction that the Company, acting reasonably, treats as a place where the US Client is located.

"State" means one of the 50 states of the United States, and **"US Jurisdiction"** means a State, the District of Columbia or a US territory (Puerto Rico, Guam, the US Virgin Islands, American Samoa or the Northern Mariana Islands).

"US Payer" means a person located in a US Jurisdiction who makes a payment to or for a Client. A person is located in a US Jurisdiction if its address, residence or principal place of business is there. The Company may also treat a person that pays from an account in the United States as located there unless the Client shows otherwise.
- 1.3 A service is available to a US Client only if it is available in each of the Client's Locations.
- 1.4 The Company does not accept US Individuals as Clients. A US Individual may make a payment to a Client only as a US Payer under route (A).
- 1.5 New York is excluded for every service. The District of Columbia and the US territories are excluded for every route until the Company notifies otherwise. A US Client located in any of them is offered no service under this Schedule.

2. Services available to US Clients

- 2.1 A service is available to a US Client only in a state or territory marked "Yes" for that service in Part A. The Company may change Part A on notice and may refuse any state. Until the Company notifies otherwise, the services are:
- (A) collections received by the Company as agent of the Client under a signed Agent-of-Payee Appointment, in the states listed in Part A as recognising that arrangement;
 - (B) spot foreign exchange with the Company as principal, from the Client's own account to the Client's own account, in every state except New York, with no Balance held and no payment to any third party;
 - (C) non-recourse invoice factoring, in the states listed in Part B, under the state disclosure addendum for that state; and
 - (D) for a non-US subsidiary of a US group that contracts and settles outside the United States, the services available in its own country.
- 2.2 Balances or stored value, payments to third parties from the Company's accounts, cryptoasset services, and collections in states not listed as recognising the agent-of-payee arrangement are not available to US Clients until the Company holds the necessary state licences. A US Client may convert funds into its own accounts and pay its suppliers itself, or use its non-US subsidiary.
- 2.3 **Route (A) and route (C) are not yet open.** Route (A) opens in a State only when the Company has confirmed that the State recognises the agent-of-payee arrangement and notifies the US Client in writing that it is open there; Part A then shows "Yes" for that State. Only a State shown "Yes" is listed in Part A as recognising that arrangement. Route (C) opens in a State only when the Company issues Part B listing that State. Until then, neither route is available in any State.
- 2.4 The Company does not hold any US state money transmitter licence. Each service is available only where one of the Company's banking, settlement and liquidity partners supports it for US Clients, and a "Yes" in Part A does not oblige the Company to provide a service that no partner supports.

3. What US Clients cannot have

- 3.1 For clarity, the following are not available to a US Client under the Client Agreement or any schedule, addendum or Portal feature, until the Company notifies otherwise:
- (a) Named Accounts, Balances or any other stored value;
 - (b) payments to third parties from the Company's accounts, and transfers within the Lydiam system to another Client or between accounts;
 - (c) cryptoasset services of any kind, including OTC cryptoasset and stablecoin trades and any Wallet Services Addendum;
 - (d) collections from US Payers other than under route (A) as it then applies, and collections of any kind before route (A) opens;
 - (e) recourse factoring, and any factoring other than under route (C);
 - (f) introduced services; and
 - (g) any service to a US Client that is a regulated financial institution beyond routes (A) to (D). The Company considers such services only case by case, after legal review, under a separate written agreement.

4. Route (B): spot FX between the US Client's own accounts

- 4.1 Under route (B) the Company buys from or sells to the US Client one currency for another, as principal, for settlement on the terms of the Client Agreement.
- 4.2 Funds for a route (B) Transaction must come from an account in the US Client's own name, and the converted funds are paid only to an account in the US Client's own name. Each account is verified by the Company before first use, under the Security Procedures. The Company does not pay any part of the proceeds to any other person.

- 4.3 The Company holds funds received from the US Client only for as long as needed to settle the Transaction for which they were sent. Funds are applied to a Transaction the US Client has agreed, or agrees on the Business Day the funds are received. Funds that do not match such a Transaction are returned to the account they came from. No Balance is held for a US Client.
- 4.4 The US Client enters into each route (B) Transaction for its own account, not as agent or trustee for anyone else, and not as part of any service it provides to other persons.
- 4.5 The Company does not accept cash, and returns any payment for the US Client that does not come from the US Client's own verified account, unless it is a collection under route (A).

5. Route (A): collections as the US Client's agent

- 5.1 Once route (A) is open, the Company receives payments from US Payers as the US Client's agent under a signed Agent-of-Payee Appointment, only for the US Client's own sales of goods or services, and only where both the US Payer's State and each of the Client's Locations show "Yes" for route (A) in Part A.
- 5.2 The US Payer's State is captured on each collection. The Company returns any payment from a US Payer that does not meet clause 5.1, including any payment from a US Payer in New York, the District of Columbia or a US territory.
- 5.3 The Company pays the proceeds of each collection, less its charges under the Rate Card and the Fee Schedule, to an account in the US Client's own name verified by the Company, or converts them under route (B) where the US Client asks. No Balance is held.

6. Route (C): factoring

- 6.1 Route (C) is non-recourse invoice factoring only. It is available only in a State listed in Part B, only once the Company has issued the Invoice Factoring Agreement, and only under that agreement and the state disclosure addendum for the State concerned.

7. Route (D): non-US subsidiaries of US groups

- 7.1 A non-US subsidiary of a US group that contracts and settles outside the United States is not a US Client. It may have the services available in its own country if it contracts with the Company in its own name and settles to and from accounts in its own name outside the United States.
- 7.2 Route (D) is not available where the subsidiary would be used to provide a service to, or move money for, a US Client or any other person in a way this Schedule does not allow, or where the subsidiary's business is in fact managed or carried on from the United States.

8. The US Client's confirmations and duties

- 8.1 The US Client confirms that the details in this Schedule are true, that it is not a US Individual, and that it does not act for any US Individual or other person in using the Services.
- 8.2 The US Client will tell the Company before any of the Client's Locations changes or, if it cannot do so in advance, as soon as it can. It will not use any service that is not available in its new location. The Company may suspend or end any such service at once.
- 8.3 The US Client gives the Company a completed IRS Form W-9 at onboarding, and any other tax form or information the Company asks for, as the Client Agreement requires.
- 8.4 The US Client will not use any route to achieve something this Schedule does not allow, including by moving funds through an account that is not its own or through a related company.

9. Changes to this Schedule

- 9.1 The Company may change Part A or Part B, or refuse any State, by notice by email and in the Portal.
 - (a) A change that opens a route or a State takes effect when the Company gives notice of it.
 - (b) A change that closes a route or a State takes effect on the date in the notice. That date is at least 10 Business Days after the notice, unless the law, a regulator, a court or a security risk

requires an earlier date, or the Company's banking, settlement and liquidity partners stop supporting the route.

- (c) Where the Company's legal advice is that a route may not lawfully continue in a State, the Company may stop accepting new Transactions on that route there at once by notice. Open Transactions are then dealt with under clause 9.3.
- 9.2 If the US Client does not accept a change that closes a route or a State it uses, it may end the Client Agreement without charge before the change takes effect.
- 9.3 When a route closes for a US Client, the Company completes any open Transaction where the law allows, or closes it out under the Client Agreement, and pays any amount due to the US Client to an account in its own name.

10. General

- 10.1 Notices under this Schedule are given as the Client Agreement provides. Notice is never given by website posting alone.
- 10.2 The governing law, disputes and liability clauses of the Client Agreement apply to this Schedule.

Part A: services by state

Key. "Yes": available now; for route (A), only "Yes" means the State is listed as recognising the agent-of-payee arrangement. "Not yet open": not available; the Company expects to open route (A) in this State once it has confirmed that the State recognises the arrangement, and will then notify the US Client in writing and show "Yes". "No": not available. Route (C) is set by Part B. Route (D) does not depend on a State (section 7).

State or territory	Route (A): collections as agent	Route (B): spot FX, own account to own account
Alabama	Not yet open	Yes
Alaska	Not yet open	Yes
Arizona	Not yet open	Yes
Arkansas	Not yet open	Yes
California	Not yet open	Yes
Colorado	Not yet open	Yes
Connecticut	Not yet open	Yes
Delaware	Not yet open	Yes
Florida	No	Yes
Georgia	Not yet open	Yes
Hawaii	Not yet open	Yes
Idaho	Not yet open	Yes
Illinois	Not yet open	Yes
Indiana	Not yet open	Yes
Iowa	Not yet open	Yes
Kansas	Not yet open	Yes
Kentucky	Not yet open	Yes
Louisiana	Not yet open	Yes
Maine	Not yet open	Yes
Maryland	Not yet open	Yes
Massachusetts	Not yet open	Yes
Michigan	Not yet open	Yes
Minnesota	Not yet open	Yes
Mississippi	Not yet open	Yes
Missouri	Not yet open	Yes
Montana	Not yet open	Yes
Nebraska	Not yet open	Yes
Nevada	Not yet open	Yes
New Hampshire	Not yet open	Yes

State or territory	Route (A): collections as agent	Route (B): spot FX, own account to own account
New Jersey	No	Yes
New Mexico	No	Yes
New York	No	No
North Carolina	Not yet open	Yes
North Dakota	Not yet open	Yes
Ohio	Not yet open	Yes
Oklahoma	No	Yes
Oregon	No	Yes
Pennsylvania	Not yet open	Yes
Rhode Island	No	Yes
South Carolina	Not yet open	Yes
South Dakota	Not yet open	Yes
Tennessee	Not yet open	Yes
Texas	Not yet open	Yes (open from 26 October 2026)
Utah	No	Yes
Vermont	Not yet open	Yes
Virginia	Not yet open	Yes
Washington	Not yet open	Yes
West Virginia	Not yet open	Yes
Wisconsin	Not yet open	Yes
Wyoming	No	Yes
District of Columbia	No	No
Puerto Rico, Guam, US Virgin Islands, American Samoa and the Northern Mariana Islands	No	No

Part B: factoring states (route (C))

No State is listed yet. Route (C) is not available to US Clients until the Company issues this Part B, listing each State with its state disclosure addendum, and the Invoice Factoring Agreement.

State	State disclosure addendum	Open from
None yet	—	—

Signatures

By signing, the US Client accepts this Schedule as part of its Client Agreement.

Flumen Pay LLC, trading as Lydiam Group · FinCEN MSB 31000332913768 · FINTRAC MSB C10001396 · Registered office: 1001 S Main St, Ste 49, Kalispell, MT 59901-1468, USA · Trading office: 2310 North 7th Avenue, Suite A, PMB 17672741, Bozeman, MT 59715, USA · www.lydiamgroup.com

**For and on behalf of Flumen Pay LLC, trading as
Lydiam Group**

Signature: _____

Name: Ayaz Khan

Title: Chief Executive Officer

Date: **[DATE]**

For and on behalf of [CLIENT LEGAL NAME]

Signature: _____

Name: **[SIGNATORY NAME]**

Title: **[SIGNATORY TITLE]**

Date: **[DATE]**