YELLOW CARD

YELLOW CARD MASTER SERVICE AGREEMENT

Last Updated: 3 August 2026

1. SECTION A: YELLOW CARD PRODUCTS AND SERVICES

By entering into this agreement (this "Agreement"), you will be granted access to the Yellow Card products and services described in this Agreement, which are provided to you by Yellow Card Financial Inc., its Affiliates ("Yellow Card", "we", "us", and "our") and Service Partners. The products and services available and any such other discrete products and services referenced in the Service Schedules (as applicable) (together, the "Yellow Card Services") are offered by Yellow Card and its Affiliates. Where applicable, Yellow Card Services may be rendered to you under specific Service Schedules, which are incorporated by reference into and made an integral part of this Agreement. Some aspects of the Yellow Card Services are facilitated by our Affiliates. Yellow Card maintains a network of Affiliates within its consolidated group of companies to service various markets. Yellow Card Services are also enabled by our Partners (each, a "Service Partner"). Service Partners hold their own authorisations in respect of the relevant services and jurisdictions concerned, and you may be required to enter into separate terms with the relevant Service Partner (a "Service Partner Agreement") in order to access the services that Service Partner provides (the "Partner Services"). A summary of the Yellow Card Services and related Service Schedules appear below. Please note that the commercial terms governing the Yellow Card Services and Partner Services, including applicable Fees, are set out in the Order Form executed by the parties. Where a Yellow Card Service requires a Service Partner for its provision, your agreement to the applicable Service Partner Agreement is a condition precedent to activation of that Service. If you decline, fail to execute, or terminate a Service Partner Agreement, the relevant Yellow Card Service may not be activated or may be suspended or terminated by Yellow Card without liability.

Service	Service Description	Service Provider	Service Schedules
Treasury Portal	Online Platform and Portal providing you with access to certain Yellow Card Services.	Yellow Card Financial Inc.	Service Schedule 1: The Treasury Portal
Yellow Card Wallet Services	The ability to Send, Receive and hold Digital Assets and fiat balances in your respective Wallet(s) and undertake Conversions, including the exchange of one fiat currency for another fiat currency, via the Treasury Portal.	Subject to Geographic Restrictions and Applicable Law Afritech Services Sp. z o.o. and/or StaaS Fintech Services SA, as applicable, subject to market availability, market restrictions, and Applicable Law Local Market Coverage Provided by our Affiliates and Service Partners Conversions between two fiat currencies (FX) are performed by Alkepay Inc.	Service Schedule 2: Yellow Card Wallet Services

Custom Wallet Services	The ability to create, label, and allocate additional Digital Asset Wallets for the collection, disbursement, and organisation of Digital Assets, provided as an extension of, and subject to, the Wallet Services.	Subject to Geographic Restrictions and Applicable Law Afritech Services Sp. z o.o. Local Market Coverage Provided by our Affiliates and Service Partners	Service Schedule 3: Custom Wallet Services
B2B Payments API	Technology interface enabling integration with Yellow Card's infrastructure for Receive, Send, collection, disbursement, and related settlement services.	Subject to Geographic Restrictions and Applicable Law Yellow Card Financial Inc. Local Market Coverage Provided by our Affiliates and Service Partners	Service Schedule 4: B2B Payments API
Virtual Accounts	Provision of First-Party and Third-Party enabled Virtual Accounts, supported by one or more Service Partners.	Subject to Geographic Restrictions and Applicable Law Virtual, FBO and/or Managed Accounts provided by Service Partners in conjunction with Alkepay Inc. and/or Yellow Card Financial Inc (as applicable).	Service Schedule 5: Virtual Accounts Virtual Accounts Service Partner Agreement
Erebor Managed Account Programme	Access to deposit account services, stablecoin custody services, stablecoin conversion services, deposit placement, and related banking services provided by Erebor Bank, N.A. as a Service Partner.	Erebor Bank, N.A. (Service Partner), facilitated by Yellow Card Financial Inc.	Service Schedule 6: Erebor Managed Account Programme
Yellow Card Commercial Trading (OTC)	The ability to Send, Receive, and Convert off the Treasury Portal through an OTC Channel, comprising Conversions and the associated Send and Receive of fiat currency and Digital Assets, in which a Service Provider acts as principal or intermediary.	Subject to Geographic Restrictions and Applicable Law Afritech Services Sp. z o.o. and/or StaaS Fintech Services SA, as applicable, subject to market availability, market restrictions, and Applicable Law	Service Schedule 7: Yellow Card Commercial Trading

		Local Market Coverage Provided by our Affiliates and Service Partners Conversions between two fiat currencies are performed by Alkepay Inc.	
Alkepay Commercial Trading			Service Schedule 8: Alkepay FX and Payment

2. SIGN-UP

2.1. This Agreement becomes legally binding on you on the date that you execute an Order Form that incorporates this Agreement by reference (the "Effective Date"). The MSA does not require separate execution by you. Yellow Card may accept or decline to enter into an Order Form at its sole discretion, and no obligation to provide the Yellow Card Services arises until Yellow Card has countersigned the relevant Order Form and confirmed completion of your onboarding.

2.2. Where you determine to sign up for additional Services, or where the parties agree revised commercial terms, the parties shall execute a new or amended Order Form. Each Order Form constitutes a separate binding instrument incorporating this Agreement. Yellow Card shall maintain a record of the version of this Agreement in force as at the Effective Date of each Order Form. Amendments to this Agreement following the Effective Date of an Order Form shall be governed by the Amendments clause set out in Section C.

3. AGREEMENT STRUCTURE

3.1. Section A ("Yellow Card Products and Services") provides an overview of the Yellow Card Services and governs the customer and service provider relationship.

3.2. Section B ("Defined Terms") sets out the rules of interpretation and the definitions used in this Agreement.

3.3. Section C ("General Terms and Conditions") sets out the general terms and conditions applicable to Yellow Card Services and Partner Services.

3.4. Section D ("Services") governs your access to and use of the various Yellow Card Services and Partner Services.

3.5. Section E ("Commercial Terms") sets out the General Commercial Terms governing our relationship with you. Applicable Fees are set out in the relevant Order Form.

3.6. Section F ("Service Level Agreement") sets out the availability and performance standards, incident classification and response framework, transaction settlement time targets, support service coverage, and escalation structure applicable to all Yellow Card Services provided through the Treasury Portal.

3.7. The Yellow Card Policies (as defined in Section B below) are hereby incorporated into and made an integral part of this Agreement.

SECTION B: INTERPRETATION AND GLOSSARY OF DEFINED TERMS

4. INTERPRETATION

4.1. The Agreement has been divided into different sections, accompanied with headings for each section to make this Agreement easier to understand. The headings are not intended to, nor shall they, affect the interpretation of this Agreement.

4.2. References in this Agreement to “you” or “your" means your business or organisation. If two or more persons are incorporated into the expression of “you” or “your,” we mean each person separately, and all of them jointly.

4.3. Unless expressly stated otherwise in this Agreement, references to “Business Day” or “Business Days” mean any day other than a Saturday, Sunday, or a public holiday recognized as a United States federal holiday or a public holiday in any relevant local market.

4.4. Reference to a “person” means any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency, or department, state or agency of a state, or any other entity.

4.5. References in this Agreement to a statute or statutory provision include any subordinate legislation made under it, and any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of any of the same from time to time.

4.6. References in this Agreement to the singular include the plural, and vice versa. References to a gender include all genders.

4.7. The words “include,” “includes,” “including,” “in particular,” or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning or generality of the related general words.

4.8. A reference to a “party” or “parties” means you and/or us, as the context may require.

4.9. References to “Service Schedules” are to the service schedules set out in Section D.

4.10. Unless expressly stated otherwise in this Agreement, all references to times of the day are references to Coordinated Universal Time (UTC+0) (GMT+0) and expressed using the 24-hour clock format.

4.11. Any obligation on you to do, or refrain from doing, any act or thing shall be deemed to include an obligation on you to procure that your Personnel, Approved Sub-Licensees, Authorised Agents, and Sub-Clients also do, or refrain from doing, such act or thing.

4.12. In the event of any conflict or inconsistency between the English version of this Agreement and any translation thereof, the English version shall prevail.

5. GLOSSARY OF DEFINED TERMS

5.1. “Affiliate” means, with respect to any person, any other company, corporation, partnership, limited liability company, trust, association, or other legal entity that, directly or indirectly, controls, is controlled by, or is under common control with such person. For purposes of this definition, “control” (including the correlative terms, “controlling” and “controlled”) means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a person whether through ownership of voting securities or other equity interests, by contract, or otherwise. Without limiting the foregoing, in relation to Yellow Card Financial Inc., “Affiliate” includes any holding company, subsidiary, or subsidiary undertaking of Yellow Card Financial Inc., and any legal entity that is under common control with Yellow Card Financial Inc.

5.2. “Agreement” has the meaning given to it in Section A.

5.3. “Auto-Conversion” has the meaning given to it in Service Schedule 2.

5.4. "AML Requirements" means all applicable anti-money laundering, counter-terrorist financing, and counter-proliferation financing laws, regulations, rules, and binding regulatory guidance (and in each case any re-enactment or amendment) in any jurisdiction relevant to this Agreement or the performance of a party's obligations hereunder, including any related directions, notices, or requirements issued by a Regulatory Authority from time to time.

5.5. “API Documentation” means the technical documentation, integration guides, endpoint specifications, rules, guidance notes, approach documents, changelogs and related materials made available by Yellow Card from time to time via its developer portal, Help Centre, or such other platform as Yellow Card may designate, with respect to the Yellow Card API.

5.6. “Applicable Law” means any laws, regulations, regulatory constraints, obligations, or rules in any relevant jurisdiction, which are applicable to this Agreement and/or the performance of a party’s obligations hereunder (including binding codes of conduct and binding statements of principle incorporated and contained in such rules from time to time), interpreted (where relevant) in accordance with any guidance, code of conduct, or similar document published by any Regulatory Authority.

5.7. "Approved Sub-Licensee" means any third party authorised by you to access or use the Yellow Card Services under the license granted to you pursuant to the terms of this Agreement, in each case, subject to our prior written consent and for whose acts and omissions you remain fully responsible under the terms of this Agreement.

5.8. "Authorised Agent" means any person appointed by you under, and accepted by Yellow Card pursuant to, an Authorised Agent Form to act as your agent in respect of one or more Yellow Card Services or Partner Services, including (without limitation) to instruct, settle, receive settlement for, or otherwise transact in respect of any Send, Receive, Collection, Disbursement, Conversion, Trade, or other transaction effected under any Service Schedule.

5.9. "Authorised Agent Form" means the form prescribed by Yellow Card from time to time pursuant to which you may appoint an Authorised Agent, completion of which is subject to Yellow Card's KYB and AML due diligence requirements, and which, when accepted by Yellow Card, is incorporated by reference into, and forms part of, this Agreement.

5.10. "Authorised Users" means users authorised to access the Treasury Portal.

5.11. "Yellow Card API" means the application programming interface described in more detail in the API Documentation that enables your system to connect to the Treasury Portal.

5.12. "Yellow Card Banking Partner" means the Yellow Card partners or third party service providers who supply banking and/or payment services to Yellow Card in order for Yellow Card to provide the Yellow Card Services.

5.13. "Yellow Card Group" means Yellow Card and all its Subsidiaries and Affiliates forming part of the Yellow Card consolidated group of companies.

5.14. "Customer Materials" means any data, information, content, instructions, documentation, files, account information, transaction details, beneficiary information, wallet identifiers, virtual account information, payment instructions, branding, logos, or other materials submitted, transmitted, uploaded, inputted or otherwise provided by or on behalf of you (including by your Authorised Users, Approved Sub-Licensees, Sub-Clients or End-Users) to Yellow Card or through the Yellow Card Services in connection with this Agreement, but excluding Yellow Card Data.

5.15. "Yellow Card Data" means any data, information, output, metadata, reports, pricing information, Conversion information (including Conversion Rates, quotes, spreads, margins or pricing methodologies), liquidity routing information, transaction status information, settlement confirmations, wallet activity logs, virtual account routing data, performance metrics, API response data, audit logs, system-generated reports, analytics outputs, risk indicators, compliance screening outputs, telemetry, usage statistics, or other information generated by, derived from, transmitted through, or made available via the Yellow Card Services (including the Treasury Portal and the Yellow Card API), other than Customer Materials.

5.16. "Yellow Card Liquidity Partner" or "Liquidity Partner" means the Yellow Card liquidity partners who supply liquidity services to Yellow Card in order for Yellow Card to provide the Yellow Card Services.

5.17. "Treasury Portal" has the meaning assigned to it in Section D, Schedule 1.

5.18. "Treasury Portal Platform" means the web interface available on the Website used to access the Treasury Portal.

5.19. "Yellow Card Services" means all the services that Yellow Card and its Affiliates may provide to you from time to time under this Agreement and the Service Schedules, excluding the Partner Services. For the avoidance of doubt, Yellow Card Services include access to the Treasury Portal, the Yellow Card Wallet Services, the B2B Payments API Services and any other ancillary services provided from time to time under the Service Schedules.

5.20. "Yellow Card Service Partners" or "Service Partners" means a third-party service provider of Yellow Card.

5.21. "Service Partner Agreement" means a Service Schedule of Section D (excluding Schedules 1 and Schedule 2) and/or any other separate agreement entered into between you and one or more Service Partners.

5.22. "Yellow Card Wallet Services" or "Wallet Services" has the meaning assigned to in Section D, Schedule 2.

5.23. "Confidential Information" means the terms of this Agreement and any information that is of a confidential and/or competitively sensitive nature, obtained by one party relating to the other party or the other party's business, service providers, clients, End-Users, Sub-Clients, Yellow Card Service Partners, or customers in discussions relating in any way to this Agreement. The treatment of personal data within Confidential Information shall be subject to, and shall not limit either party's obligations under, applicable Data Protection Laws.

5.24. "Conversion" has the meaning assigned to it in Section D, Schedule 2.

5.25. "Conversion Rate" has the meaning assigned to it in Section D, Schedule 2.

5.26. "Control" has the meaning assigned to in the definition of Affiliate.

5.27. "Conversion Quote" has the meaning assigned to it in Section D, Schedule 2.

5.28. "Conversion Request" has the meaning assigned to it in Section D, Schedule 2.

5.29. "Country-Specific Annex" has the meaning given to it in Section C.

5.30. "Digital Assets" means a digital representation of value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

5.31. "Digital Asset Wallet" means a hosted digital wallet on the Treasury Portal that is used to store, send, and receive Supported Digital Assets.

5.32. "Data Protection Laws" means all applicable data protection laws (and in each case any re-enactment or amendment) in any jurisdiction where we operate, and any other directly applicable local or national regulations (or directives) relating to privacy.

5.33. "Direct Third-Party Service" means any service, wholly or partially, that is not provided by us under this Agreement and rather provided by a third party provider to you.

5.34. "Direct Third-Party Provider" means a third party that provides Direct Third-Party Services to you and with whom you have concluded a direct agreement or intend to conclude a direct agreement in respect of Direct Third-Party Services (excluding a Yellow Card Service Partner).

5.35. "Effective Date" means the Effective Date as defined in clause 2.1 of Section A, being the date on which you execute an Order Form incorporating this Agreement.

5.36. "End-User" means any natural or legal person (other than you, your Personnel or your Approved Sub-Licensees) who accesses, uses, or benefits from the Yellow Card Services or Partner Services through, via or in connection with your platform, systems or services, including your customers.

5.37. "Excused Downtime" means any period of unavailability arising from: (a) your acts or omissions or of your Authorised Users; (b) the unavailability or degradation of third-party payment rails, banking partners, mobile money operators, or blockchain networks; (c) Force Majeure Events; (d) Maintenance Windows notified in accordance with Section F; (e) emergency maintenance communicated in accordance with Section F or (f) any suspension of your access exercised by Yellow Card in accordance with this Agreement.

5.38. "Fees" means any fee, payment or charge payable by you to us under or in connection with this Agreement, as specified in the applicable Order Form, or as amended from time to time in accordance with Section E (Commercial Terms) and the terms of the relevant Order Form.

5.39. "Fiat Wallet" means a digital ledger recorded on the Treasury Portal that reflects the total value of fiat funds credited to you and available for use in connection with the Yellow Card Services and/or Partner Services, provided solely as a mechanism to represent amounts received by or on behalf of Yellow Card for the purpose of facilitating supported transactions. A Fiat Wallet is not a bank account, deposit account, e-money account, or any other regulated deposit-taking or custodial account. The fiat funds represented in a Fiat Wallet may, however, be representative of your fiat funds held with a Service Partner, such as in a managed, virtual, or FBO account, and shall be subject to the terms of the applicable Service Partner Agreement.

5.40. "Financial Crime Laws" means all Applicable Laws relating to financial crime, including AML Requirements and all applicable laws, regulations, and binding regulatory guidance (and in each case any re-enactment or amendment) relating to bribery, corruption, fraud, sanctions and export controls, proceeds of crime, market abuse, and the facilitation of tax evasion, in any jurisdiction relevant to this Agreement or the performance of a party's obligations hereunder.

5.41. "First Party Account" has the meaning assigned to it in Section D, Schedule 2.

5.42. "Force Majeure Event" means any circumstances beyond the reasonable control of the affected party, including riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, disaster, earthquake, extraordinary storm, lock-out or other industrial dispute, public internet failure, or changes in Applicable Law, to the extent that those circumstances materially affect the ability of the party affected by those circumstances to perform its obligations under this Agreement.

5.43. "General Cap" has the meaning assigned to it in the Liability clause.

5.44. "Incident" has the meaning assigned to it in Section F.

5.45. "Internal Audit" has the meaning assigned to it in the Audit Rights clause.

5.46. "Insolvency Event" means, in respect of a party, the occurrence of any of the following events: (a) the commencement by or against that party of a voluntary or involuntary case under Title 11 of the United States Code (U.S. Bankruptcy Code) which, in the case of an involuntary petition, is not dismissed within 60 (sixty) days of filing; (b) the filing of a petition or application for the appointment of a receiver, trustee, custodian, liquidator, examiner, or similar official over that party or a substantial part of its assets, or the appointment of any such person; (c) the making by that party of a general assignment for the benefit of creditors; (d) the admission in writing of its inability to pay its debts as they become due, or the party becoming insolvent within the meaning of Applicable Law; (e) the entry of a judgment, order, or decree by any court of competent jurisdiction adjudicating that party bankrupt or insolvent, or approving a petition seeking reorganisation, arrangement, adjustment, liquidation, dissolution, or similar relief under Applicable Law; (f) the taking of possession or control of a substantial portion of that party's assets by any secured creditor, receiver, custodian, or similar official; or (g) the occurrence of any event analogous to the foregoing under the laws of any applicable jurisdiction.

5.47. "Industry Practice" means the exercise of that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected to be exercised by a skilled and experienced professional engaged in the same or a similar type of undertaking under the same or similar circumstances and conditions.

5.48. "Intellectual Property Rights" means any intellectual property rights composed of trademarks, service marks, rights in trade names, business names, trading and company names, logos or get-up, patents, rights in inventions, registered and unregistered design rights, copyrights, database rights and all other similar proprietary rights in any part of the world (including know-how), including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations or any extension to such registrations.

5.49. "Jurisdiction-Specific Conditions" has the meaning given to it in Section C.

5.50. "Losses" means all losses, liabilities, damages, claims, demands, actions, proceedings, judgments, awards, settlements, fines, penalties, and interest, together with all reasonable costs and expenses (including reasonable legal and professional fees and disbursements), of any nature, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, in each case subject to the exclusions and limitations set out in clause 20 (Liability).

5.51. "Monthly Uptime" means the percentage of minutes in a calendar month during which the Treasury Portal is operational and accessible to you, excluding any Excused Downtime.

5.52. "Order Form" means a commercial order form executed by Yellow Card and you that: (a) incorporates this Agreement by reference; (b) specifies the Services activated for you; (c) sets out the applicable Fees, volume commitments, and initial term; and (d) records any deviations from the standard terms of this Agreement agreed between the parties. Each Order Form forms part of and is subject to this Agreement. In the event of conflict between an Order Form and this Agreement, the Order Form prevails to the extent of the conflict.

5.53. "OTC Channel" means communication channels arising out of legacy commercial trading arrangements that continue to exist to facilitate commercial trading transactions on and off the Treasury Portal, as applicable.

5.54. "Partner Services" means one or more services provided by a Yellow Card Service Partner, including Payment Accounts and any other services documented in a Yellow Card Service Partner Agreement, in each case, subject to you entering into the applicable Yellow Card Service Partner Agreement governing such services.

5.55. "Payment Account" means any account, virtual account, or payment reference allocated to you by Yellow Card or a Service Partner in connection with the Yellow Card Services, through which fiat funds may be received, held, or disbursed, as further described in the applicable Service Schedule, but excluding any Fiat Wallet or Digital Asset Wallet.

5.56. "Personnel" means, in respect of either party or their Affiliates, their directors, officers, employees, consultants, agents, servants, and contractors, and such persons of their sub-contractors (as applicable to each party).

5.57. "Prevailing Market Price" means, in respect of any Digital Asset at any given time, the mid-market spot price for that Digital Asset as quoted on one or more reputable digital asset exchanges or pricing aggregators selected by Yellow Card in good faith, and where no such quotation is reasonably available, a price determined by Yellow Card acting reasonably and in good faith having regard to available market information.

5.58. "Receive" means the crediting of fiat funds or Digital Assets to a Wallet following receipt by Yellow Card, a Service Partner, or an Affiliate, which may include a linked Conversion in accordance with Section D, Service Schedule 2 or Service Schedule 4 (as applicable).

5.59. "Regulatory Authority" means any governmental, regulatory, supervisory, tax, or law-enforcement authority with jurisdiction over a party or the Services

5.60. "Requirements" means any requirements, rules, conditions, guidelines or directions imposed by a Regulatory Authority, Service Partner, Banking Partner or law enforcement authority with which Yellow Card or any member of the Yellow Card Group is required to comply.

5.61. "Security Breach" means any confirmed or reasonably suspected unauthorised access to, disclosure of, loss of, or compromise of systems, data, credentials, or infrastructure used in connection with the Yellow Card Services.

5.62. "Security Requirements" means Yellow Card's information security policies, standards and procedures as made available to you from time to time, including any requirements set out in the API Documentation or communicated via the Treasury Portal.

5.63. "Send" means an instruction initiated through the Treasury Portal or the B2B Payments API to transfer fiat funds or Digital Assets from a Wallet to a designated recipient account or address, which may include a linked Conversion in accordance with Section D. Service Schedule 2 or Service Schedule 4 (as applicable).

5.64. "Services" means the Yellow Card Services and the Partner Services, collectively.

5.65. "Service Provider" means, in respect of any Yellow Card Service, Partner Service, or individual transaction, the member of the Yellow Card Group (including any Affiliate) or the Service Partner that is designated by Yellow Card to provide, perform, execute, or settle that Service or transaction, as identified in the applicable Service Schedule, the summary of Yellow Card Services in Section A, a Conversion Quote, a transaction confirmation, a Treasury Portal record, or such other communication issued in connection with the relevant Service or transaction.

5.66. "Sub-Client" means any client, customer, or counterparty of yours to whom, or for whom, you supply, resell, distribute, or facilitate any product or service using, relying on, or otherwise made possible by the Yellow Card Services or the Partner Services, including any such person that itself has End-Users.

5.67. "Yellow Card AML Programme" means Yellow Card's internal policies, procedures, controls, and standards established and maintained from time to time for the purposes of compliance with AML Requirements and Financial Crime Laws, as updated by Yellow Card at its discretion and made available to you upon reasonable written request.

5.68. "Yellow Card Policies" means (a) any application form, onboarding submission, or declaration completed by you in respect of any Yellow Card Services and/or Partner Services, and (b) any policies, procedures, standards, guidance, or documentation made available by us on the Website from time to time, including, but not limited to, the API Documentation and any applicable acceptable use policies, in each case, as amended or updated from time to time.

5.69. "Website" means the website operated by Yellow Card at www.yellowcard.io or such other URL as Yellow Card may designate from time to time.

SECTION C: GENERAL TERMS AND CONDITIONS

6. TERM

This Agreement shall become effective on the Effective Date and, unless earlier terminated in accordance with its terms or Applicable Law, shall continue for the duration specified in the relevant Order Form. Where the parties execute multiple Order Forms, this Agreement shall remain in force until the last surviving Order Form has expired or been terminated.

The initial term of each Order Form shall be 12 (twelve) months commencing on the Effective Date of that Order Form (the "Initial Term"), unless a different Initial Term is expressly specified in the Order Form. You shall be liable to pay all Fees set out in each Order Form for the full duration of the Initial Term, including (without limitation) any minimum monthly Fees, recurring Fees, platform access Fees, set-up Fees, and other periodic Fees, in each case regardless of actual usage, transaction volume, or activation status, save where this Agreement is terminated by you for Yellow Card's uncured material breach in accordance with the termination provisions of this Agreement.

Following expiry of the Initial Term, the relevant Order Form shall continue in force on a rolling basis until terminated by either party in accordance with the termination provisions of this Agreement. The Initial Term and any period of continuation after the Initial Term shall together constitute the "Term" of the relevant Order Form. Where this Agreement is terminated for any reason, you shall remain liable for all Fees accrued up to, and (where applicable under the immediately preceding clause) for the remainder of the Initial Term following, the effective date of termination.

7. YOUR OBLIGATIONS

7.1. General. To perform our obligations under this Agreement and in order for you to receive Yellow Card Services and Partner Services, you will be required to undertake certain obligations and responsibilities as set out in this Agreement, including this clause 7. You agree that you shall only use the Yellow Card Services and/or Partner Services for the purposes contemplated by this Agreement or an applicable Service Partner Agreement.

Legal and Regulatory Obligations

7.2. You agree to comply with all Applicable Law and you represent and warrant to us that you hold, and at all times during the term of this Agreement shall continue to hold, all the necessary permits, licences, authorisations, and consents to perform your obligations under this Agreement.

7.3. You consent to us conducting due diligence checks on you and your Personnel, Approved Sub-Licensees, Sub-Clients and End-Users, which include, without limitation, know your business ("KYB"), AML, and politically exposed persons ("PEP") due diligence checks. You shall ensure that the appropriate consents have been obtained from your Personnel and Approved Sub-Licensees in order for us to conduct these due diligence checks. These due diligence checks will be carried out prior to entering this Agreement, and may also be carried out on an ongoing basis during the term of this Agreement in order for us to comply with Applicable Law and/or our own internal policies and processes. Should any of the information you provide to us change or become inaccurate, you shall ensure that the correct and updated information is provided to us as soon as reasonably possible.

7.4. You consent to us monitoring, at our sole discretion, your payment instructions and transactions for the purposes of preventing and detecting any illicit activity relating to, without limitation, money laundering, the financing of terrorism, fraud, breaches of sanctions and embargoes, and breaches of any financial crime-related clauses of this Agreement.

7.5. You agree to conduct and take sole responsibility for carrying out the required KYC, AML, PEP, sanctions and other due diligence checks required in accordance with Applicable Law on all of your End-Users and Sub-Clients. Where you are notified of a true sanction hit in relation to a transaction in one of your Wallets, you will immediately notify us.

7.6. You acknowledge that it is your sole responsibility to ensure adequate customer due diligence is performed on your End-Users and Sub-Clients, and you shall procure that your End-Users and Sub-Clients perform adequate due diligence on any parties involved in, or who have indirect access to, the Yellow Card Services or Partner Services.

7.7. Should we reasonably believe that there are circumstances that may require us to reject or report a payment transaction to comply with Applicable Law or our internal policies, you agree to promptly provide us with your original due diligence documentation, as well as any other documentation we reasonably request.

Risk

7.8. You shall ensure that the Yellow Card Services and the Partner Services are not used to facilitate transactions for any industries or entities that do not comply with Yellow Card's AML Programme.

7.9. You agree that neither the Yellow Card Services nor the Partner Services shall be used to facilitate or associate with any business activities that were not disclosed to and approved by us during our onboarding and due diligence processes prior to the Effective Date or during the term of this Agreement, nor with any activities involving a jurisdiction that is prohibited or restricted under the Yellow Card Policies, without first obtaining our prior written consent, which shall not be unreasonably withheld.

7.10. You agree to promptly notify us of any known or anticipated changes to your business model that may affect our assessment of your financial crime risk exposure. These changes include, without limitation, changes to your beneficial ownership, a change of Control (including sufficient details of the new Controller), changes to the type of financial crime risk exposures such as jurisdictional, industry or entity changes of your End-Users or Sub-Clients, and material changes to your financial crime systems and controls, such as the appointment of a new money laundering reporting officer.

7.11. Request for Information. Unless prohibited by Applicable Law, you agree to promptly, or within the prescribed time frame notified by us to you, provide us with all relevant and necessary information (including information relating to your End-Users, Internal Audit reports, and due diligence procedures, as well as any partners or other third parties, which we reasonably require for transaction monitoring purposes), co-operation and assistance reasonably requested by us to comply with our obligations under this Agreement, Applicable Law, and the Yellow Card Policies, or to respond to a request or recommendation of any Regulatory Authority, Yellow Card Banking Partner, and/or law enforcement authority.

7.12. You acknowledge and agree that Yellow Card and its Affiliates are subject to Applicable Law, including sanctions, anti-money laundering and counter-terrorist financing laws, and are required to implement transaction monitoring, blockchain analytics, sanctions screening and other financial crime controls. Where any fiat funds or Digital Assets credited or proposed to be credited to any of your Wallets are determined, in Yellow Card's reasonable discretion or pursuant to any screening system, regulatory requirement, Service Partner instruction or law enforcement request, to originate from, be associated with, or be reasonably suspected of being associated with a sanctioned person, restricted jurisdiction, blocked wallet address, high-risk counterparty, illicit activity, or other prohibited or flagged source under Applicable Law or the Yellow Card AML Programme, Yellow Card may, without prior notice where legally restricted from doing so, refuse to credit such funds, place an immediate hold, freeze, restrict or quarantine the relevant funds or Digital Assets, suspend access to the affected Wallet, and take any other action required to comply with Applicable Law or any direction of a Regulatory Authority, Service Partner, Banking Partner or law enforcement authority. You acknowledge that Yellow Card may be legally prohibited from releasing such funds unless and until it is satisfied that release is lawful, and in certain circumstances may be required to block, report, return, forfeit or otherwise deal with such funds in accordance with Applicable Law. You agree that Yellow Card shall have no liability to you, your End-Users or any third party for any delay, hold, freeze, non-release or reporting action taken in good faith pursuant to this clause, and you further agree to promptly provide any information or documentation reasonably requested by Yellow Card in connection with any such review or investigation

8. OUR OBLIGATIONS

8.1. General. In supplying the Yellow Card Services to you, we shall use commercially reasonable efforts to cooperate with you in any manner reasonably requested in connection with this Agreement, including by providing timely support and necessary information, to perform the Yellow Card Services in accordance with the terms of this Agreement, and to ensure that the Personnel engaged in providing the Yellow Card Services are suitably skilled and experienced and deployed in sufficient numbers to fulfil our obligations under this Agreement.

8.2. Regulatory Classification and Authorisation

We will endeavour to ensure that we and our Affiliates have the necessary structures in place to lawfully perform the Yellow Card Services under this Agreement, perform the Yellow Card Services with the level of care, skill and diligence consistent with Industry Practice, and comply with Applicable Law.

8.3. You acknowledge that the regulatory classification of the Yellow Card Services and/or Partner Services may vary across jurisdictions and may depend on the nature of the relevant Service, the manner in which it is performed, and the identity of the person performing it.

8.4. To the extent that the performance of any Yellow Card Service and/or Partner Service constitutes a regulated activity under Applicable Law in a relevant jurisdiction, such Yellow Card Service and/or Partner Service shall be deemed to be performed by the Affiliate or Service Partner within that holds, or is otherwise entitled to rely upon, the requisite license, registration, authorisation, or regulatory status required under Applicable Law in that jurisdiction.

8.5. The allocation of a Yellow Card Service and/or Partner Service to a particular Affiliate or Service Partner may be determined by Yellow Card having regard to regulatory permissions, licensing requirements, settlement infrastructure, liquidity arrangements, or internal structuring considerations, and may be reflected in the applicable Service Schedule, transaction confirmation, Treasury Portal record, Conversion Quote, or other communication issued in connection with the relevant transaction.

8.6. Nothing in this Agreement shall be construed as requiring any member of the Yellow Card Group to perform a regulated activity in a jurisdiction where it does not hold the requisite authorisation under Applicable Law, and you agree that the structure and allocation of Services under this Agreement are intended to ensure compliance with Applicable Law in each relevant jurisdiction.

8.7. Without limiting the foregoing, Afritech Services Sp. z o.o. does not provide, and shall not be treated as providing, any crypto-asset services within the meaning of Regulation (EU) 2023/1114 on markets in crypto-assets (“MiCA”) to customers established or domiciled in the European Union or the European Economic Area. Afritech Services Sp. z o.o. may provide services to you that do not constitute crypto-asset services under MiCA. Where you are established or domiciled in the European Union or the European Economic Area, any Service constituting a crypto-asset service under MiCA shall be provided to you by a Service Partner holding the requisite authorisation, and your access to and use of that Service shall be governed by the applicable Service Partner Agreement, including that Service Partner’s own terms and conditions.

8.8. You acknowledge that funds credited to Wallets are not safeguarded under any statutory safeguarding regime unless expressly stated in a jurisdiction-specific Service Schedule.

9. COMPLIANCE RELIANCE MODEL

9.1. General. In connection with certain Yellow Card Services, Yellow Card may permit a compliance reliance model (the "Compliance Reliance Model"). Where the Compliance Reliance Model applies to a Yellow Card Service, Yellow Card relies on you, as a regulated and appropriately licensed entity, to perform the required customer due diligence, know-your-customer ("KYC"), anti-money laundering ("AML"), sanctions screening, politically exposed persons ("PEP") screening, and such other compliance checks as may be required under Applicable Law (together, "End-User Compliance Checks") in respect of your End-Users and Sub-Clients, in lieu of Yellow Card performing such checks directly at the individual End-User level. The application of the Compliance Reliance Model to a Yellow Card Service does not alter your obligations under clause 7 or any other provision of this Agreement; rather, it reflects the parties' agreed allocation of primary compliance responsibility for End-User Compliance Checks in connection with those Yellow Card Services to which the Compliance Reliance Model applies.

Your Obligations Under the Compliance Reliance Model

9.2. In respect of each Yellow Card Service to which the Compliance Reliance Model applies, you represent, warrant, and undertake, on a continuing basis throughout the term of this Agreement, that: (a) you are, and shall at all times remain, duly licensed, registered, or otherwise authorised under Applicable Law to carry out the End-User Compliance Checks required in respect of your End-Users and Sub-Clients in each relevant jurisdiction; (b) you maintain, and shall at all times maintain, an AML and KYC programme that meets or exceeds the requirements of Applicable Law in each jurisdiction in which you operate or have End-Users or Sub-Clients, including policies and procedures covering: (i) customer identification and verification; (ii) beneficial ownership determination; (iii) PEP screening; (iv) sanctions and restricted party screening; (v) adverse media screening; and (vi) ongoing transaction monitoring and periodic customer review; (c) you have performed, and shall continue to perform, the End-User Compliance Checks before permitting any End-User or Sub-Client to initiate or participate in any transaction processed through or in connection with such Yellow Card Service; (d) you shall maintain complete and accurate records of all End-User Compliance Checks performed by you, including the identity documentation and verification materials obtained, for the minimum retention periods required by Applicable Law, and in any event for no less than five (5) years from the date of the relevant check; and (e) you shall promptly notify Yellow Card, and immediately cease facilitating any further transactions in respect of that person, if any End-User or Sub-Client is identified as a sanctioned person, is subject to a regulatory restriction, or is otherwise determined to be ineligible to access or use the Yellow Card Services or the Partner Services.

9.3. You shall not permit any End-User or Sub-Client to access or use a Yellow Card Service to which the Compliance Reliance Model applies unless and until the applicable End-User Compliance Checks have been satisfactorily completed in accordance with this clause and Applicable Law, and you have determined that the relevant End-User or Sub-Client does not present an unacceptable risk under your AML and KYC programme or under Applicable Law.

9.4. Yellow Card's Reliance. Subject to your compliance with this clause, and to the extent permitted by Applicable Law, Yellow Card may, in providing any Yellow Card Service to which the Compliance Reliance Model applies, rely on you having performed the End-User Compliance Checks without independently verifying or replicating those checks at the level of individual End-Users. You acknowledge that: (a) Yellow Card's reliance on you under the Compliance Reliance Model does not constitute a waiver of, or limitation on, Yellow Card's own obligations under Applicable Law or the Yellow Card AML Programme; and (b) Yellow Card reserves the right, at any time, to perform additional or independent compliance checks on End-Users and Sub-Clients where required by Applicable Law, requested by a Regulatory Authority, Service Partner, or Banking Partner, or otherwise deemed necessary in Yellow Card's reasonable discretion.

Audit and Oversight

9.5. Yellow Card may, on reasonable written notice (save in circumstances involving actual or suspected financial crime, a regulatory concern, or where required by a Regulatory Authority, in which case no advance notice shall be required), request copies of your End-User Compliance Check policies, procedures, and records, and/or conduct or commission an audit of your compliance with this clause. You shall provide Yellow Card with timely access to such information, personnel, and records as are reasonably requested in connection with any such audit or review. Yellow Card may share the results of any such audit with any relevant Regulatory Authority, Service Partner, or Banking Partner to the extent required by Applicable Law or any applicable Requirements.

9.6. Without limiting any other rights or remedies available to Yellow Card under this Agreement, if Yellow Card reasonably determines or suspects that you have failed to perform the End-User Compliance Checks required under this clause, or that your End-User Compliance Check programme is inadequate or non-compliant with Applicable Law, Yellow Card may: (a) suspend or restrict your access to the relevant Yellow Card Service in accordance with the suspension provisions of this Agreement; (b) require you to remediate your End-User Compliance Check programme within a timeframe specified by Yellow Card acting reasonably; and (c) report the matter to any relevant Regulatory Authority to the extent required by Applicable Law. You shall indemnify and hold harmless Yellow Card, its Affiliates, Service Partners, and Banking Partners from and against any Losses arising from or in connection with your failure to perform, or failure to maintain adequate records of, the End-User Compliance Checks required under this clause.

10. AUTHORISED AGENTS

10.1. Appointment. You may appoint one or more third parties (each, an "Authorised Agent") to act for and on behalf of you in connection with one or more Yellow Card Services or Partner Services, including (without limitation) to instruct, settle, receive settlement for, or otherwise transact in respect of any Send, Receive, collection, disbursement, Conversion, Trade, or other transaction effected under any Service Schedule. Each such appointment shall be made by execution and delivery of an Authorised Agent Form to Yellow Card.

10.2. Conditions of Appointment. No appointment of an Authorised Agent shall be effective until: (a) a duly completed Authorised Agent Form has been received by Yellow Card; (b) Yellow Card has fulfilled its KYB and AML due diligence obligations in respect of the proposed Authorised Agent in accordance with the Yellow Card AML Programme and Applicable Law; and (c) Yellow Card has confirmed its acceptance of the appointment in writing. Yellow Card may decline to accept any appointment, or accept it subject to such conditions as Yellow Card may reasonably impose, in its sole discretion.

10.3. Your Responsibility. You shall remain fully responsible for the acts, omissions, instructions, and conduct of each Authorised Agent as if such acts, omissions, instructions, and conduct were your own. Every obligation, representation, warranty, and undertaking on your part under this Agreement shall apply equally to the activities of each Authorised Agent, and any breach by an Authorised Agent shall be deemed a breach by you. You shall procure that each Authorised Agent complies with this Agreement, all applicable Yellow Card Policies, and Applicable Law in connection with its activities under the Authorised Agent Form.

10.4. Suspension and Revocation. Yellow Card may, at any time and on written notice to you, suspend or revoke its acceptance of any Authorised Agent where Yellow Card has reasonable grounds to do so, including (without limitation) on AML, sanctions, financial crime, reputational, or risk grounds, or where required by Applicable Law, a Regulatory Authority, a Service Partner, or a Banking Partner. You may revoke any appointment of an Authorised Agent by written notice to Yellow Card, which revocation shall take effect upon Yellow Card's acknowledgement of receipt, and shall not affect the validity of any transaction initiated by the Authorised Agent prior to such acknowledgement.

10.5. Incorporation of Authorised Agent Form. Each Authorised Agent Form, once accepted by Yellow Card in accordance with this clause, is incorporated by reference into this Agreement and forms part of it. In the event of any inconsistency between an Authorised Agent Form and this Agreement, this Agreement shall prevail, save in respect of the specific authorities granted in the Authorised Agent Form.

11. FEES

11.1. You shall pay the Fees applicable to the Yellow Card Services and the Partner Services in accordance with this Agreement and Section E (Commercial Terms). We may deduct our Fees and charges from any of your Wallet(s) at the time transactions are executed, together with any other amounts due or incurred under or in connection with this Agreement, including any applicable monthly Fees, blockchain fees, Partner charges, network fees, and any other applicable costs, whether or not directly related to transactions processed via the Treasury Portal, and we may issue invoices from time to time (including following termination), which you shall pay in accordance with their stated terms.

11.2. To the fullest extent permitted by Applicable Law, we shall have a continuing right of set-off and combination of accounts and may at any time, without prior notice, offset any liabilities, amounts due, contingent obligations, or negative balances owed by you to us or to any member of the Yellow Card Group against any fiat balances or Digital Assets held in any of your Wallet(s). Where necessary to satisfy such liabilities or negative balances, we may retain fiat funds or liquidate Digital Assets, in whole or in part, at a commercially reasonable market price (which may be within five percent (5.0%) of the Prevailing Market Price at the time of execution), and you acknowledge that we shall not be responsible for any market fluctuation occurring before, during, or after such liquidation.

Taxes and Gross-Up.

11.3. Each party shall be solely responsible for determining, reporting and paying its own taxes and related filings arising in connection with this Agreement.

11.4. All Fees and other amounts payable by you under this Agreement are exclusive of any applicable taxes, including value added tax, goods and services tax, sales tax, digital services tax, withholding tax, or any similar tax, levy, duty or charge imposed under Applicable Law ("Transaction Taxes"). Where any Transaction Tax is payable in respect of a Fee or charge, you shall pay such Transaction Tax in addition to the Fee or charge, and Yellow Card may deduct the total amount (being the Fee together with the applicable Transaction Tax) from any of your Wallet(s) at the time of transaction execution or on the applicable billing date.

11.5. All amounts payable by you under this Agreement shall be paid in full, in cleared funds, without any counterclaim, deduction or withholding of any kind, except to the extent such withholding is required by Applicable Law. For the avoidance of doubt, this clause does not limit Yellow Card's rights of set-off under this Agreement.

11.6. If you are required by Applicable Law to make any deduction or withholding from any payment due to Yellow Card under this Agreement, you shall increase the amount payable so that, after making the required deduction or withholding and remitting it to the relevant authority, Yellow Card receives and retains an amount equal to the full amount that it would have received had no such deduction or withholding been required.

11.7. You shall provide Yellow Card with official receipts or other evidence reasonably satisfactory to Yellow Card evidencing payment of any amounts withheld to the relevant tax authority within thirty (30) days of making such payment.

11.8. Yellow Card shall not be required to absorb or bear any tax, levy, duty or similar charge imposed on payments made by you under this Agreement, and the economic burden of any required withholding or Transaction Tax shall remain solely with you.

12. AMENDMENTS

Except where expressly provided otherwise in a Service Schedule (and only in relation to that specific Service Schedule), we may update the Yellow Card Services and the terms of this Agreement at any time, at our sole discretion, by providing you with thirty (30) days' notice; provided that no such notice period shall be required for (a) any updates to the Yellow Card Services that do not have a material adverse impact on the Yellow Card Services, including the Treasury Portal, and/or that are operationally or technically critical to maintain the continuation of the Yellow Card Services or the Partner Services, including emergency maintenance, (b) changes to the API Documentation, and/or (c) changes required for us to comply with Applicable Law, including transitioning to or replacing any Affiliate or Service Provider, Requirements, or complying with a mandatory direction of a Regulatory Authority, in which case we shall take steps to provide you with as much prior notice of such updates as reasonably practicable, unless we are unable to do so in order to comply with Applicable Law. Notwithstanding the foregoing, we may from time to time update the terms of this Agreement in order to add additional Yellow Card Services and/or features and enhancements to existing Yellow Card Services, and the date on which you first use such new Yellow Card Service and/or feature or enhancement shall constitute the effective date of the applicable amendment.

13. SUSPENSION OF YELLOW CARD SERVICES

13.1. We may immediately suspend some or all of the Yellow Card Services or the Partner Services, including access to the Treasury Portal, where we consider it necessary or appropriate, including where continuing to provide the Yellow Card Services or the Partner Services would pose a security, financial crime, or legal risk; where we reasonably suspect unlawful or improper use of the Yellow Card Services or the Partner Services;

where you have provided materially incorrect or inaccurate information that would reasonably justify suspension; where you have failed to meet our due diligence checks or failed to provide information required to carry out such due diligence checks; where you fail to adhere to Applicable Law, the Yellow Card AML Programme, and/or any requirement imposed by a Regulatory Authority or law enforcement authority; where we are directed to do so by a Regulatory Authority or law enforcement authority; where we are required to do so by a Service Partner and/or Banking Partner; where we reasonably suspect that you have failed to comply with this Agreement and such failure has a material negative impact on us or any of the Yellow Card Services or the Partner Services, including use contrary to agreed permitted business activities; or where you have failed to comply with any Service Partner Agreement or may cause us to breach any agreement with a Service Partner or a Banking Partner. Moreover, this clause also applies, in a complementary manner, to the Prohibited Trading clause in Section E relating to an Exploitative Activity that has occurred, is occurring, or is reasonably likely to occur

13.2. Any suspension of the Yellow Card Services may result in a suspension of the Partner Services, and any suspension of the Partner Services may result in a suspension of the Yellow Card Services, and where we exercise our rights under clause 13.1 to suspend some or all of the Yellow Card Services or the Partner Services, we shall not be liable for any Losses suffered by you or your underlying End-Users or Sub-Clients as a result of such suspension (subject to clause 20), and we shall provide prior notice where reasonable in the circumstances unless prohibited from doing so by Applicable Law.

13.3. Where Yellow Card exercises its rights under this clause to suspend some or all of the Services, Yellow Card shall (a) use commercially reasonable efforts to notify you of the reason for the suspension to the extent permitted by Applicable Law, and (b) where the suspension is not required by Applicable Law, a Regulatory Authority, a Service Partner, or a law enforcement authority, use commercially reasonable efforts to review the circumstances giving rise to the suspension and, where appropriate, to restore access within a reasonable timeframe.

14. TERMINATION

14.1. Either party may terminate this Agreement (in whole or in part, including any Service Schedule) (i) for any reason upon providing 90 (ninety) days' written notice to the other party, provided that no termination of an Order Form under this limb (i) shall take effect prior to the expiry of the Initial Term of that Order Form, and any such notice given by you during the Initial Term shall be deemed to take effect on the later of (A) 90 (ninety) days after the date of the notice and (B) the date of expiry of the Initial Term; (ii) with immediate effect if the other party suffers a Force Majeure Event which has not been remedied, or in respect of which a written remediation plan has not been agreed between the parties, within 30 (thirty) days of its occurrence; (iii) with immediate effect if the other party commits a material breach of this Agreement which is incapable of remedy, or, if capable of remedy, fails to remedy such breach within 30 (thirty) days of receiving written notice requiring it to do so; (iv) with immediate effect if an Insolvency Event affecting the other party occurs; or (v) with immediate effect by written notice where a party is prevented from performing its obligations under this Agreement (other than payment of Fees and charges) due to a Force Majeure Event which continues for 15 (fifteen) consecutive days or more, provided that such termination notice is served within 30 (thirty) days following notification of a Force Majeure Event.

14.2. Notwithstanding the foregoing, and except where expressly provided otherwise in a Service Schedule, we may terminate this Agreement (in whole or in part, including any Service Schedule) with immediate effect upon written notice where (a) you commit a material breach of this Agreement or fail to comply with Applicable Law, and (where such breach is capable of remedy) you fail to remedy such breach within thirty (30) days of receiving written notice from Yellow Card specifying the breach and requiring its remedy, provided that no cure period shall apply in respect of any breach relating to AML Requirements, Financial Crime Laws, sanctions compliance, or any direction of a Regulatory Authority; (b) you fail to rectify non-payment of any outstanding amounts due under this Agreement within 60 (sixty) days of receiving written notice of such non-payment; (c) we reasonably believe that continuing to provide the Yellow Card Services may cause us to breach Applicable Law, be penalised by a Regulatory Authority, or where we are directed to do so by a

Regulatory Authority; (d) we reasonably suspect unlawful or improper use of the Yellow Card Services; (e) some or all of your Yellow Card Services have been suspended for an aggregate period exceeding 3 (three) months; or (f) you fail to comply with any Yellow Card Service Partner Agreement or may cause or have caused us to breach any agreement with a Service Partner and/or Banking Partner.

14.3. If this Agreement is terminated in whole by either party for any reason, (i) you shall remain liable for all outstanding amounts due and payable to us under this Agreement, and all such amounts shall become immediately due and payable; (ii) we shall not be liable to you for any Loss arising from our processing of instructions authorised by you prior to the effective date of termination; (iii) all licences and other rights to Intellectual Property granted to you under this Agreement shall automatically terminate as of the date of termination; (iv) you shall, at your sole option, return or destroy all Confidential Information of us or our Affiliates in your possession or control; (v) termination shall not affect any rights, remedies, obligations or liabilities of either party that have accrued or become due prior to the date of termination; and (vi) any Yellow Card Service Partner Agreement shall automatically terminate.

15. RETURN OF FUNDS

Provided that you have fulfilled your obligations to us, and except where we are prohibited from doing so under Applicable Law or as otherwise set out in a Service Partner Agreement, any fiat balances and/or Digital Assets reflected in your Wallet(s) and due and owing to you shall be returned within thirty (30) Business Days of the later of (a) the effective date of termination and (b) the date on which all outstanding obligations owed by you to Yellow Card under this Agreement have been satisfied, subject to any hold, freeze, reserve or restriction imposed under this Agreement or Applicable Law, to your nominated account or Digital Asset address (as applicable) as recorded in the Treasury Portal, or otherwise dealt with in accordance with proper notice and instructions from a liquidator, receiver, administrator, trustee, or similar person appointed in respect of you in bankruptcy or any analogous procedure. For the avoidance of doubt, the return of fiat balances reflected in a Fiat Wallet relates solely to amounts recorded in our systems as due and payable to you and does not imply the operation of a deposit account, payment account, e-money account, custodial account, or other regulated account. Where we do not hold details of a nominated account or Digital Asset address and fiat balances and/or Digital Assets remain reflected in your Wallet(s), you shall provide such nominated account details and Digital Asset address within 7 (seven) calendar days of receiving written notice from us to enable the return of such amounts, failing which you agree that we may take such actions as required under Applicable Law in respect of any fiat balances and may sell any remaining Digital Assets on the open market at a price within 5% of the Prevailing Market Price and return the proceeds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any fiat account linked to your Wallet(s)

16. UNCLAIMED FUNDS

If your Wallet(s) and/or Payment Account(s) (including any Virtual Account) remain closed or dormant for a period sufficient to trigger applicable abandoned property or escheat laws, we may be required, upon the passage of the relevant statutory time periods, to report any fiat balances and/or Digital Assets reflected in such Wallet(s) and/or Payment Account(s) as unclaimed property in accordance with Applicable Law; for the avoidance of doubt, any such reporting relates solely to amounts recorded in our systems as due and payable to you and does not imply the maintenance of a deposit account, payment account, custodial account, or other regulated account. Where such reporting obligation arises, we will use reasonable efforts to provide you with written notice, and if you fail to respond within 7 (seven) business days of such notice, or within such other period as required under Applicable Law, we may be required to remit or deliver the relevant amounts to the applicable governmental authority as unclaimed property, and we reserve the right to deduct any administrative fee in connection with such unclaimed funds to the extent permitted by Applicable Law.

17. CONFIDENTIALITY

17.1. Each party shall keep confidential and prevent the unauthorised access, use, or disclosure of the other party's Confidential Information and shall not copy, disclose, reproduce, or use such Confidential Information except as permitted under this clause 17.

17.2. A party may disclose the other party's Confidential Information to the extent that such disclosure: (a) is necessary to perform or receive the Services or otherwise to perform its obligations or exercise its rights under this Agreement, provided that any disclosure to its Personnel, professional advisors, potential financiers, or (in your case) Direct Third-Party Providers and Sub-Clients is subject to confidentiality obligations no less protective than those set out in this clause 17 and the disclosing party remains liable for the acts and omissions of such persons; or (b) is required by law, regulation, court order, or other civil proceedings connected to this Agreement, in which case the disclosing party shall, where permitted by Applicable Law, provide prompt notice to the other party to enable it to seek appropriate protective measures.

17.3. The obligations in this clause 17 shall not apply to information that has become publicly available other than as a result of a breach of this clause 17.

17.4. Each party shall use the other party's Confidential Information solely for the purpose of exercising its rights and performing its obligations under this Agreement.

17.5. The obligations in this clause 17 shall survive termination or expiry of this Agreement for a period of three (3) years.

18. INTELLECTUAL PROPERTY AND REVERSE ENGINEERING

18.1. Ownership of the Yellow Card Services and Yellow Card Data. As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the Yellow Card Services, the Treasury Portal, the Treasury Portal Platform, the Yellow Card API, the API Documentation, all related software in source code and object code form, interfaces, workflows, pricing engines, Conversion methodologies, status engines, settlement infrastructure, compliance and screening tools, system architecture, user interfaces, designs, algorithms, reports, templates, configurations, and all updates, upgrades, enhancements and modifications thereto, together with all Yellow Card Data, shall remain exclusively vested in Yellow Card Financial Inc. and its licensors. Nothing in this Agreement transfers to you any ownership interest in the Yellow Card Services or Yellow Card Data, and except for the limited licences expressly granted under this Agreement, all rights are reserved by Yellow Card and its licensors.

18.2. Ownership of Customer Materials. As between the parties, you retain all right, title and interest, including all Intellectual Property Rights, in and to the Customer Materials and your pre-existing Intellectual Property Rights. Except as expressly provided in this Agreement, nothing transfers ownership of either party's pre-existing Intellectual Property Rights.

18.3. Limited Licence to Use the Yellow Card Services. Subject to your continued compliance with this Agreement, Yellow Card grants you, for the Term, a limited, non-exclusive, royalty free, non-transferable, non-sublicensable except as expressly permitted under this Agreement, revocable licence to access and use the Yellow Card Services and Yellow Card Data solely to the extent necessary to receive and use the Services in accordance with this Agreement and the applicable Service Schedules. You may permit Authorised Users and Approved Sub-Licensees to access and use the Yellow Card Services solely on your behalf and under your control, provided that you remain fully responsible for their acts and omissions and ensure compliance with this Agreement at all times. Nothing in this Agreement creates any direct licence or contractual relationship between Yellow Card and any End-User, Sub-Client or Approved Sub-Licensee.

18.4. Licence to Yellow Card in Respect of Customer Materials. You grant to Yellow Card and the Yellow Card Group a non-exclusive, worldwide, royalty-free licence, with the right to sublicense to Service Partners solely to the extent necessary, to host, process, transmit, store, copy and otherwise use Customer Materials solely for the purposes of providing, securing, maintaining, supporting and improving the Yellow Card Services, enforcing this Agreement and complying with Applicable Law. You represent and warrant that you have all rights and permissions necessary to grant the foregoing licence.

18.5. Restrictions on Use of the Yellow Card Services and Yellow Card Data. Except as expressly permitted under this Agreement, you shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, algorithms, trade secrets or underlying structure of the Yellow Card Services; circumvent or interfere with any security, authentication, rate limiting or usage controls; remove or alter any proprietary notices; conduct benchmarking, penetration testing or vulnerability testing without Yellow Card's prior written consent; use the Yellow Card Services or

Yellow Card Data to develop, support or commercialise any product or service that is competitive with or substantially similar to the Yellow Card Services; scrape, systematically extract, replicate, cache or harvest Yellow Card Data other than through authorised API functionality; or use the Yellow Card Services or Yellow Card Data in any unlawful manner or in breach of this Agreement.

18.6. Data Usage and Competitive Restrictions. You may retain and use transaction data generated through your lawful use of the Yellow Card Services for your internal business purposes, including accounting, audit, compliance, reconciliation and regulatory reporting, provided that you shall not export Yellow Card Data in bulk outside the ordinary functionality of the Services, create derivative datasets for resale, or use Yellow Card Data to analyse, replicate or model Yellow Card's pricing methodologies, spreads, liquidity routing logic, settlement processes, approval workflows, status engines or other proprietary aspects of the Yellow Card Services for the purpose of developing a competing infrastructure or treasury product.

18.7. Artificial Intelligence and Machine Learning Restrictions. You shall not, and shall not permit any third party to, use the Yellow Card Services or any Yellow Card Data, including outputs, API responses, pricing information, transaction data, status information or metadata, to train, retrain, fine-tune, validate or develop any artificial intelligence, machine learning model, neural network, predictive analytics system or other automated decision-making system, provided that this restriction shall not apply to Customer Materials or to the use of transaction data strictly necessary for your internal accounting, compliance, audit or regulatory reporting purposes.

18.8. Developments, Integrations and Feedback. You retain ownership of independent systems, middleware, front-end interfaces and integrations developed by you that interface with the Yellow Card Services, provided that such systems do not incorporate or embed Yellow Card proprietary technology. To the extent any modification, enhancement or derivative work is created that incorporates or is based upon Yellow Card proprietary technology, all Intellectual Property Rights therein shall vest exclusively in Yellow Card, and you hereby assign, and shall procure the assignment of, such rights to Yellow Card. Any feedback, suggestions or recommendations provided by you relating to the Yellow Card Services may be used by Yellow Card without restriction or compensation, and all Intellectual Property Rights in any resulting improvements shall vest in Yellow Card.

18.9. Marks and Branding. Except as expressly authorised in writing by Yellow Card, you shall not use or register any trademarks, trade names, logos or branding of Yellow Card or the Yellow Card Group, nor remove or obscure any proprietary notices contained within the Yellow Card Services, and all goodwill arising from any authorised use shall inure exclusively to Yellow Card.

18.10. Intellectual Property Infringement Claims. Each party shall defend and indemnify the other against any third-party claim alleging that materials provided by the indemnifying party and used in accordance with this Agreement infringe the Intellectual Property Rights of a third party, subject to prompt notice, sole control of the defence and settlement by the indemnifying party, and reasonable cooperation by the indemnified party. If the Yellow Card Services are found or likely to be found to infringe, Yellow Card may, at its option, procure the right for continued use, modify the affected portion to make it non-infringing without materially reducing functionality, or terminate the affected Services and refund any prepaid Fees attributable to the unused portion, and this clause sets out the sole and exclusive remedy for intellectual property infringement claims.

18.11. Effect of Termination. Upon termination or expiry of this Agreement or any applicable Service Schedule, you shall immediately cease all use of the Yellow Card Services and Yellow Card Data and shall delete or destroy Yellow Card proprietary materials in your possession or control, except to the extent retention is required under Applicable Law, audit requirements, accounting standards or regulatory obligations, in which case such retained materials shall remain subject to the restrictions set out in this clause. The provisions relating to ownership, restrictions, artificial intelligence limitations, indemnities and branding shall survive termination.

19. DATA PROTECTION

You agree that we may process your personal data for the purposes of providing the Yellow Card

Services and the Partner Services, responding to your enquiries, and disclosing such personal data to third parties where necessary in connection with the performance of this Agreement. You acknowledge and agree that we act as a data controller in respect of any personal data processed by us in the course of providing the Yellow Card Services and the Partner Services; we shall process, manage, transfer, and protect such personal data in accordance with applicable Data Protection Laws, and further information regarding how we collect, use, disclose, and protect personal data is set out in our Privacy Policy.

20. LIABILITY

General

20.1. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to exclude or limit: (i) either party's liability for fraud, or for death or personal injury arising from its negligence; (ii) either party's liability where any of our Intellectual Property licensed to you has not been used in compliance with this Agreement; (iii) any amounts due and payable arising out of Service Schedule 2; (iv) any other amounts or charges, including Fees, that you are obliged to pay to us under this Agreement; or (v) any other liability which cannot be excluded or limited under Applicable Law.

20.2. Nothing in this Agreement limits your obligations in respect of any transactions performed using the Yellow Card Services and/or the Partner Services, including any transactions referred to in Section D of this Agreement, and you shall remain liable to us for such obligations to the extent that we fulfil them on your behalf.

20.3. Each Yellow Card Service is provided by the Yellow Card entity, and each Partner Service by the Service Partner, identified as the provider in the relevant Service Schedule. The entity that provides or executes a Service shall be liable to you in respect of that Service under, and subject to the limitations in, the relevant Service Schedule and this Agreement. Notwithstanding any provision to the contrary, no member of the Yellow Card Group shall be a guarantor of, or otherwise liable for, the obligations of any other member of the Yellow Card Group or of any Service Partner.

20.4. You acknowledge that certain Yellow Card Services depend on third-party systems or infrastructure, including payment schemes, settlement systems, clearing and settlement mechanisms, and regulatory platforms operated by public or private entities, and we shall not be liable for any Losses arising from any delay, failure, or error attributable to the performance, non-performance, or unavailability of such third-party infrastructure, except to the extent such Losses result directly from our fraud, wilful default, or negligence.

Exclusion of Indirect and Consequential Liability

20.5. Subject to what is stated elsewhere in this Agreement, neither party shall be liable for any Losses (whether in tort, contract, misrepresentation or otherwise) which constitute indirect, incidental, consequential, exemplary, special, or punitive damages of any kind arising under or in connection with this Agreement, including loss of profits, loss or corruption of data, or loss of revenue, business, goodwill, and/or investments (whether direct or indirect).

Limitation of Liability

20.6. Subject to clauses 20.1 and 20.2, each party's total aggregate liability to the other for all claims for Losses, whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution, or otherwise, arising from or relating to this Agreement shall not exceed the Fees paid and payable by you to us in the twelve (12) month period immediately preceding the date on which the relevant claim(s) arose (the "General Cap").

20.7. For the avoidance of doubt, you shall not be entitled to make a claim for damages or seek indemnification from any member of the Yellow Card Group under this Agreement or any Service Schedule to the extent that you (or any of your Affiliates) have already made a claim for the same loss or damage against another member of the Yellow Card Group under this Agreement or a Service Schedule.

Disclaimers

20.8. While we make reasonable efforts to ensure that information provided through the Yellow Card Services and the Partner Services is accurate, reliable, and up to date, you acknowledge and agree that all such information is provided "as is".

20.9. Except as expressly set out in this Agreement, Yellow Card makes no warranty, representation, guarantee, or condition of any kind, whether express or implied, in relation to the Yellow Card Services or the Partner Services and, to the maximum extent permitted by Applicable Law, expressly disclaims all implied warranties, representations, guarantees, and conditions, including those relating to merchantability, fitness for a particular purpose, and non-infringement, and does not warrant that the Yellow Card Services or the Partner Services will meet your requirements or operate without interruption, error, bugs, or uninterrupted availability.

21. INDEMNIFICATION

21.1. Customer Indemnity. You shall defend, indemnify, and hold harmless Yellow Card, its Affiliates, and their respective officers, directors, employees, agents, and Service Partners (each, an "Indemnified Party") from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) ("Indemnified Losses") arising out of or in connection with: (i) any breach by you, your Personnel, Authorised Users, Authorised Agents, Approved Sub-Licensees, Sub-Clients, or End-Users of any obligation, representation, warranty, or undertaking under this Agreement or any applicable Service Partner Agreement; (ii) any failure by you to comply with Applicable Law, including your KYC, AML, sanctions screening, and transaction monitoring obligations; (iii) any third-party claim brought against an Indemnified Party arising from or in connection with your use of the Yellow Card Services or Partner Services, or the use of the Yellow Card Services by your End-Users, Sub-Clients, Authorised Agents or Approved Sub-Licensees; (iv) any misuse of the Treasury Portal, the Yellow Card API, or any other element of the Yellow Card Services by you or any person acting on your behalf or under your account credentials; or (v) any claim that the Customer Materials infringe or misappropriate the intellectual property rights, privacy rights, or other rights of any third party.

21.2. Yellow Card Indemnity. Subject to the limitations and exclusions set out in this Agreement, Yellow Card shall defend, indemnify, and hold harmless you and your officers, directors, and employees from and against any Indemnified Losses arising out of or in connection with: (i) Yellow Card's gross negligence or wilful misconduct in the performance of the Yellow Card Services; or (ii) any third-party claim that the Yellow Card Services (excluding any component contributed or modified by you), when used by you in accordance with this Agreement, infringe the intellectual property rights of a third party (which indemnity shall apply in addition to, and not instead of, the intellectual property infringement indemnity set out in clause 18.10).

21.3. Indemnification Procedure. The indemnified party shall: (i) promptly notify the indemnifying party in writing upon becoming aware of any claim in respect of which indemnification may be sought, provided that failure to give prompt notice shall not relieve the indemnifying party of its indemnification obligations except to the extent it is materially prejudiced by such failure; (ii) grant the indemnifying party sole control of the defence and settlement of such claim, provided that the indemnifying party shall not settle any claim in a manner that admits fault or liability on the part of the indemnified party, or imposes any obligation or restriction on the indemnified party, without the indemnified party's prior written consent (not to be unreasonably withheld); and (iii) provide reasonable cooperation and assistance to the indemnifying party in the defence of such claim, at the indemnifying party's cost.

21.4. Relationship to Liability Cap. The indemnification obligations set out in this clause shall be subject to the limitations and exclusions of liability set out in this Agreement, including the General Cap, save that: (i) Yellow Card's indemnification obligations in respect of gross negligence or wilful misconduct under clause 21.2(i) shall not be subject to the consequential loss exclusion set out in this Agreement; and (ii) your indemnification obligations under clause 21.1(ii) relating to KYC, AML, and sanctions compliance failures shall not be subject to the General Cap.

22. WARRANTIES

Each party represents, warrants, and undertakes on a continuing basis throughout the term of this Agreement that it has the full legal right, power, and authority to enter into and perform its obligations under this Agreement, that it shall perform its obligations in accordance with Applicable Law, that it is duly constituted, organised, and validly existing under the laws of its jurisdiction of incorporation, and that the entry into, exercise of rights under, and performance of its obligations under this Agreement do not and will not result in a breach of Applicable Law, its constitutional documents, or any agreement, licence, instrument, order, judgment, or decree of any court, governmental agency, or Regulatory Authority to which it is subject, and each party shall notify the other as soon as reasonably practicable if it becomes aware that it may be in breach of the foregoing; you further represent, warrant, and undertake that your entry into, exercise of rights under, and performance of obligations under this Agreement do not and will not infringe the rights of any third party, and that all information provided by you, including by any person acting on your behalf, under or in connection with this Agreement is accurate, complete, and up to date.

23. FORCE MAJEURE

Save as qualified elsewhere in this Agreement, neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement (other than the payment of Fees) for so long as, and to the extent that, such performance is prevented, hindered, or delayed by a Force Majeure Event, provided that the affected party promptly notifies the other party in writing of the commencement of the Force Majeure Event (and in any event no later than ten (10) days after becoming aware of it) and uses all commercially reasonable efforts to mitigate and limit the effect of the Force Majeure Event on the performance of its obligations under this Agreement. Where a Force Majeure Event renders the provision of a specific Yellow Card Service or Partner Service unlawful or permanently impossible in a particular jurisdiction, either party may terminate the affected Service Schedule (or, where applicable, the provision of the affected Service in that jurisdiction) by written notice to the other party, without prejudice to the rights and obligations of the parties that have accrued prior to such termination.

24. AUDIT RIGHTS

You shall maintain complete, accurate, and up-to-date records in connection with this Agreement sufficient to enable us to verify your compliance with your obligations under this Agreement, any Service Partner Agreement, Applicable Law, and any applicable Requirements, and upon receipt of a written request from us you shall promptly provide all documentation reasonably necessary for us to confirm such compliance. We may from time to time require you to conduct an internal audit to assess your compliance with this Agreement, Applicable Law, and any applicable Requirements, including the adequacy and effectiveness of your financial crime systems, processes, standards, and control design (an "Internal Audit"), and such Internal Audit may be required not more than once in any calendar year, where we reasonably suspect non-compliance with this Agreement, or where required under Applicable Law or any applicable Requirements.

25. NOTICES AND ASSIGNMENT

25.1. All notices under this Agreement shall be in writing (by email) in the English language and, unless otherwise specified, shall be deemed received at the time of transmission, and shall be sent (i) in the case of notices to Yellow Card, to legal@yellowcard.io, and (ii) in the case of notices to you, to the email address provided by you at the time of onboarding; provided that any notice relating to the service of legal proceedings or other formal documents in connection with any legal action by you against us shall be served by registered post or courier to 16192 Coastal Highway Lewes, Delaware (DE) 19958, with a copy of such documentation sent by email to the attention of "Yellow Card Legal Team" at legal@yellowcard.io.

25.2. We may assign, transfer, or novate this Agreement or any Service Schedule, and any of our rights and obligations under this Agreement or any Service Schedule, to any member of the Yellow Card Group without your consent, and you may not assign, transfer, or novate any of your rights or obligations under this Agreement without our prior written consent (such consent not to be unreasonably withheld), provided that you may assign, transfer, or novate this Agreement to any of your Affiliates upon giving us not less than 30 (thirty) days' prior written notice.

26. MISCELLANEOUS

Governing Law and Jurisdiction

26.1. Except as expressly provided otherwise in an applicable Service Schedule (and solely with respect to the subject matter of such Service Schedule), this Agreement and any dispute, claim, or controversy arising out of or relating to this Agreement or its subject matter, formation, interpretation, breach, termination, enforcement, or validity (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

26.2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in the State of New York for the purposes of any action, suit, or proceeding arising out of or relating to this Agreement (including any non-contractual disputes or claims), waives to the fullest extent permitted by applicable law any objection to the laying of venue in such courts (including any claim of inconvenient forum), and consents to service of process in any such action or proceeding by any method permitted under applicable law.

26.3. Subcontracting. We may engage subcontractors, vendors, and third-party providers from time to time to perform some or all of the Yellow Card Services, provided that we shall remain responsible for the performance of the Yellow Card Services in accordance with this Agreement.

26.4. Public Announcements. Neither party shall make, or permit any person to make, any public announcement concerning the subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law, a Regulatory Authority, or a court or other authority of competent jurisdiction.

26.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions between the parties relating to that subject matter.

26.6. Waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any further exercise of it. No waiver of any provision of this Agreement shall be effective unless expressly stated to be a waiver and communicated in writing to the other party, and any waiver of a breach shall not constitute a waiver of any subsequent breach.

26.7. Survival. Any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after termination or expiry shall remain in full force and effect, including (without limitation) the provisions relating to audit, limitations of liability, indemnities, warranties, data protection, confidentiality, intellectual property rights, governing law, and this clause.

26.8. Primacy. In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of precedence shall apply: (i) the applicable Order Form shall prevail over all other documents; (ii) the relevant Service Schedule shall prevail over the General Terms and Conditions in Section C, but only in respect of the subject matter specifically addressed in that Service Schedule and the services described therein; and (iii) the General Terms and Conditions in Section C shall otherwise prevail over Section A, in each case only to the extent of the conflict or inconsistency concerned, with all other provisions of the lower-ranked document continuing in full force and effect.

26.9. Relationship of the Parties. Nothing in this Agreement shall create any relationship of employment, joint venture, pooling arrangement, principal and agent, partnership, association, or trust between the parties. Yellow Card shall at all times act solely as an independent service provider, and neither party shall have authority to bind the other without that party's prior written consent, nor shall either party hold itself out as an employee, agent, or representative of the other.

26.10. Severability. If any provision of this Agreement is held by a competent authority to be invalid, illegal, or unenforceable in whole or in part, such provision shall (to the extent of such invalidity, illegality, or unenforceability) be deemed severable and shall not affect the validity or enforceability of the remaining provisions. If such provision is fundamental to the achievement of the purpose of this Agreement, the parties shall negotiate in good faith to amend the provision so as to give effect, to the greatest extent possible, to its original commercial intent.

26.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all counterparts together shall constitute one and the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

26.12. Jurisdiction- Specific Disclaimers. The Yellow Card Services are offered across multiple jurisdictions and are subject to the Applicable Laws, regulatory requirements, and licensing conditions of each relevant market. Notwithstanding any other provision of this Agreement, Yellow Card reserves the right to apply, and you acknowledge that there may apply, jurisdiction-specific disclaimers, limitations, special conditions, restrictions, or modified terms ("Jurisdiction-Specific Conditions") in relation to the provision of any Yellow Card Service in a particular jurisdiction. Such Jurisdiction-Specific Conditions may arise from, without limitation: (a) local licensing or regulatory requirements; (b) mandatory statutory provisions that cannot be excluded or modified by contract; (c) restrictions imposed by Regulatory Authorities or Yellow Card Banking Partners in the relevant market; or (d) market-specific operational, compliance, or technical constraints. Where Jurisdiction-Specific Conditions apply, they shall be communicated to you through a Country-Specific Annex (as defined below), a Service Schedule, an Order Form, or such other written notice as Yellow Card may determine. In the event of any conflict between a Jurisdiction-Specific Condition and any other provision of this Agreement, the Jurisdiction-Specific Condition shall prevail to the extent of that conflict and solely in relation to the jurisdiction concerned.

26.13. Country-Specific Annexes. Yellow Card may, from time to time, issue country-specific annexes (each, a "Country-Specific Annex") to this Agreement to set out modified, additional, or supplemental terms applicable to the provision of the Yellow Card Services in a particular jurisdiction. Each Country-Specific Annex shall: (a) identify the jurisdiction or jurisdictions to which it applies; (b) specify any Jurisdiction-Specific Conditions, including any limitations on or exclusions from the Yellow Card Services available in that jurisdiction; (c) set out any local regulatory disclosures, licensing information, or mandatory statutory notices required by Applicable Law; and (d) where relevant, specify any modified Fee arrangements, settlement timelines, or operational procedures applicable in that jurisdiction. Each Country-Specific Annex shall be incorporated into and form an integral part of this Agreement upon execution or, where required by Applicable Law, upon such other form of acceptance as Yellow Card may specify. In the event of any conflict between a Country-Specific Annex and the main body of this Agreement or any Service Schedule, the Country-Specific Annex shall prevail to the extent of that conflict and solely in relation to the jurisdiction concerned. Yellow Card reserves the right to introduce, amend, or withdraw any Country-Specific Annex at any time by giving you not less than thirty (30) days' prior written notice, save where a shorter notice period is required to comply with Applicable Law or the direction of a Regulatory Authority, in which case Yellow Card shall give you the maximum notice reasonably practicable in the circumstances.

26.14. Entity Liability. Where a claim arises under a specific Service Schedule, the Yellow Card entity identified as the contracting party in that Service Schedule shall be the sole respondent in respect of claims arising under that Schedule. Yellow Card Financial Inc. shall not be liable for claims arising under Service Schedules 2, 3, 5 or 7, Afritech Services Sp. z o.o. shall not be liable for claims arising under Service Schedules 4 or 5, and Alkepay Inc. shall not be liable for claims arising under any Service Schedule other than Service Schedule 5 and any Conversion of one fiat currency for another fiat currency performed by it, in each case save for claims of fraud or wilful misconduct. For the avoidance of doubt, no member of the Yellow Card Group shall under any circumstances be considered a guarantor of, or otherwise liable for, the obligations of any other member of the Yellow Card Group under this Agreement.

SECTION D: SERVICES

SERVICE SCHEDULE 1: THE TREASURY PORTAL

This Service Schedule 1 (**Treasury Portal Terms**) forms part of the Agreement and is entered into between you and Yellow Card Financial Inc. and Afritech Services Sp. z o.o (together "Yellow Card", "we", "us", and "our"). This Service Schedule governs your access to and use of the Yellow Card Treasury Portal (the "Treasury Portal"). Capitalised terms used but not defined in this Service Schedule will have the meanings given to them in the Agreement. Your use of the Treasury Portal constitutes acceptance of this Service Schedule 1 (Treasury Portal Terms).

1. THE TREASURY PORTAL

1.1. We will provide you with access to the Treasury Portal, a technology interface that enables you to access and manage services provided under other Service Schedules, initiate, view and manage transaction requests including Send, Receive, Convert and Request for Quote requests, configure user roles, permissions and approval workflows, access transaction histories, reports and audit logs, and integrate with Yellow Card systems via API.

1.2. The Treasury Portal is a software and operational infrastructure layer only. It does not, of itself, constitute a bank account, payment account, deposit account, custody account or safeguarded account. The provision of any regulated or settlement services accessible through the Treasury Portal is governed exclusively by the applicable Service Schedule.

2. ACCESS METHODS

2.1. The Treasury Portal can be accessed either via (i) the web-based Treasury Portal Platform; or (ii) any other interface made available by us from time to time.

2.2. Access to the Treasury Portal is conditional upon successful onboarding and verification; acceptance of the Agreement and applicable Service Schedules; and compliance with the Acceptable Use Policy and any API Documentation.

2.3. We may issue credentials, API keys or other security credentials to enable access to the Treasury Portal. We may replace, suspend or revoke such credentials at any time in accordance with the Agreement.

2.4. We may modify the functionality, interfaces or technical specifications of the Treasury Portal from time to time.

3. PERMISSIONS AND APPROVAL WORKFLOWS

3.1. You may designate one or more Authorised Users to access and use the Treasury Portal on your behalf. You are responsible for assigning roles and permissions to Authorised Users, configuring approval workflows including any multi-user approval requirements, monitoring Authorised User activity, and ensuring that Authorised Users comply with the Agreement. Any act or omission of an Authorised User shall be deemed to be your act or omission. We are entitled to rely on any instruction submitted through the Treasury Portal using valid credentials as being authorised by you. You may request emergency suspension of an Authorised User's access by contacting Yellow Card via the agreed support channel, and Yellow Card shall use commercially reasonable efforts to action such request within four (4) hours during Support Hours.

3.2. The Treasury Portal enables you to assign specific permissions to Authorised Users, including permissions to create, edit or archive wallets, initiate Send, Receive or Convert requests, initiate Request For Quote actions, approve or reject transactions, and configure user access and approval settings, and you acknowledge that you are solely responsible for configuring and maintaining appropriate internal controls and segregation of duties.

3.3. Where you enable multi-user approval functionality, certain transactions may require approval by one or more additional Authorised Users before execution, and any such transaction must be approved within the approval timeframe configured on the Treasury Portal and may also be subject to applicable rate validity timeframes, failing which, if the approval timeframe expires before approval is granted, the transaction will automatically expire, any held balance will be released, and no liability shall arise to Yellow Card for non-execution, and for the avoidance of doubt, where a transaction is linked to a rate or quote that expires prior to approval, the transaction may expire notwithstanding that the approval timeframe has not yet elapsed.

4. TREASURY PORTAL SECURITY

4.1. Your Security Obligations. You are responsible for maintaining the security of the systems used to access the Treasury Portal, must ensure that all security credentials are kept confidential and secure, and must immediately reset such credentials and notify Yellow Card without delay if you suspect that they have been compromised.

4.2. Our Security Measures. We will implement commercially reasonable technical and organisational measures to protect the integrity and security of the Treasury Portal. We do not guarantee that the Treasury Portal will be free from cyber incidents, unauthorised access attempts, errors or interruptions.

5. AVAILABILITY

We will use commercially reasonable efforts to make the Treasury Portal available on a continuous basis. We do not guarantee uninterrupted or error-free operation. Downtime may occur due to various reasons, including (i) scheduled or emergency maintenance, (ii) third party infrastructure failures, (iii) banking system downtime, (iv) blockchain network congestion, (v) Force Majeure Events, or (vi) security incidents.

6. RECORDS, STATUS ENGINE AND BALANCES

Records and Audit Logs

6.1. The Treasury Portal may provide access to transaction histories, reports and audit logs. Treasury Portal records, including timestamps, approval logs and transaction records, constitute *prima facie* evidence of the relevant activity. You are responsible for reviewing records and notifying us promptly of discrepancies.

6.2. Transaction statuses displayed on the Treasury Portal, including but not limited to “Pending”, “In Progress”, “Completed”, “Expired”, “Cancelled”, “Failed”, “Reversed” or similar designations, are system-generated indicators of the transaction lifecycle. Status updates may occur automatically based on configured timeframes, approval logic, rate validity periods, reconciliation processes or other system conditions. System-driven status transitions, including expiries and automatic cancellations, shall be binding and final unless we determine that a manifest error has occurred. You may dispute a system-generated status transition by written notice to Yellow Card within five (5) Business Days of the relevant transition. Yellow Card shall review the dispute and respond within ten (10) Business Days. Pending resolution of such dispute, the status as recorded by Yellow Card shall apply.

6.3. Displayed Balance. Displayed balances may reflect pending, provisional or held amounts. A balance displayed on the Treasury Portal does not constitute confirmation of final settlement or cleared funds unless expressly stated under the applicable Service Schedule.

7. SUSPENSION AND RESTRICTIONS

We may suspend or restrict access where we reasonably believe that (i) there is suspected fraud or unauthorised activity, (ii) AML, sanctions or compliance concerns arise, (iii) a security risk exists, (iv) reconciliation discrepancies or system inconsistencies require investigation, (v) you are in breach of the Agreement, or (vi) suspension is required by law or a Regulatory Authority, and we may also temporarily suspend transaction processing or restrict specific functionality pending reconciliation or investigation.

8. ACCESS TO PARTNER SERVICES

Certain services accessible via the Treasury Portal may be provided directly by one or more Service Partners, including fiat payment rails, banking and settlement services, digital asset infrastructure services, blockchain processing, KYT monitoring or liquidity services, and where such services are provided they may be subject to separate terms between you and the relevant Service Partner. The Service Partner shall be solely responsible for its services, and your rights and remedies shall be governed by the applicable Service Partner terms. Yellow Card shall not be liable for the acts, omissions, insolvency, errors or delays of any Service Partner except as expressly provided in the Agreement.

9. NOTIFICATIONS

The Treasury Portal may generate notifications via in-app messaging, email or third-party communication channels. Such notifications are provided for convenience only. Failure to receive a notification does not affect the validity, status or enforceability of any transaction.

10. CHANGES AND TIME-BASED CONTROLS

We may modify, enhance, suspend or discontinue features, API versions or functionality from time to time. We may configure, implement or modify time-based controls, including approval timeframes, rate validity periods, receive expiry windows and Request for Quote response deadlines. Changes required for legal, regulatory or security reasons may take effect immediately.

11. ACCEPTABLE USE AND NO ADVICE

You must not use the Treasury Portal for unlawful or prohibited purposes. The Treasury Portal does not provide financial, investment, legal or tax advice. All transactions are initiated at your direction and risk.

SERVICE SCHEDULE 2: WALLET SERVICES

This Service Schedule 2 (**Wallet Services**) forms part of the Agreement and applies to Wallet Services made available through the Treasury Portal. This Service Schedule 2 is entered into between you and Afritech Services Sp. z o.o or StaaS Fintech Services SA, as applicable and subject to market availability, market restrictions, and Applicable Law ("Yellow Card", "we", "us", and "our") in respect of the provision of Wallets and related access functionality. The ability to Send funds, Receive funds and undertake Conversions through a Wallet are performed by designated Service Partners or Affiliates in respect of the relevant transaction, in accordance with the Agreement and this Service Schedule. Capitalised terms used but not defined in this Service Schedule will have the meanings given to them in the Agreement. Your access and use of any Wallet constitutes acceptance of this Service Schedule 2 (Yellow Card Wallet Services). Wallet infrastructure and ledger services under this Schedule are provided by Afritech Services Sp. z o.o. Conversion, Send and Receive services may be performed by the Yellow Card Affiliate or Service Partner designated for the relevant transaction in accordance with the Agreement. For the avoidance of doubt, a Conversion involving the exchange of one fiat currency for another fiat currency (without the involvement of a Digital Asset at the customer level) is performed by Alkepay Inc.

1. STRUCTURE OF THIS SERVICE SCHEDULE.

This Service Schedule is divided into the following Parts:

Part A - General Wallet Terms;
Part B - Fiat Wallets;
Part C - Digital Asset Wallets; and
Part D - Conversions.

2. DEFINITIONS

In this Service Schedule 2, the following terms have the meanings set out below:

2.1. "Auto-Conversion" means a Conversion executed automatically where the relevant transaction amount falls below the applicable Auto-Conversion Threshold.

2.2. "Auto-Conversion Threshold' means the transaction value below which a Conversion may be executed as an Auto-Conversion.

2.3. "Conversion" means the exchange of one fiat currency or Digital Asset for another fiat currency or Digital Asset.

2.4. "Conversion Rate" means the total rate applied to a Conversion, inclusive of Yellow Card's margin and applicable Fees.

2.5. "Conversion Quote" means a quote provided by Yellow Card setting out the terms of a proposed Conversion.

2.6. "Conversion Request" means an instruction submitted by you requesting Yellow Card to undertake a Conversion.

2.7. "Convert" means to initiate and execute a Conversion.

2.8. "First Party Account" means: (a) in respect of fiat transactions, a bank account held in your name and verified in accordance with Yellow Card's onboarding and compliance procedures; and (b) in respect of Digital Asset transactions, a wallet or blockchain address controlled by you.

2.9. "Request for Quote" Conversion means a Conversion requiring your acceptance of a Conversion Quote within a specified validity period.

2.10. "Third Party Account" means a wallet or blockchain address controlled by a third party.

2.11. "Yellow Card Wallet" or "Wallet" means a Fiat Wallet or Digital Asset Wallet made available through the Treasury Portal.

3. DESCRIPTION OF WALLETS

Within the Yellow Card Treasury Portal, and subject to availability and approval, Yellow Card may provide you with access to Fiat Wallets and Digital Asset Wallets (each a "Wallet" and together, the "Wallets").

4. NATURE OF WALLETS

4.1. A Wallet is an internal ledger account made available through the Treasury Portal and maintained by Yellow Card for the purpose of recording balances credited and debited in accordance with the Agreement. A Wallet is not a personal bank account, deposit account, savings account, electronic money account or safeguarded account unless expressly stated in a separate Service Schedule.

4.2. You will not earn any interest on balances held in a Wallet unless expressly agreed in writing.

5. EXECUTION OF WALLET TRANSACTIONS

5.1. Yellow Card provides the Wallet infrastructure, internal ledger and related access functionality.

5.2. The ability to Send funds, Receive funds and undertake Conversions through a Wallet constitutes underlying payment, settlement and Conversion services which may be performed by designated Service Partners or Affiliates.

5.3. Yellow Card transmits and routes your instructions to the relevant Service Partner or Affiliate and records the resulting debits and credits in its internal ledger.

5.4. Yellow Card does not itself operate payment rails, provide banking services, validate blockchain networks or act as principal in respect of any Conversion unless expressly stated in Part D.

5.5. The identity of the relevant Service Partner or Affiliate may be disclosed via the Treasury Portal, in transaction confirmations, in a Conversion Quote or otherwise in connection with the relevant transaction.

6. HOLDING STRUCTURE

6.1. Fiat funds and Digital Assets credited to Wallets may be held in one or more pooled or omnibus accounts, with banking partners, with digital asset custodians or infrastructure providers, or in wallet infrastructure controlled by Yellow Card. Yellow Card maintains internal ledgers reflecting Wallet balances and owes a corresponding contractual liability to you in respect of the balance recorded in your Wallet.

6.2. Save as otherwise stated in a Service Partner Agreement, you have no proprietary interest in any specific bank account, blockchain address or asset pool used to support Wallet balances.

7. REGULATORY STATUS

Unless expressly stated in a separate Service Schedule, the Wallet Services are not provided by a regulated credit institution, payment institution or electronic money institution. Wallet balances are not protected by any deposit guarantee scheme or similar protection mechanism, and in the event of Yellow Card's insolvency you may be treated as an unsecured creditor in respect of Wallet balances subject to applicable law, provided that nothing in this clause limits Yellow Card's contractual liability to you under the Agreement.

8. STAAS WALLET SERVICES LIMITATION

Where StaaS Fintech Services SA is the Service Provider in respect of Wallets, StaaS will not hold the relevant Digital Assets and/or fiat balances for a period exceeding 55 (fifty-five) calendar days. On expiry of that period, any such Digital Assets and/or fiat balances will be returned to you in accordance with the Applicable Law.

9. DEPOSIT INSURANCE

Where funds attributable to your account are held by a Service Partner that is an FDIC-insured institution, those funds may be eligible for pass-through federal deposit insurance up to applicable FDIC limits, subject to FDIC rules on titling, recordkeeping and account ownership categories. Digital Asset Wallet balances, Stablecoin balances and any other balances not held in a deposit account at an FDIC-insured institution are not insured by the FDIC. Yellow Card does not guarantee that any particular funds are or will be FDIC-insured. Yellow Card will identify in the Treasury Portal which balances are held with an FDIC-insured Service Partner.

10. ACCESS TO WALLET SERVICES

You may access the Yellow Card Wallet Services via the Yellow Card Treasury Portal and/or the Yellow Card API, and such access is subject to successful onboarding and verification, activation of the relevant Wallet type, compliance with applicable limits and controls, and ongoing compliance with the Agreement.

11. LEDGER AUTHORITY AND CORRECTIONS

Yellow Card's internal ledger records determine the balance of each Wallet, and Yellow Card may correct any clerical, accounting or system error, debit or credit a Wallet to remedy such error including where funds have been incorrectly allocated or credited, and suspend Wallet functionality pending reconciliation of any discrepancies between internal records and external records.

PART A: GENERAL WALLET TERMS

12. CURRENCIES

The currencies supported by Yellow Card from time to time are set out in the Yellow Card Help Centre or as otherwise made available via the Treasury Portal. Yellow Card may add, suspend or remove supported currencies at any time for operational, regulatory, liquidity or risk management reasons. Yellow Card shall have no obligation and shall not be liable for any transaction or exchange involving unsupported currencies. Yellow Card shall not be obligated to investigate, identify, retrieve or recover unsupported currencies.

13. CUT-OFF TIMES

In addition to any expiry periods, rate validity periods or time-based controls displayed in the Treasury Portal, cut-off times applicable to the Yellow Card Wallet Services may be set out in the Yellow Card Help Centre or otherwise communicated to you. Yellow Card may amend cut-off times at any time. Instructions received after a cut-off time shall be deemed received on the next Business Day.

14. LIMITS

Yellow Card may at any time impose or amend usage restrictions, including minimum transaction thresholds, maximum transaction thresholds, transaction volume limits, aggregate limits, country specific limits and Conversion limits, and such limits may be imposed or amended where required by liquidity providers, banking partners, compliance policies, operational considerations or risk management requirements.

15. INSTRUCTIONS

15.1. You authorise Yellow Card to act on your behalf to process payments and fulfil requests for refunds, returns, recalls and recovery or reversal requests, in accordance with this Agreement, Applicable Law or regulatory direction. You must provide all minimum required information. You warrant that such information is accurate and up to date. Yellow Card may rely on properly authenticated and formatted instructions submitted via the Treasury Portal or API as valid and authorised.

15.2. If you send an erroneous instruction, you must notify Yellow Card immediately. Yellow Card does not guarantee that it will be able to stop, withdraw or recover a transaction.

15.3. <u>Withdrawing an Instruction.</u> If you request cancellation of an instruction after submission, Yellow Card will use commercially reasonable efforts to stop or recover the transaction, but you acknowledge that cancellation or recovery may not be possible, that where funds have been credited to a beneficiary recovery may require the beneficiary's consent or compliance with Applicable Law, and that Yellow Card shall not be liable for any Loss arising from any inability to cancel or recover the transaction.

<u>Declining and Delaying Instructions</u>.

15.4. Yellow Card may decline to process, delay processing or suspend any instruction received from you, and shall not be liable for any Loss arising from such action, where: (i) you are in breach of this Agreement, any Service Schedule or Applicable Law; (ii) there are insufficient cleared funds or Digital Assets in the relevant Wallet; (iii) you have exceeded any applicable transaction limit, threshold or restriction relating to your Wallets; (iv) there is a dispute which Yellow Card reasonably believes to be genuine regarding ownership of or entitlement to funds or Digital Assets in your Wallets, or Yellow Card reasonably believes that a third party may have rights in respect of such assets; (v) the transaction is unusual or inconsistent with your prior transaction patterns, risk profile or stated use of the Wallet Services; (vi) processing the instruction may result in a breach of this Agreement, Applicable Law, or any agreement between Yellow Card and a Yellow Card Liquidity Partner, Yellow Card Banking Partner or Yellow Card Service Partner; (vii) Yellow Card reasonably considers the instruction to be incomplete, inaccurate, unclear, improperly formatted or requiring clarification; (viii) Yellow Card is unable to process the instruction due to maintenance, technical failure, system malfunction, third party infrastructure failure or circumstances beyond its reasonable control; (ix) reconciliation discrepancies, ledger inconsistencies or compliance reviews require investigation prior to processing; or (x) the relevant Wallet Service has been suspended in accordance with the Agreement.

15.5. Yellow Card may decline to accept or credit a payment and shall not be liable for any resulting Loss where acceptance of the payment would result in a breach of this Agreement or Applicable Law, would result in a breach of any agreement between Yellow Card and a Yellow Card Liquidity Partner, Yellow Card Banking Partner or Service Partner, or where Yellow Card reasonably suspects fraud, sanctions exposure, money laundering or other financial crime risk, and where Yellow Card declines or delays processing an instruction it will notify you of the reason to the extent reasonably practicable and permitted by Applicable Law.

16. INSTRUCTIONS MADE IN ERROR

16.1. You are solely responsible for the accuracy, completeness and validity of any instruction submitted through the Treasury Portal or API, and Yellow Card shall not be liable for any Loss arising from inaccurate, incomplete or erroneous instructions submitted by you or your Users, incorrect beneficiary details, wallet addresses or reference information, or any delay or failure resulting from such inaccuracies. Subject to Applicable Law, once an instruction has been processed in accordance with the details provided by you, the transaction shall be final and binding.

16.2. If Yellow Card becomes aware that funds or Digital Assets have been credited to your Wallet in error, including as a result of incorrect or missing reference information, clerical or system error, fraud or suspected fraud, or a recall, return or reversal request from a financial institution, blockchain participant, liquidity provider or other third party, Yellow Card may, without prior notice where necessary, (i) debit the relevant Wallet, (ii) reverse or reallocate the transaction, (iii) freeze the relevant balance pending investigation, and or (iv) take such other action as required by Applicable Law or applicable Requirements.

16.3. You authorise Yellow Card to debit your Wallet for the amount of any mistaken or erroneous credit, and where funds or Digital Assets subject to reversal have already been withdrawn or transferred, Yellow Card may recover the amount from you as a debt, set off the amount against other Wallet balances, and or suspend your access to the Wallet Services pending resolution.

17. COMPLIANCE RELIANCE MODEL

The Compliance Reliance Model (as defined in clause 9 of Section C: General Terms and Conditions) may apply to the Wallet Services. Where you permit End-Users or Sub-Clients to access or benefit from the Wallet Services through your platform, you are solely responsible for performing all End-User Compliance Checks in respect of such persons prior to, and on an ongoing basis during, their use of or access to the Wallet Services. Yellow Card's provision of Wallet

Services to you does not constitute or imply any assumption by Yellow Card of responsibility for the compliance of your End-Users or Sub-Clients.

PART B: FIAT WALLETS

18. FUNCTIONALITY

Subject to availability and activation, you may use a Fiat Wallet to send fiat funds to a First Party Account, receive fiat funds into the Fiat Wallet, use fiat funds to undertake a Conversion in accordance with Part D (including a Conversion into another fiat currency), and initiate or receive internal transfers between Fiat Wallets.

19. SENDING FIAT FUNDS

19.1. Processing Conditions. When you instruct Yellow Card to send fiat funds from a Fiat Wallet, the instruction will be processed subject to: (i) sufficient available and cleared balance; (ii) compliance, sanctions and transaction monitoring screening; (iii) applicable cut off times; (iv) liquidity availability; (v) any configured limits or approval workflows; and (vi) acceptance by the relevant Yellow Card Banking Partner or payment rail, and processing times may vary depending on: (a) the destination jurisdiction; (b) the relevant Yellow Card Banking Partner; (c) the applicable payment rail; and (d) any regulatory or compliance requirements. Yellow Card does not guarantee real-time processing or same-day settlement of outgoing fiat payments.

19.2. Conversions linked to Sends. Where a Send instruction involves a Conversion Request, the applicable Conversion must be executed in accordance with Part D before the fiat payment is processed; and if the Conversion expires or is not executed, the Send instruction shall not proceed.

20. RECEIVING FIAT FUNDS

20.1. Yellow Card will credit a Fiat Wallet when (i) cleared funds have been received into the relevant omnibus account, (ii) Yellow Card has completed its compliance, screening and reconciliation checks, and (iii) the internal ledger has been updated. Display of a transaction as "Completed" reflects ledger update and does not constitute confirmation of irrevocable bank settlement.

20.2. Where a reference code is used, it must be included accurately in the payment instruction, Yellow Card may rely on the reference information provided by the payer, and incorrect or incomplete reference information may result in delay or misallocation.

21. UNALLOCATED OR SUSPENDED FUNDS

Where incoming funds contain incorrect or insufficient reference information, cannot be matched with reasonable certainty, or require further compliance review, Yellow Card may place such funds in an internal unallocated or suspense ledger pending clarification, and funds held in an unallocated or suspense ledger shall not be available for withdrawal or Conversion and shall not be treated as credited to any Fiat Wallet, and Yellow Card may request supporting documentation to facilitate allocation, and if allocation cannot be completed within a reasonable period, Yellow Card may return the funds to the originating account.

PART C: DIGITAL ASSET WALLETS

22. NATURE OF DIGITAL ASSET WALLETS

22.1. A Digital Asset Wallet is a functionality made available through the Treasury Portal which enables you to initiate, Receive and manage Digital Asset transactions supported by Yellow Card. Digital Asset balances displayed in your Digital Asset Wallet reflect entries in Yellow Card's internal ledger.

22.2. Digital Assets underlying Digital Asset Wallet balances may be supported through blockchain infrastructure, pooled wallet arrangements or third-party service providers engaged by Yellow Card.

22.3. Your rights in respect of Digital Asset Wallet balances are contractual in nature and governed solely by this Agreement, and nothing in this Agreement shall be construed as creating a trust relationship, a fiduciary relationship, or any proprietary interest in a specific blockchain address or wallet infrastructure.

23. FUNCTIONALITY

23.1. Subject to availability, you may use a Digital Asset Wallet to Send Digital Assets to First Party Accounts and Third Party Accounts, Receive Digital Assets from First Party Accounts and Third Party Accounts, hold Digital Assets, and use Digital Assets to undertake a Conversion, and when you instruct Yellow Card to Send Digital Assets, processing is subject to (i) sufficient available balance, (ii) compliance, sanctions and blockchain analytics screening, (iii) approval workflows or whitelisting requirements, (iv) network conditions, (v) availability of gas or transaction fees, and (vi) wallet configuration.

23.2. Where your instruction involves a Conversion Request, the applicable Conversion must be executed in accordance with Part D before the transfer is broadcast.

23.3. Blockchain fees may be payable by you or your End-Users, as configured. Notwithstanding this, you remain liable to Yellow Card for all Fees.

23.4. Once a Digital Asset transaction has been broadcast to the relevant blockchain network, it is irreversible.

24. SENDING DIGITAL ASSETS

Processing Conditions.

24.1. When you instruct Yellow Card to Send Digital Assets from a Digital Asset Wallet, the instruction will be processed subject to: (i) sufficient available balance; (ii) compliance, sanctions and blockchain analytics screening; (iii) applicable approval workflows or whitelisting requirements; (iv) network conditions and availability of gas or transaction fees; and (v) wallet configuration.

24.2. Processing times may vary depending on: (a) the applicable blockchain network; (b) network congestion; (c) the relevant compliance screening outcome; and (d) any regulatory or compliance requirements. Yellow Card does not guarantee real-time processing or confirmation of Digital Asset transfers.

24.3. Conversions linked to Sends. Where a Send instruction involves a Conversion Request, the applicable Conversion must be executed in accordance with Part D before the transfer is broadcast. If the Conversion expires or is not executed, the Send instruction shall not proceed.

25. RECEIVING DIGITAL ASSETS

25.1. Yellow Card will credit your Digital Asset Wallet once (i) the relevant blockchain network reflects sufficient confirmations, as determined by Yellow Card, and (ii) internal compliance and risk checks have been completed, and credit may be delayed pending (a) blockchain confirmation thresholds, (b) sanctions or blockchain analytics review, or (c) internal reconciliation processes.

25.2. Yellow Card may refuse to credit or may freeze Digital Assets where (i) the Digital Assets are associated with sanctioned or high risk addresses, (ii) the transaction presents elevated compliance risk, (iii) the Digital Asset is unsupported, or (iv) such action is required by Applicable Law or a Regulatory Authority, and where a transaction is not approved Yellow Card may, where feasible and lawful, return the Digital Assets to the originating address, but Yellow Card does not guarantee that such return will be possible.

26. IRREVERSIBILITY AND ADDRESS RESPONSIBILITY

You are solely responsible for ensuring that any blockchain address provided is accurate, valid and compatible with the relevant network, and Yellow Card shall not be liable for any Loss arising from sending Digital Assets to an incorrect or incompatible address, use of the wrong blockchain network, address formatting errors, unsupported token standards or third party wallet failures, and you acknowledge that once a transaction has been broadcast to the blockchain it cannot be reversed by Yellow Card.

27. DISCONTINUATION OF SUPPORTED DIGITAL ASSETS

Yellow Card may discontinue support for any Digital Asset at any time by providing notice via the Treasury Portal or otherwise, and where support is discontinued (i) you may be required to withdraw the affected Digital Asset within a specified period, or (ii) Yellow Card may, where feasible and lawful, convert the unsupported Digital Asset into a Supported Digital Asset at a rate determined in accordance with Part D, and if an unsupported Digital Asset is sent to a Digital Asset Wallet, such Digital Asset may be permanently lost and Yellow Card shall have no obligation to recover it.

PART D: CONVERSIONS

28. CONVERSION SERVICE PARTNER

28.1. Each Conversion shall be performed by the Service Partner or Affiliate designated by Yellow Card to act as principal for that Conversion. The applicable Service Partner or Affiliate may be determined by Yellow Card based on the assets being exchanged, regulatory permissions or licensing requirements, the applicable settlement rails, and internal liquidity or treasury structuring. The identity of the Service Partner or Affiliate may be displayed in the Treasury Portal, included in a Conversion Quote, or otherwise notified to you.

28.2. For Conversions involving the exchange of one fiat currency for another fiat currency (without the involvement of a Digital Asset at the customer level), the principal is Alkepay Inc., an Affiliate of Yellow Card registered as a money services business with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and authorised for foreign exchange dealing and money remittance. Such Conversions are executed and settled by Alkepay Inc. in accordance with Applicable Law, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and its regulations.

28.3. Each Service Partner or Affiliate is responsible only for the Conversions it performs and shall have no liability for Conversions performed by another Service Partner or Affiliate.

28.4. Neither Yellow Card nor any Service Partner or Affiliate provides investment advice, portfolio management services or fiduciary services in connection with any Conversion, and you are solely responsible for determining the suitability and appropriateness of each Conversion.

29. REQUEST FOR QUOTE CONVERSIONS

29.1. When submitting a Conversion Request, you must specify the asset to be exchanged, the asset to be Received, the amount, the funding Wallet or account, and the settlement destination Wallet or account.

29.2. Submission of a Conversion Request does not obligate Yellow Card to provide a Conversion Quote.

29.3. Where Yellow Card elects to proceed, it will provide a Conversion Quote specifying the Conversion Rate, funding requirements, settlement destination, validity period, and any additional applicable terms.

29.4. Conversion Rates are determined by Yellow Card based on available liquidity, market conditions and internal pricing methodologies, and Yellow Card does not represent that any Conversion Rate reflects an interbank rate, mid market rate or any publicly available benchmark rate.

29.5. A Conversion Quote becomes binding only upon your acceptance within its stated validity period, and a binding Conversion contract is formed upon timely acceptance of a valid Conversion Quote. If no validity period is specified, the Conversion Quote shall expire 10 minutes after issuance. If Yellow Card does not provide a Conversion Quote within the applicable response timeframe, the Conversion Request shall be deemed rejected.

29.6. Execution of a Conversion is subject to (i) receipt of full funding, (ii) completion of compliance and risk checks, (iii) liquidity availability, (iv) continued availability of the quoted rate, and (v) absence of manifest error or market disruption.

29.7. Upon execution, Yellow Card shall debit the relevant Wallet and credit the proceeds to the nominated Wallet or account. Settlement may occur via internal ledger movements, fiat payment rails, Digital Asset rails, or a combination thereof. A Conversion shall be deemed completed when Yellow Card updates its internal ledger to reflect the corresponding debit and credit.

29.8. Once executed, a Conversion is final and binding and may not be revoked except in the case of manifest error.

30. AUTO-CONVERSIONS

30.1. Where the value of a Conversion falls below the applicable Auto-Conversion Threshold, Yellow Card may present a rate at the time of the transaction request and, upon your acceptance, execute the Conversion without a separate Conversion Quote. The Auto-Conversion Threshold may be determined and amended by Yellow Card from time to time in its sole discretion.

30.2. The Conversion Rate applied to an Auto-Conversion shall be the rate available at the time of execution, and Auto-Conversions are final once executed and may not be revoked or reversed except in the case of manifest error. Yellow Card may suspend or disable Auto-Conversions where reasonably necessary due to market volatility, liquidity constraints, compliance concerns, technical disruption, or regulatory requirements.

31. FUNDING EXCEPTIONS

In the event of overpayment, underpayment, funding after expiry of a Conversion Quote, or manifest error, Yellow Card may cancel the Conversion or agree revised terms with you, and may return Received amounts to the originating account or Wallet subject to Applicable Law. Unless arising from Yellow Card's error, Yellow Card may charge an administrative fee in respect of funding exceptions.

SERVICE SCHEDULE 3: CUSTOM WALLET SERVICES

This Service Schedule 3 (**Custom Wallet Services**) forms part of the Agreement and applies to the creation, labelling, allocation, and management of Custom Wallets made available through the Treasury Portal. This Service Schedule is entered into between you and Afritech Services Sp. z o.o. ("Yellow Card", "we", "us", and "our"), which provides the wallet infrastructure and internal ledger functionality. Custom Wallet Services are an extension of, and a variation to, the Wallet Services provided under Service Schedule 2 (Yellow Card Wallet Services). This Service Schedule does not constitute a separate or standalone service and has no independent operation, and it is in all respects governed by, and subject to, Service Schedule 2 and the Agreement. Activation of Service Schedule 2 is a condition precedent to activation of this Service Schedule, and any suspension, deactivation, termination, or expiry of Service Schedule 2 or the Wallet Services applies equally to, and automatically terminates, the Custom Wallet Services. Capitalised terms used but not defined here have the meanings given in the Agreement or Service Schedule 2.

1. STRUCTURE OF THIS SERVICE SCHEDULE.

This Service Schedule is divided into the following Parts:

Part A - General;
Part B - Creation, Labelling, and Allocations; and
Part C - Reconciliation.

PART A: GENERAL

2. CURRENCIES

In this Service Schedule 3, the following terms have the meanings set out below:

2.1. "Custom Wallet" means an additional Digital Asset Wallet created within your Wallet structure that you may label, allocate, and operate, and which has all the functionality, rights, characteristics, and limitations of a Digital Asset Wallet under Service Schedule 2.

2.2. "Wallet Label" means the identifier you assign to a Custom Wallet for your own operational, allocation, and reconciliation purposes.

3. RELATIONSHIP WITH SERVICE SCHEDULE 2

3.1. Each Custom Wallet is a Digital Asset Wallet for the purposes of the Agreement, and the Custom Wallet Services are a means of creating, labelling, and allocating additional Digital Asset Wallets under Service Schedule 2. Service Schedule 2 applies in its entirety to each Custom Wallet and to the Custom Wallet Services, including the nature of Wallets as internal ledger accounts, the holding structure, the execution of Wallet transactions, the Send, Receive, and Conversion functionality set out in Part C (Digital Asset Wallets) and Part D (Conversions) of Service Schedule 2, instructions made in error, unallocated or suspended funds, suspension and restrictions, and the Compliance Reliance Model.

3.2. This Service Schedule sets out only the additional terms applicable to the creation, labelling, allocation, and reconciliation of Custom Wallets, and those terms apply in addition to, and do not derogate from, Service Schedule 2. In the event of any conflict or inconsistency between this Service Schedule and Service Schedule 2, Service Schedule 2 prevails.

4. NATURE AND STATUS OF CUSTOM WALLETS

4.1. The ability to create, label, and allocate multiple Custom Wallets is provided for your operational convenience and for ledger-level identification only. It does not constitute legal segregation, ring-fencing, safeguarding, or trust treatment of any Digital Assets, and Digital Assets recorded across your Digital Asset Wallets and Custom Wallets may be supported together through pooled wallet arrangements, blockchain infrastructure, or third-party service providers in accordance with the holding structure set out in Service Schedule 2.

4.2. The creation or allocation of Custom Wallets, including any allocation to or for the benefit of your End-Users, customers, merchants, or Sub-Clients, does not constitute the provision by Yellow Card of custody, safekeeping, trust, fiduciary, or escrow services, and does not create any direct relationship between Yellow Card and any of your End-Users or Sub-Clients. Your rights in respect of any Custom Wallet balance are contractual, are owed by Yellow Card to you as the account holder, and you remain an unsecured creditor in respect of such balances.

PART B: CREATION, LABELLING, AND ALLOCATION

5. CREATION

Subject to availability, approval, and any configured limits or approval workflows, you may create, label, allocate, and close Custom Wallets through the Treasury Portal.

6. PERMITTED USE

You may use Custom Wallets to allocate Digital Asset wallets to your End-Users, customers, or merchants for the collection, disbursement, and holding of Digital Assets, to organise Digital Asset balances by business line or counterparty, and for internal treasury organisation.

7. COMPLIANCE RELIANCE MODEL

Where you create or allocate Custom Wallets for the benefit of, or use by, your End-Users, customers, merchants, or Sub-Clients, the Compliance Reliance Model applies and you are solely responsible for performing all End-User Compliance Checks in respect of such persons, prior to and on an ongoing basis during their use of or access to any Custom Wallet. Yellow Card's provision of Custom Wallet Services does not constitute or imply any assumption by Yellow Card of responsibility for the compliance of your End-Users or Sub-Clients.

PART C: RECONCILIATION

8. ALLOCATION OF INCOMING DIGITAL ASSETS

Where an address, memo, destination tag, reference, or Wallet Label is used to allocate incoming Digital Assets to a Custom Wallet, it must be included accurately in the transaction, Yellow Card may rely on the information provided, and incorrect or incomplete information may result in delay or misallocation. Where incoming Digital Assets cannot be matched to a Custom Wallet with reasonable certainty or require further compliance review, they may be placed in an internal unallocated or suspense ledger pending clarification, and shall not be treated as credited to any Custom Wallet until allocated.

9. FUNCTIONALITY

Where the internal ledger balance of a Custom Wallet and the corresponding on-chain or provider balance cannot be reconciled, Yellow Card may suspend the movement of the affected balances pending completion of reconciliation.

SERVICE SCHEDULE 4: B2B PAYMENTS API

This Service Schedule 4 (**B2B Payments API**) forms part of the Agreement and governs your access to and use of the B2B Payments API and related settlement functionality. The B2B Payments API technology is provided by Yellow Card Financial Inc. Any Receive, Send, Conversion, payment or settlement services executed through the B2B Payments API shall be performed by the Yellow Card Affiliate designated to act as principal for the relevant transaction. The designated Affiliate shall act as principal in respect of such transactions. Capitalised terms used but not defined in this Service Schedule have the meanings given in the Agreement. Your access to or use of the B2B Payments API constitutes acceptance of this Service Schedule 4.

1. DEFINITIONS

In this Service Schedule 4, the following terms have the meanings set out below:

1.1. "B2B Payments API" means the application programming interface made available by Yellow Card to enable integration of the Send and Receive services into your platform.

1.2. "B2B Payments API Services" means the Send and Receive services and related settlement functionality made available via the B2B Payments API.

1.3. "Client Services" means the services you provide to your End-Users.

1.4. "Client System" means the platform, website, application, hardware or software operated by you in providing the Client Services.

1.5. "Eligibility Criteria" means Yellow Card's onboarding and continued-eligibility criteria for the B2B Payments API, including the technical configuration of your solution, your financial standing, your compliance with AML Requirements and sanctions, your holding of all necessary permissions and authorisations for your activities, and your security, operational and risk management controls.

1.6. "End-User Data" means any data relating to your End-Users, including personal data, that is submitted to or processed by Yellow Card in connection with the B2B Payments API Services.

1.7. "Malware" means any software, program or code intended to destroy, interfere with, corrupt or cause undesired effects on programs, files, data, executable code or systems, whether introduced wilfully, negligently or without knowledge of its existence.

1.8. "Stablecoin" means a Digital Asset designed to maintain a stable value relative to a fiat currency or reference asset, including USDT, USDC, PYUSD, RLUSD and such other stablecoins as Yellow Card may support from time to time.

2. B2B PAYMENTS API: GENERAL

2.1. Yellow Card provides the B2B Payments API to enable you to integrate fiat Receive and Send functionality into your Client System.

2.2. Yellow Card acts as principal in respect of all Conversions and settlement transactions executed via the B2B Payments API. Yellow Card does not act as your agent, fiduciary or investment adviser.

2.3. Your End-Users are your customers only. Yellow Card has no contractual relationship with your End-Users unless separately agreed. You remain solely responsible for: (a) onboarding and KYC of End-Users; (b) sanctions screening and transaction monitoring of End-Users; (c) authentication of End-User instructions; (d) customer support and complaint handling; (e) compliance with all Applicable Law in respect of your End-Users.

2.4. The B2B Payments API is provided on an "as is" basis. You and your End-Users must access the B2B Payments API only through secure integration points, and only End-Users to whom you have granted access may use the B2B Payments API Services through the Client System.

3. ONBOARDING AND ACCESS

3.1. Onboarding. Access to the B2B Payments API is subject to Yellow Card's onboarding approval and your satisfaction of the Eligibility Criteria and Yellow Card's technical, financial, compliance and security requirements. You warrant that all information and documentation you provide during onboarding is complete and accurate in all material respects, and you shall notify Yellow Card immediately of any material change.

3.2. Continued eligibility. Continued access to the B2B Payments API is conditional upon your continuing to satisfy the Eligibility Criteria and your ongoing compliance with the Agreement and Applicable Law.

3.3. Access controls. Yellow Card may, on reasonable notice, deny, suspend or restrict your or any End-User's access to the B2B Payments API where it reasonably believes such access is in violation of Applicable Law or the Agreement, or where required for regulatory, compliance, security or risk management reasons.

3.4. API information. All information made available through the B2B Payments API, including pricing data, remains the sole property of Yellow Card, and you may use it only for the purpose of receiving and using the B2B Payments API Services in accordance with the Agreement.

3.5. Instruction refusal. Yellow Card may decline, delay, or refuse to process any instruction that it reasonably suspects to be fraudulent, unauthorised, or unlawful, or that raises a material concern about the security of the B2B Payments API, and will notify you promptly of any such refusal where permitted by Applicable Law.

4. RECEIVE SERVICES

4.1. Collection. Yellow Card shall provide fiat collection channels to enable End-Users to deposit local fiat currency.

4.2. Conversion. Upon receipt of cleared funds and completion of compliance checks, Yellow Card shall: (a) convert the fiat amount into Stablecoin or other supported Digital Asset; and (b) notify you via the B2B Payments API.

4.3. End-User Wallet Credit. You are responsible for crediting the relevant End-User wallet on your platform upon receipt of confirmation.

4.4. Settlement to You. Yellow Card shall settle you in USD or agreed Stablecoin within the agreed settlement timeframe, typically within forty-eight hours of receipt of cleared funds unless otherwise agreed.

5. SEND SERVICES

5.1. Initiation. You may initiate Send transactions via the B2B Payments API in accordance with your End-User's instruction.

5.2. Debit Obligation. You must debit the End-User's wallet immediately upon initiating an Send transaction.

5.3. Execution. Yellow Card shall process the fiat payout subject to: (a) receipt of required funds; (b) compliance screening; (c) liquidity availability; (d) local payment rail constraints.

5.4. Alternative Settlement. Where enabled, End-Users may elect to Receive funds into a Yellow Card wallet, subject to integration requirements.

6. YOUR OPERATION OBLIGATIONS

6.1. Authentication. You are responsible for authenticating End-Users, for ensuring that payments are processed only when requested by the relevant End-User, and for rejecting any payment instruction that fails authentication.

6.2. Instructions and data. You are responsible for all acts and omissions in respect of instructions and transactions executed via the B2B Payments API. Transactions are executed using the data transmitted by you or your End-User, and Yellow Card is not responsible for any loss arising from inaccurate or incomplete data transmitted by you or your End-User. Any instruction received through the B2B Payments API may be processed as received.

6.3. Fraud prevention and misuse. You shall implement commercially reasonable processes to guard against fraud and other misconduct by your Personnel and End-Users, and you are responsible for any misuse of the B2B Payments API and for any activity that causes damage to Yellow Card's systems or reputation.

6.4. Transaction limits. You are responsible for setting and enforcing transaction limits applicable to your End-Users' use of the B2B Payments API Services.

6.5. Policies and metadata. You shall comply at all times with Yellow Card's security, technical and acceptable use policies, standards and requirements applicable to the B2B Payments API, as made available and updated from time to time, and shall provide accurate payment processing instructions and metadata as required by Yellow Card.

7. SERVICE LEVELS AND SUPPORT

7.1. Service Level Agreement. The Service Level Agreement set out in Section F of the Agreement applies to the B2B Payments API, including its provisions on availability, incident classification, response, support coverage, escalation and exclusions.

7.2. Settlement and response targets. In addition to Section F, Yellow Card will use commercially reasonable efforts to meet the following settlement and response targets, subject to the exclusions in Section F: (a) settlement of Receive proceeds to you within forty-eight (48) hours of receipt of cleared funds; (b) bank transfer disbursements settled within twenty-four (24) hours; (c) mobile money disbursements settled within forty-eight (48) hours; and (d) a first response to a logged support request within six (6) hours.

7.3. Service requests. Service requests must be logged through the Service Request System designated under Section F, and the applicable targets are triggered only from the time a service request is successfully logged. Yellow Card does not warrant that the B2B Payments API will be uninterrupted, timely, error-free or fit for any particular purpose.

7.4. Excused performance. Yellow Card is excused from any failure to perform an obligation under this Service Schedule, including a failure to meet a Service Level or settlement target, to the extent that the failure is caused by your failure, or the failure of a third party acting on your behalf, to perform your obligations under the Agreement, and any affected deadline shall be extended for a reasonable period. Yellow Card may charge you any additional costs it reasonably incurs in performing notwithstanding such failure, subject to prior written notice of those costs.

7.5. Fee verification and reconciliation. On your written request, Yellow Card will provide information reasonably required to verify the Fees deducted in connection with the B2B Payments API Services, provided that Yellow Card shall not be required to adopt an open book approach in respect of its accounting records. The parties shall cooperate in a monthly reconciliation of transactions and Fees, to be completed no later than the first Business Day of the following calendar month.

8. AML, REGULATORY COOPERATION AND CUSTOMER DUE DILIGENCE

8.1. Compliance Reliance Model. The Compliance Reliance Model (as defined in Section C of the Agreement) applies to the B2B Payments API Services. Your obligations under that clause apply in full in connection with all End-Users whose instructions are processed through the B2B Payments API, including in respect of Receive and Send transactions. Yellow

Card's completion of its own compliance screening in connection with a transaction does not discharge your obligation to have performed End-User Compliance Checks before initiating that transaction.

8.2. End-User compliance. You are responsible for the verification of End-Users' identity, sanctions and PEP screening, adverse media screening, AML transaction monitoring, ongoing monitoring, Travel Rule compliance and regulatory reporting in respect of your End-Users' use of the B2B Payments API Services.

8.3. Records on request. You shall provide complete and accurate copies of all relevant customer due diligence records, documents and information within forty-eight (48) hours of a written request by Yellow Card, whether for transaction monitoring, regulatory, supervisory or law enforcement purposes.

8.4. Annual certification. You shall, on an annual basis, deliver to Yellow Card a written certification signed by an authorised officer confirming that (a) your AML, counter-terrorist financing, counter-proliferation financing and financial crime compliance framework remains effective and compliant with Applicable Law; and (b) no material deficiencies have been identified in your controls, or, if identified, that appropriate remedial action has been implemented.

8.5. Cooperation and no tip-off. You shall cooperate with and assist Yellow Card in respect of any law enforcement or regulatory request, inquiry or related process arising out of transactions processed through the B2B Payments API, shall keep such requests confidential, and shall not tip off any End-User. Yellow Card may monitor and track End-User activity processed through the B2B Payments API for financial crime purposes and may share relevant information with you, subject to Applicable Law and the confidentiality provisions of the Agreement.

8.6. Financial crime covenant. Each party covenants that it shall not engage in any activity in connection with this Service Schedule that constitutes a violation of Financial Crime Laws, and shall promptly notify the other party on becoming aware of any such violation affecting the B2B Payments API Services, take appropriate remedial action, and provide reasonable assistance with any related investigation.

9. DATA PROTECTION

9.1. Roles. For the purposes of End-User Data that constitutes personal data and is processed in connection with the B2B Payments API Services, you act as the controller and Yellow Card acts as the processor. This clause prevails over the Data Protection clause in Section C of the Agreement to the extent of any inconsistency, but only in respect of such End-User Data.

9.2. Yellow Card as processor. Yellow Card shall, in respect of such End-User Data: (a) process it only on your documented instructions and as necessary to provide the B2B Payments API Services and comply with Applicable Law; (b) implement appropriate technical and organisational measures to protect it; (c) ensure that personnel authorised to process it are subject to confidentiality obligations; (d) provide reasonable assistance with data subject requests and with your obligations under Data Protection Laws; (e) notify you without undue delay on becoming aware of a personal data breach affecting it; and (f) engage sub-processors, including banking partners and payment service providers, that are subject to data protection obligations no less protective than those in this clause.

9.3. Your obligations as controller. You warrant that (a) you have a lawful basis to transfer the End-User Data to Yellow Card and to authorise its processing for the purposes of the Agreement; (b) you have provided to data subjects all information required under Data Protection Laws, including that you share End-User Data with Yellow Card and its sub-processors; and (c) the End-User Data is accurate and up to date. Each party shall comply with

Data Protection Laws in respect of its processing.

10. SECURITY

10.1. Secure connection. A secure connection must be established before any data is transferred, and each party is responsible for the security of its own systems.

10.2. Malware. Neither party shall knowingly transmit any Malware through the B2B Payments API or into the other party's systems, and each party shall use commercially available and current scanning and vulnerability assessment tools, in line with good industry practice, to test for Malware and vulnerabilities.

10.3. Security Requirements. You shall comply with the Security Requirements, validate all End-User inputs against the API schema validation rules before making an API call, and prevent unauthorised access to the B2B Payments API and Yellow Card data via the Client System.

10.4. Assessments and assurance. You shall conduct a risk and vulnerability assessment at least once per year, remediate identified vulnerabilities, and, on request, share with Yellow Card your latest SOC 2 Type 2 report or ISO 27001 report or, if neither is applicable, your current cybersecurity policy.

10.5. No unauthorised testing. You shall not, and shall ensure that your Personnel, contractors and agents do not, conduct or attempt any security testing, vulnerability scanning, penetration testing or similar activity against the B2B Payments API or related infrastructure without Yellow Card's prior written consent. Unauthorised testing is a material breach and may result in immediate suspension, termination and any other remedy available to Yellow Card.

10.6. Security Breach notification. You shall notify Yellow Card as soon as reasonably practicable, and in any event within twenty-four (24) hours, of becoming aware of any actual or suspected Security Breach affecting the B2B Payments API integration or the Client System, and shall provide all information available to you regarding the affected data.

11. CONSEQUENCES OF TERMINATION

11.1. Cessation of access. On termination or suspension of the B2B Payments API Services, your and your End-Users' right to access the B2B Payments API ends.

11.2. Offboarding. Immediately upon termination, or within five (5) business days where termination is without notice, you shall disconnect from and cease using the B2B Payments API, remove any implemented integration and any attribution, marketing or user interface elements referring to Yellow Card or the B2B Payments API Services from the Client System, and Yellow Card may disable and delete your API keys and credentials.

11.3. Funds and Fees. The return of any funds or Digital Assets, and the collection of outstanding Fees, on termination are governed by the Agreement, and Yellow Card may collect accrued Fees before any remaining funds or Digital Assets are returned to you.

12. PUBLICITY AND ATTRIBUTION

12.1. Attribution. You shall display, in a conspicuous manner within the Client System where the B2B Payments API Services are made available, an attribution stating that the relevant services are powered by Yellow Card, incorporating Yellow Card's brand name and logo in accordance with any brand guidelines provided by Yellow Card from time to time.

12.2. Brand licence. Each party grants the other a limited, non-exclusive, non-transferable, revocable licence to use its name, brand, and logo solely to the extent necessary to comply with this clause and to perform this Service Schedule. Your use of Yellow Card's marks remains subject to the Marks and Branding provisions of Section C, and each licence granted under this clause terminates automatically on the termination or suspension of this Service Schedule.

12.3. Publicity. Neither party shall issue any press release or other public communication concerning this Service Schedule or the parties' relationship without the prior written approval of the other party, save for disclosures required by Applicable Law or a Regulatory Authority.

13. DISCLAIMERS

13.1. The B2B Payments API is provided on an "as is" basis.

13.2. Yellow Card does not guarantee uninterrupted or error-free operation.

13.3. Yellow Card shall not be liable for losses arising from: (a) inaccurate or incomplete data transmitted by you; (b) failure to authenticate End-User instructions; (c) misuse of the B2B Payments API; (d) compliance failures attributable to you.

13.4. Liability remains subject to the limitations set out in the Agreement.

14. RELATIONSHIP TO THE AGREEMENT

14.1. The provisions of the Agreement, including the General Terms and Conditions in Section C, apply to this Service Schedule except to the extent inconsistent with the terms set out herein. The matters addressed in the Agreement, including term, termination, suspension, Fees and Taxes, set-off and recovery, confidentiality, intellectual property, indemnification, liability, warranties, force majeure, and the governing law and miscellaneous provisions, are not repeated in this Service Schedule and apply to the B2B Payments API Services as set out in the Agreement.

14.2. In the event of conflict, this Service Schedule prevails over Section C only in respect of the subject matter specifically addressed herein and the B2B Payments API Services described herein. Clause 9 (Data Protection) prevails over the Data Protection clause in Section C in respect of End-User Data.

14.3. Consistent with the entity liability provisions of the Agreement, the Yellow Card entity that executes a transaction under this Service Schedule is the sole respondent in respect of claims arising from that transaction, and no other member of the Yellow Card Group is liable for, or a guarantor of, those obligations.

14.4. Yellow Card may amend this Service Schedule, and may vary the B2B Payments API and its specifications, in accordance with the amendment provisions of the Agreement. Changes to the B2B Payments API may be notified by email or via Yellow Card's API Portal, and prior notice may not be given where a change is required for security, emergency, compliance or legal reasons.

SERVICE SCHEDULE 5: VIRTUAL ACCOUNT SERVICES

This Service Schedule 5 (**Virtual Account Services**) forms part of the Agreement and is entered into between you and Alkepay Inc. ("Yellow Card", "we", "us", "our"). This Service Schedule governs the allocation and use of Virtual Accounts. Capitalised terms used but not defined in this Service Schedule have the meanings given in the Agreement or, where applicable, Service Schedule 2 (Wallet Services). Your access to or use of any Virtual Account constitutes acceptance of this Service Schedule 5.

1. DEFINITIONS

In this Service Schedule 5, the following terms have the meanings set out below:

1.1. "First-Party Use" means use of a Virtual Account solely to Send and Receive funds where you are the named sender or beneficiary on each leg of the transaction, and not to Receive funds from, or Send funds to, any person or entity other than you.

1.2. "First-Party Virtual Account" means a Virtual Account limited to First-Party Use and not permitting Third-Party Payments.

1.3. "Management Account" means an omnibus, pooled, safeguarded or managed account held by or for the benefit of Yellow Card with a Service Partner for the purpose of facilitating Virtual Account transactions.

1.4. "Payment Counterparty" means any person or entity, other than you, that Sends funds to, Receives funds from, or is otherwise involved in a transaction conducted through a Third-Party Virtual Account.

1.5. "Third-Party Payment" means any payment received from or sent to a person or entity other than you.

1.6. "Third-Party Virtual Account" means a Virtual Account expressly designated in writing as permitting Third-Party Payments.

1.7. "Underlying Account" means an omnibus or managed account held by or on behalf of Yellow Card with a Service Partner for the purpose of receiving and processing funds.

1.8. "Virtual Account" means a unique payment reference, which may take the form of a virtual IBAN, local bank account number, sort code, routing number or other payment identifier, allocated to you by Yellow Card (or by a Service Partner on Yellow Card's instruction) for the sole purpose of routing, identifying and reconciling inbound and outbound fiat payments. A Virtual Account is a technical reconciliation tool only. It does not constitute, and shall not be construed as, a bank account, payment account, deposit account, electronic money account, stored value facility, trust arrangement, safeguarded account, or any other form of regulated account in your name. You have no proprietary, beneficial or security interest in any funds held in any Underlying Account or Management Account by virtue of holding a Virtual Account. The format, structure, issuing jurisdiction and currency of a Virtual Account are determined by Yellow Card in its sole discretion and may be changed from time to time.

2. NATURE OF SERVICES

2.1. Virtual Accounts are payment routing and reconciliation tools only. A Virtual Account is not a bank account, payment account or deposit account, does not constitute electronic money, does not create any trust, safeguarding or fiduciary relationship, and does not give you any proprietary interest in any Underlying Account.

2.2. All funds Received through a Virtual Account are received and held by Yellow Card, or by Service Partners, for the purpose of providing the Services.

2.3. Your rights in respect of funds are purely contractual and arise solely upon ledger credit to your Virtual Account balance. You acknowledge that you have no ownership interest in any specific funds held in any Underlying Account or Management Account.

2.4. Yellow Card may, at its discretion (i) allocate different Service Partners to different Virtual Accounts; (ii) migrate a Virtual Account from one Service Partner to another; (iii) consolidate or segregate Virtual Accounts across multiple Underlying Accounts; (iv) change the Management Account structure used to support a Virtual Account, where reasonably required for regulatory, operational, liquidity or risk management purposes.

2.5. No interest, profits, yield or investment return shall accrue to you in respect of any funds reflected in the Virtual Account balance.

2.6. Nothing in this Service Schedule creates a partnership, joint venture, agency, fiduciary or trust relationship between the parties.

3. SERVICE PARTNER TERMS AND DEPOSIT INSURANCE

3.1. Certain Virtual Account Services may be provided through a Service Partner that is a regulated financial institution. Where this is the case, you may be required to accept the Service Partner's own terms, disclosures and agreements as a condition of accessing those services. Yellow Card will notify you of any such requirement prior to activation. Without limiting the foregoing, as a condition of the activation and continued provision of the Virtual Account Services, you shall: (i) accept, and agree to be bound by, the relevant Service Partner's terms and conditions, acceptable use policy, and any related operating terms (the "Service Partner Terms"), the current version of which is available here, as updated by the relevant Service Partner from time to time; and (ii) execute and deliver a limited power of attorney, incorporating a deed of accession to the Service Partner Terms, in Yellow Card's standard form (the "Power of Attorney"), authorising Yellow Card to open, manage, and operate accounts with the relevant Service Partner, to give instructions to the relevant Service Partner, and to accept the Service Partner Terms, in each case on your behalf. You agree that acceptance of the Service Partner Terms on your behalf pursuant to the Power of Attorney is binding on you, and that your continued access to or use of the Virtual Account Services constitutes acceptance of the Service Partner Terms as updated from time to time. Yellow Card may decline to activate, or may suspend, the Virtual Account Services until the Power of Attorney has been executed and delivered and the Service Partner Terms have been accepted.

3.2. Eligible funds held in a deposit account at an FDIC-insured Service Partner may qualify for federal deposit insurance up to applicable limits, subject to the Service Partner's terms and FDIC rules. Digital Asset Wallet balances, Stablecoin balances, and any other balances not held in a deposit account at an FDIC-insured institution are not FDIC-insured. Yellow Card does not guarantee deposit insurance eligibility.

4. ALLOCATION AND ACTIVATION

4.1. Virtual Accounts may be allocated at Yellow Card's discretion, subject to onboarding and due diligence approval, Service Partner approval, jurisdictional availability, and continued compliance with the Agreement.

4.2. Yellow Card may determine the structure and format of the Virtual Account, the issuing jurisdiction, the currency, and any applicable limits or restrictions.

4.3. Yellow Card may suspend, reassign or withdraw any Virtual Account where reasonably necessary for regulatory, operational, liquidity, compliance or risk management reasons.

5. TYPES OF VIRTUAL ACCOUNTS

Distinction Between Account Types

5.1. Yellow Card offers two categories of Virtual Account, namely First Party Virtual Accounts and Third-Party Virtual Accounts. The default account type is a First Party Virtual Account unless expressly designated in writing by Yellow Card as a Third-Party Virtual Account. You acknowledge that the scope of permitted use differs materially between the two categories.

First-Party Virtual Accounts

5.2. A First Party Virtual Account may be used solely for First Party Use.

5.3. You may only Send and Receive payments through a First-Party Virtual Account where you are the named party on both the sending and receiving side of the transaction. All incoming payments must originate from an account held in your name, and all outgoing payments must be directed to an account held in your name.

5.4. You must not permit any third party to use, access, Receive or Send funds through a First Party Virtual Account.

5.5. Any actual or attempted Third Party Payment through a First Party Virtual Account constitutes a material breach of the Agreement.

5.6. In the event of unauthorized Third-Party use, Yellow Card may immediately suspend the Services, restrict the relevant Virtual Account, place a compliance hold on affected funds, and report the matter to any competent authority or Service Partner where required by Applicable Law.

Third-Party Virtual Accounts

5.7. Where Yellow Card expressly designates a Virtual Account as a Third-Party Virtual Account, Third Party Payments may be permitted.

5.8. Third Party functionality is conditional upon full disclosure of your business model and payment flows, written approval by Yellow Card, compliance at all times with AML Requirements and Financial Crime Laws, and maintenance of appropriate counterparty onboarding, verification and monitoring controls.

5.9. Yellow Card may impose transaction limits, counterparty restrictions or whitelisting requirements, enhanced due diligence obligations, reserves or holdbacks, minimum balance requirements, and structural or operational limitations.

5.10. Yellow Card may restrict, suspend, convert to First Party Virtual Account status, or permanently disable Third Party functionality at any time for regulatory, operational, fraud, financial crime or risk management reasons.

5.11. Provision of a Third-Party Virtual Account does not make Yellow Card a regulated payment institution in respect of your activities, nor does it authorise you to conduct regulated payment or money transmission services unless separately licensed.

6. RECEIPT AND RECONCILIATION OF FUNDS

6.1. Funds are deemed received only when credited to the relevant Underlying Account of Yellow Card.

6.2. Different Service Partners may apply different cut-off times, settlement cycles or reconciliation processes.

6.3. Yellow Card shall update the Virtual Account balance upon completion of reconciliation, sanctions screening and compliance checks, and such ledger credit does not constitute confirmation of irrevocable settlement by the sending bank or payment network.

6.4. Yellow Card may delay crediting funds where payment references are incomplete or incorrect, reconciliation discrepancies arise, compliance review is required, or further information is requested.

6.5. Unmatched or disputed funds may be held in suspense, restricted or returned to the originating institution.

6.6. Statements or reports shall be deemed accurate unless disputed in writing within five Business Days.

7. DISBURSEMENTS FROM VIRTUAL ACCOUNTS

7.1. Where Yellow Card makes outbound payment functionality available in respect of a Virtual Account, you may instruct Yellow Card to disburse funds from your Virtual Account balance, subject to: (i) sufficient available and cleared balance; (ii) compliance, sanctions and transaction monitoring screening; (iii) applicable cut-off times and processing windows; (iv) any configured limits or approval workflows; and (v) acceptance by the relevant Service Partner or payment rail.

7.2. Processing times for outbound payments may vary depending on the destination jurisdiction, the relevant Service Partner, the applicable payment rail, and any regulatory or compliance requirements. Yellow Card does not guarantee real-time processing or same-day settlement of outbound payments from a Virtual Account.

7.3. The provisions of Schedule 2 clauses 15 (Instructions) and 16 (Instructions Made in Error) shall apply to disbursement instructions initiated through a Virtual Account, *mutatis mutandis*.

8. REVERSAL AND ECONOMIC RISK

You bear the full economic risk of any reversal, recall, chargeback, clawback, regulatory freeze, fraud related deduction or Service Partner adjustment. Yellow Card may debit the Virtual Account balance, impose a hold or reserve, or require reimbursement from you. Where the Virtual Account balance is insufficient, you shall immediately pay any shortfall upon written demand. Yellow Card may exercise set off rights in accordance with the Agreement.

9. COMPLIANCE AND MONITORING

9.1. Yellow Card and its Service Partners may conduct onboarding, ongoing monitoring and enhanced due diligence at any time. You shall provide all information and documentation reasonably requested within ten (10) Business Days of receipt of such request, or within such shorter period as Yellow Card may reasonably specify where the request is made in connection with a regulatory enquiry, Service Partner requirement, or suspected financial crime. Failure to provide required information within the applicable timeframe constitutes a material breach and may result in immediate suspension or termination of the Virtual Account and any related Services.

9.2. Compliance Reliance Model - Third-Party Virtual Accounts. The Compliance Reliance Model (as defined in clause 9 of Section C: the General Terms and Conditions) applies to Third-Party Virtual Accounts. Where Third-Party Payments are permitted in respect of a Virtual Account, you are solely responsible for performing all End-User Compliance Checks in respect of each Payment Counterparty prior to, and on an ongoing basis during, their use of or access to the relevant Virtual Account. The satisfaction of Yellow Card's or a Service Partner's onboarding and monitoring requirements under this Schedule does not discharge your obligations under the Compliance Reliance Model, and both sets of obligations apply concurrently.

10. SUSPENSION AND PROTECTIVE MEASURES

Yellow Card may suspend, restrict or terminate a Virtual Account where fraud or financial crime risk is suspected, where required by Applicable Law or by a Service Partner, where you breach the Agreement, or where regulatory, operational or reputational risk arises, and in such circumstances Yellow Card may freeze funds, block counterparties, impose limits, convert the account type, or implement any protective measure reasonably necessary, and shall be entitled, and where required obligated, to implement any instruction, restriction, freeze or reporting measure required by a Service Partner or competent authority without prior notice and without liability.

11. VOLUNTARY CLOSURE

You may request closure of a Virtual Account by written notice to Yellow Card. Upon receipt of such notice, Yellow Card shall (a) cease accepting new inbound payments to the Virtual Account, (b) process any pending transactions in the ordinary course, and (c) return any remaining balance to your nominated account within thirty (30) Business Days of clearance of all pending transactions, subject to any hold, freeze, reserve or restriction imposed under this Agreement or Applicable Law. Yellow Card shall deactivate the Virtual Account upon completion of such process.

12. RELIANCE ON SERVICE PARTNERS

Virtual Accounts depend on infrastructure provided by one or more Service Partners. Different Virtual Accounts may rely on different Service Partners and different Management Accounts. Yellow Card shall not be liable for any interruption, delay or failure caused by Service Partners, correspondent institutions, payment networks, regulatory restrictions, or events outside its reasonable control, and Service Partners have no contractual or fiduciary relationship with you. Yellow Card shall use commercially reasonable efforts to mitigate the effect of any Service Partner failure or interruption and, where reasonably practicable, to migrate the affected Virtual Account to an alternative Service Partner or Management Account.

SERVICE SCHEDULE 6: EREBOR MANAGED ACCOUNT PROGRAMME

This Service Schedule 6 (**Erebor Managed Account Programme**) forms part of the Agreement and is entered into between you and Yellow Card Financial Inc. ("Yellow Card", "we", "us", and "our"). This Service Schedule governs the Erebor Managed Account Programme ("the Programme"), pursuant to which Yellow Card facilitates access to deposit account services, stablecoin custody services, and related banking services provided by Erebor Bank, N.A. ("Erebor" or the "Service Partner"), a national banking association chartered by the Office of the Comptroller of the Currency. Capitalised terms used but not defined in this Service Schedule have the meanings given to them in the Agreement. Your access to or use of any Programme Service constitutes acceptance of this Service Schedule 6.

1. DEFINITIONS

In this Service Schedule 6, the following terms have the meanings set out below:

1.1. "Authorised Person" means any individual designated by you in accordance with the Erebor Terms to access, operate, or submit Instructions in respect of a Programme Account.

1.2. "Custody Account" means a non-fiduciary stablecoin custody account established and maintained by Erebor on your behalf under the Erebor Terms, pursuant to which Erebor holds Stablecoins in one or more Client Blockchain Accounts under Erebor's exclusive control.

1.3. "Deposit Account" means a demand deposit account established and maintained by Erebor in your name under the Erebor Terms, which constitutes a deposit liability of Erebor.

1.4. "Destination Institution" means an FDIC-insured depository institution at which deposits may be placed through the Deposit Placement Programme.

1.5. "Erebor Terms" means Erebor's terms and conditions, disclosures, and agreements governing the Programme Accounts, as presented to you via clickwrap acceptance on the Treasury Portal, and as may be amended by Erebor from time to time. The Erebor Terms include, without limitation, the Deposit Account Relationship Agreement, the Stablecoin Non-Fiduciary Custodial Agreement, the Deposit Program Custodial Agreement, the Limits and Fees Disclosure, the Funds Availability Disclosure, the Privacy Notice, and any supplemental disclosures or amendments thereto.

1.6. "Instruction" means any direction, request, or authorisation submitted by you or an Authorised Person in respect of a Programme Account, whether via the Treasury Portal, API, or such other method as may be permitted under the Erebor Terms.

1.7. "Programme" means the Erebor Managed Account Programme described in this Service Schedule 6, comprising the Programme Services made available to you through the Service Partner.

1.8. "Programme Account" means, collectively, any Deposit Account and/or Custody Account established and maintained by Erebor on your behalf under the Programme.

1.9. "Programme Services" means the deposit account services, stablecoin custody services, deposit placement services, stablecoin conversion services, and any ancillary or related banking services provided by Erebor under the Erebor Terms and made accessible through the Treasury Portal.

2. ROLE OF YELLOW CARD

2.1. Yellow Card acts as an intermediary facilitating your access to the Programme Services through the Treasury Portal. Yellow Card is not a bank, depository institution, or custodian, and does not itself provide the Programme Services. The Programme Services are provided by Erebor as the Service Partner.

2.2. Yellow Card's role under this Service Schedule is limited to: (i) facilitating onboarding and connectivity between you and Erebor; (ii) providing Treasury Portal access for viewing Programme Account information, initiating Instructions, and managing related workflows; (iii) transmitting Instructions between you and Erebor; and (iv) providing operational and technical support in connection with the Treasury Portal.

2.3. Yellow Card does not hold, control, safeguard, or have any possessory interest in any funds or digital assets held in any Programme Account.

2.4. Nothing in this Service Schedule creates a partnership, joint venture, agency, fiduciary, trust, or custodial relationship between Yellow Card and you in respect of the Programme Accounts or any funds or digital assets held therein.

3. EREBOR TERMS: CONDITION PRECEDENT AND ACCEPTANCE

3.1. Your acceptance of the Erebor Terms (including the Erebor Stablecoin Non-Fiduciary Custodial Term Sheet and Erebor Deposit Account Relationship Agreement) is a condition precedent to the activation of any Programme Service and the establishment of any Programme Account. If you decline, fail to accept, or subsequently terminate or withdraw from the Erebor Terms, the Programme Services may not be activated or may be suspended or terminated by Yellow Card and/or Erebor without liability.

3.2. Your acceptance of the Erebor Terms may be effected by any of the following means, each of which shall constitute valid and binding acceptance: (a) clicking "I Agree" or otherwise completing the clickwrap acceptance process presented through the Treasury Portal; (b) electronically signing the Erebor Terms; or (c) executing an Order Form that references this Service Schedule 6, which shall constitute your acknowledgement that you have reviewed, understand, and agree to be legally bound by the Erebor Terms (including all schedules, disclosures, and annexures thereto) as a condition of the Programme Services described in this Service Schedule. For the avoidance of doubt, your execution of an Order Form incorporating this Service Schedule shall be deemed acceptance of the Erebor Terms to the same extent as if you had completed the clickwrap acceptance process, and you shall not be entitled to assert that the Erebor Terms are not binding on the grounds that clickwrap acceptance was not separately completed.

3.3. The Erebor Terms constitute a direct contractual relationship between you and Erebor. Yellow Card is not a party to the Erebor Terms and shall not be liable for any act, omission, breach, default, or failure of Erebor under the Erebor Terms. Erebor may amend the Erebor Terms from time to time in accordance with the amendment provisions contained therein. Your continued use of the Programme Services following any such amendment constitutes your acceptance of the amended Erebor Terms. Yellow Card shall use commercially reasonable efforts to notify you of material amendments to the Erebor Terms of which Yellow Card becomes aware, but Yellow Card does not warrant the timeliness or completeness of such notifications. In the event of any inconsistency between this Service Schedule and the Erebor Terms in respect of matters governed by the Erebor Terms, the Erebor Terms shall prevail as between you and Erebor.

4. PROGRAMME DESCRIPTION

4.1. Overview. The Programme enables you to access deposit account services, stablecoin custody services, stablecoin conversion services, deposit placement services, and payment services provided by Erebor, in each case as described in and governed by the Erebor Terms and subject to the terms of this Service Schedule.

4.2. Programme Accounts Are Not Yellow Card Accounts. Programme Accounts are accounts established directly between you and Erebor. They are not accounts of, or maintained by, Yellow Card. The Treasury Portal provides a technology interface for viewing and interacting with Programme Accounts, but does not create any account relationship between you and Yellow Card in respect of Programme Account balances.

5. **FDIC INSURANCE AND DEPOSIT PROTECTION**

5.1. The availability and terms of FDIC insurance and deposit protection in respect of Programme Accounts are as set out in the Erebor Terms. Yellow Card makes no independent representation regarding the availability, adequacy, or applicability of FDIC insurance or any other deposit protection.

5.2. Yellow Card does not guarantee the availability, adequacy, or applicability of FDIC insurance or any other deposit protection in respect of Programme Accounts. You are solely responsible for monitoring the total amount of your deposits at Erebor and at each Destination Institution to determine the extent of insurance coverage available to you.

6. **TREASURY PORTAL ACCESS AND INSTRUCTIONS**

6.1. You may access Programme Account information and initiate certain Instructions through the Treasury Portal, subject to the functionality made available by Yellow Card from time to time and subject to any limitations imposed by Erebor.

6.2. Instructions initiated through the Treasury Portal are transmitted by Yellow Card to Erebor for execution. Yellow Card acts solely as a conduit for the transmission of Instructions and does not independently verify, approve, or execute any Instruction. Erebor retains sole discretion to accept, reject, delay, or impose conditions on any Instruction in accordance with the Erebor Terms.

6.3. Programme Account balances and transaction information displayed on the Treasury Portal are provided for informational purposes only and may reflect pending, provisional, or held amounts. The Treasury Portal display does not constitute confirmation of final settlement or cleared funds. Erebor's records are the authoritative record of Programme Account balances and transactions.

6.4. Yellow Card's liability in respect of the transmission, processing, or execution of Instructions is subject to clause 10.

7. **ONBOARDING AND ACTIVATION**

7.1. Activation of the Programme requires: (i) successful completion of Yellow Card's onboarding and due diligence process; (ii) successful completion of Erebor's onboarding, know-your-customer, and due diligence process; (iii) your acceptance of the Erebor Terms via clickwrap or electronic signature; (iv) Erebor's approval and establishment of the applicable Programme Accounts; and (v) continued compliance with this Agreement and the Erebor Terms.

7.2. Yellow Card and Erebor may each independently decline to activate the Programme or any Programme Service for any reason, and neither Yellow Card nor Erebor shall be obligated to provide the Programme Services until all conditions precedent have been satisfied.

8. **COMPLIANCE AND MONITORING**

8.1. Erebor retains all compliance, approval, and monitoring determinations in respect of Programme Accounts in accordance with the Erebor Terms and Applicable Law.

8.2. Yellow Card may impose additional compliance requirements, transaction limits, counterparty restrictions, or monitoring obligations in connection with the Programme, in addition to any requirements imposed by Erebor under the Erebor Terms.

8.3. Your obligations under the General Terms and Conditions (including clause 7) apply in full to your use of the Programme Services. You shall additionally comply with all requirements imposed by Erebor under the Erebor Terms.

9. **FEES AND CHARGES**

9.1. Yellow Card's fees for the Programme are set out in the applicable Order Form. Such fees are in addition to any fees, charges, or costs imposed by Erebor under the Erebor Terms.

9.2. Erebor may impose its own fees, transaction charges, minimum balance requirements, and other costs in respect of Programme Accounts in accordance with the Erebor Terms and the Limits and Fees Disclosure. You acknowledge that Yellow Card has no control over, and shall not be liable for, fees imposed by Erebor.

9.3. Yellow Card shall not be liable for any interest, yield, or return (or the absence thereof) in respect of funds or digital assets held in Programme Accounts. Any interest payable on Deposit Account balances shall be determined solely by Erebor in accordance with the Erebor Terms.

10. **LIMITATION OF LIABILITY**

10.1. Without limiting the general limitations of liability set out in the Agreement, Yellow Card shall not be liable for any loss, damage, cost, expense, claim, or liability arising from or in connection with: (i) any act, omission, breach, default, insolvency, or failure of Erebor; (ii) the availability, performance, security, or continuity of the Programme Services; (iii) any decision by Erebor to reject, delay, restrict, freeze, or reverse any Instruction or transaction; (iv) the loss, theft, or unauthorised access to any Programme Account; (v) the failure of FDIC insurance to cover any particular deposit or any delay in FDIC insurance payments; (vi) the de-pegging, devaluation, or loss of value of any Stablecoin; or (vii) any change to or discontinuation of the Programme Services by Erebor.

10.2. Your sole recourse in respect of matters governed by the Erebor Terms is against Erebor, subject to the terms and limitations set out in the Erebor Terms.

11. **SUSPENSION AND TERMINATION**

11.1. Yellow Card may suspend or terminate your access to the Programme Services: (i) if you breach this Agreement or this Service Schedule; (ii) if Erebor suspends, restricts, or terminates your Programme Accounts or the Erebor Terms; (iii) if the agreement between Yellow Card and Erebor governing the Programme is suspended, terminated, or materially amended; (iv) if required by Applicable Law or a Regulatory Authority; or (v) for fraud, financial crime, sanctions exposure, or compliance concerns.

11.2. You may request termination of the Programme Services by written notice to Yellow Card. Upon receipt of such notice, Yellow Card shall coordinate with Erebor to process the closure of Programme Accounts in accordance with the Erebor Terms. You acknowledge that the closure process may be subject to hold periods, pending transaction settlement, regulatory requirements, and other conditions imposed by Erebor.

11.3. Termination of this Service Schedule does not automatically terminate the Erebor Terms or your Programme Accounts. Conversely, termination of the Erebor Terms by Erebor shall result in the automatic termination of this Service Schedule 6 without liability to Yellow Card.

11.4. Upon termination, for any reason, any remaining Programme Account balances shall be dealt with in accordance with the Erebor Terms. Yellow Card shall have no obligation to facilitate the transfer, withdrawal, or return of any funds or digital assets held in Programme Accounts following termination.

12. **REPRESENTATIONS AND ACKNOWLEDGEMENTS**

By accepting this Service Schedule 6 and using the Programme Services, you represent, warrant, and acknowledge that:

(a) you have independently reviewed and assessed the Erebor Terms and have obtained such independent legal, financial, tax, and regulatory advice as you consider necessary before accepting the Erebor Terms;
(b) the acknowledgements in clause 3 (Erebor Terms) apply, and Yellow Card is not a party to, guarantor of, or otherwise responsible for the Erebor Terms;
(c) Yellow Card does not control, direct, or have authority over Programme Account operations;
(d) the risk disclosures in the Erebor Terms (including in respect of Stablecoin value, de-pegging, issuer risk, and blockchain-related risks) have been reviewed and accepted by you, and Yellow Card shall have no liability in respect of any risk disclosed in the Erebor Terms;
(e) Yellow Card has not made any representation or warranty regarding the financial condition, creditworthiness, regulatory status, or operational capabilities of Erebor;
(f) all representations, warranties, and undertakings given by you under the General Terms and Conditions of this Agreement (including in respect of sanctions, anti-money laundering, and regulatory compliance) apply in full to your use of the Programme Services and the Programme Accounts, and are deemed repeated on each occasion you submit an Instruction or access a Programme Service;
(g) if you are acting on behalf of a legal entity, you have full authority to bind that entity to this Service Schedule and the Erebor Terms; and
(h) by executing an Order Form that incorporates this Service Schedule 6, you confirm that you have reviewed and accept the Erebor Terms to the same extent and with the same effect as if you had completed the clickwrap acceptance process described in clause 3.2, and you shall not be entitled to assert that the Erebor Terms are not binding on the grounds that clickwrap acceptance was not separately completed.

13. DATA PROTECTION AND PRIVACY

You acknowledge and consent to the sharing of your personal and business information between Yellow Card and Erebor to the extent necessary for the establishment, operation, and maintenance of Programme Accounts, the processing of Instructions, and compliance with Applicable Law. Yellow Card's processing of your personal information is governed by the privacy provisions of this Agreement. Erebor's processing of your personal information is governed by the Erebor Terms.

14. RELIANCE ON SERVICE PARTNER

14.1. The Programme depends on infrastructure, systems, and services provided by Erebor. Yellow Card shall not be liable for any interruption, delay, restriction, or failure caused by Erebor, its correspondent institutions, payment networks, blockchain networks, Destination Institutions, regulatory restrictions, or events outside Yellow Card's reasonable control.

14.2. Yellow Card shall use commercially reasonable efforts to notify you of material service disruptions affecting the Programme of which Yellow Card becomes aware, and to facilitate communication between you and Erebor in respect of any service issues.

14.3. Yellow Card may, with reasonable notice, migrate the Programme to an alternative Service Partner or discontinue the Programme if the agreement between Yellow Card and Erebor is terminated or materially amended. In such circumstances, Yellow Card shall use commercially reasonable efforts to minimise disruption and to facilitate an orderly transition.

15. GOVERNING LAW

Except as otherwise provided in the Erebor Terms in respect of matters governed exclusively by the Erebor Terms, this Service Schedule 6 shall be governed by and construed in accordance with the governing law provisions set out in the Agreement.

16. GENERAL

16.1. The provisions of the Agreement (including the General Terms and Conditions in Section C) apply to this Service Schedule 6 to the extent not inconsistent with the terms set out herein. In the event of any conflict between this Service Schedule 6 and the General Terms and Conditions in Section C of the Agreement, this Service Schedule 6 shall prevail, but only in respect of the subject matter specifically addressed herein and the Programme Services described herein.

16.2. For the avoidance of doubt, this Service Schedule 6 does not limit, replace, or modify Service Schedule 5 (Virtual Accounts Service Partner Agreement). Where you hold both Virtual Accounts under Service Schedule 5 and Programme Accounts under this Service Schedule 6, each Service Schedule governs independently in respect of the services described therein.

16.3. Yellow Card may amend this Service Schedule 6 in accordance with the amendment provisions set out in the Agreement.

SERVICE SCHEDULE 7: YELLOW CARD COMMERCIAL TRADING

This Service Schedule 7 (**Commercial Trading**) forms part of the Agreement and governs commercial trading conducted by you off the Treasury Portal, comprising Conversions and the associated Send and Receive of fiat currency and Digital Assets. It operates alongside Service Schedule 2 (Wallet Services): where you Send, Receive or Convert through the Treasury Portal, Service Schedule 2 applies; where you Send, Receive or Convert off the Treasury Portal through an OTC Channel, this Service Schedule 7 applies. This Service Schedule is entered into between you and either Afritech Services Sp. z o.o. or StaaS Fintech Services SA, as applicable and subject to market availability, market restrictions, and Applicable Law (the "Trading Counterparty"), which is your contracting counterparty in respect of commercial trading under this Service Schedule. Each Trade under this Service Schedule is executed by, entered into with, and settled by the Yellow Card Affiliate designated by the Trading Counterparty (the "Service Provider"). Capitalised terms used but not defined in this Service Schedule have the meanings given to them in the Agreement, including Service Schedule 2. Your placing of an Order, or conclusion of any Trade with a Service Provider, constitutes acceptance of this Service Schedule 7.

1. **DEFINITIONS**

In this Service Schedule 7, the following terms have the meanings set out below, and capitalised terms not defined here (including Send, Receive, Convert, Conversion, Conversion Rate, Digital Assets and First Party Account) have the meanings given to them in the Agreement, including Service Schedule 2 :

1.1. "Authorised Person" means any person who is, or is reasonably believed by a Service Provider in good faith to be, authorised by you to place Orders or give instructions in respect of Trades on your behalf, and includes any Authorised Agent appointed by you under the Agreement.

1.2. "Costs" means any costs incurred by a Service Provider or any of its Affiliates arising out of or in connection with conducting or attempting to conduct a Trade, including any wasted costs incurred as a result of any act or omission of you or any of your Authorised Agents.

1.3. "Default Interest" means interest at the greater of one and one-half percent (1.5%) per month and the maximum rate permitted by Applicable Law.

1.4. "Order" means any instruction or indication of interest given by an Authorised Person to Convert, including any bid, offer, response to a Price Quote, or request to execute a Trade.

1.5. "Order Confirmation" has the meaning given in clause 6.1.

1.6. "OTC Channel" has the meaning given in the Agreement.

1.7. "Price Quote" means a Conversion Rate, and any related terms, quoted by a Service Provider to you in respect of a prospective Trade.

1.8. "Settlement Date" has the meaning given in clause 6.3.

1.9. "Trade" means a Conversion performed off the Treasury Portal under this Service Schedule, together with the associated Send and Receive of the relevant fiat currency or Digital Assets, in which a Service Provider acts as principal or intermediary.

1.10. "Trade Confirmation" has the meaning given in clause 6.3.

1.11. "Trading Documents" means, in respect of a Trade, the relevant Order, Order Confirmation and Trade Confirmation, together with any other document ancillary or related to that Trade.

2. **SCOPE AND RELATIONSHIP TO SERVICE SCHEDULE 2**

2.1. Nature of commercial trading. Commercial trading consists of Conversions, together with the Send and Receive of the fiat currency and Digital Assets involved, in which a Service Provider acts as principal or intermediary.

2.2. On-platform and off-platform. The channel through which a Conversion, and any associated Send or Receive, is initiated, agreed and settled determines which Service Schedule governs it. Where you Send, Receive or Convert through the Treasury Portal, including through a Wallet, those activities are governed by Service Schedule 2. Where you Send, Receive or Convert off the Treasury Portal through an OTC Channel, including where fiat currency or Digital Assets are sent or received to or from a First Party Account, a verified third-party account or a Digital Asset address rather than a Wallet, those activities are governed by this Service Schedule 7.

2.3. Trades. Each Conversion agreed and settled off the Treasury Portal under this Service Schedule is a Trade. Each Trade is subject to this Service Schedule, the Agreement, the applicable Order Form and the Trading Documents applicable to that Trade.

2.4. Interpretation of Send, Receive and Convert. References in this Service Schedule to Send, Receive, Convert and Conversion have the meanings given to them in the Agreement, read as applying to those activities performed off the Treasury Portal under this Service Schedule and, in the case of Send and Receive, to transfers to and from First Party Accounts, verified third-party accounts and Digital Asset addresses rather than Wallets.

3. SERVICE PROVIDER

3.1. Capacity. A Service Provider may act as principal or as intermediary in carrying out a Trade, and may perform a Trade, in whole or in part, through any of its Affiliates. Where a Service Provider acts as principal, it deals with you on its own account and not as your agent.

3.2. Collection and disbursement through Affiliates. You acknowledge that a Service Provider may designate one or more of its Affiliates to Receive or disburse fiat currency, or to deliver or Receive Digital Assets, in connection with a Trade, and may instruct you (or your Authorised Agent) to Send fiat currency or Digital Assets directly to a designated Affiliate. A Send made to a designated Affiliate in accordance with such an instruction discharges the corresponding obligation.

3.3. No advice. Neither Yellow Card nor any Service Provider provides investment, legal, tax or other advice, portfolio management, or fiduciary services in connection with any Trade or Conversion, nor makes any recommendation as to whether you should enter into any Trade. You are solely responsible for determining the suitability and appropriateness of each Trade and for any decision to place an Order or accept a Price Quote.

4. PRICE QUOTES AND NO COMMITMENT TO TRADE

4.1. On receipt of an Order, a Service Provider may, but is not obliged to, provide a Price Quote. A Price Quote must be accepted within the validity period stated in it, failing which it is deemed to have been rejected.

4.2. A Price Quote is not an offer capable of acceptance so as to bind a Service Provider, but is an invitation to treat. Nothing in this Service Schedule, the Agreement or any Order Form obliges a Service Provider to provide a Price Quote, to disclose any particular information, or to enter into any Trade.

5. AUTHORISED AGENTS AND RELIANCE ON ORDERS

5.1. Authorised Agent model. The Authorised Agent provisions of the Agreement apply to Trades under this Service Schedule. You may appoint an Authorised Agent, in accordance with the Agreement, to place Orders, give instructions, and Send, Receive or settle in respect of Trades on your behalf. You remain fully responsible for the acts, omissions, instructions and conduct of each Authorised Agent as if they were your own, as set out in the Agreement, and any breach by an Authorised Agent is deemed a breach by you.

5.2. Reliance on Orders. A Service Provider may rely and act on any Order or instruction given by an Authorised Person or an Authorised Agent without further inquiry, and you are bound by, and liable for, any such Order or instruction and any resulting Trade. You are responsible for maintaining the security of your OTC Channel and for ensuring that only Authorised Persons and Authorised Agents place Orders or give settlement instructions on your behalf.

6. FORMATION OF TRADES

6.1. Order Confirmation. Where you accept a Price Quote within its validity period (an "Order Confirmation"), you are deemed to make an offer to the Service Provider to Convert on the terms set out in the Price Quote.

6.2. Acceptance. The Service Provider accepts your offer when it sends you a communication through the OTC Channel confirming its acceptance, at which point a binding Trade is formed. A Service Provider is under no obligation to accept any offer.

6.3. Trade Confirmation. Following formation of a Trade, the Service Provider will send you a communication confirming the terms of the Trade (a "Trade Confirmation"), including the Digital Assets and amount, the fiat currency and amount, the applicable Conversion Rate, the Send and Receive arrangements for settlement, and the date and time for settlement (the "Settlement Date"). A Trade Confirmation is conclusive as to the terms of the Trade save in the case of manifest error.

6.4. Finality. Once formed, a Trade is binding and irrevocable and may not be cancelled or amended except with the agreement of the Service Provider or in the case of manifest error.

7. SETTLEMENT

7.1. Method. The method of settlement for each Trade is set out in the relevant Trade Confirmation.

7.2. Pre-funding, Send and Receive. Where you Convert fiat currency into Digital Assets, you shall first Send the full amount of fiat currency to the Service Provider or as it directs. Where you Convert Digital Assets into fiat currency, or one Digital Asset into another, you shall first Send the relevant Digital Assets to the Service Provider or as it directs. On Receipt, the Service Provider shall execute the Conversion and Send the converted fiat currency or Digital Assets to you or as you direct, which you shall Receive to your First Party Account, a verified third-party account or a Digital Asset address (as applicable).

7.3. Third-party and partner-platform settlement. Where you instruct the Service Provider to settle a Trade with a verified third party (and not with you directly), or otherwise than through the Service Provider's own systems, the Service Provider may effect the Send on any of its partner platforms, at your sole risk, subject to the requirements of the relevant third party or platform notified to you and to the parties' respective compliance obligations under the Agreement.

7.4. Continuing obligation. Where a Service Provider has Sent, or procured the Send of, the relevant fiat currency or Digital Assets to you (or your Authorised Agent), you remain liable and obligated to Send the corresponding Digital Assets or fiat currency to the Service Provider in exchange.

7.5. Late settlement. Any amount not settled by you on the Settlement Date shall bear Default Interest from the Settlement Date until paid in full, and you shall reimburse the Service Provider for any Costs. Default Interest and Costs are amounts due and payable by you under the Agreement and may be recovered, including by way of set-off and combination of accounts, in accordance with the Agreement.

8. ILLIQUIDITY AND INABILITY TO EXECUTE

You acknowledge that some Digital Assets may become difficult to buy or sell owing to limited market activity. Where you enter into a Trade in respect of such a Digital Asset, the Service Provider will use reasonable efforts to complete the Conversion, but you acknowledge that, in cases of illiquidity, there may be delays or difficulties in executing or settling the Trade as confirmed, and that you may be required to remain in the Trade until the Settlement Date or until execution becomes possible.

9. COMPLIANCE

Each Trade is subject to the parties' respective compliance obligations under the Agreement, including the KYB, KYC, AML, sanctions and screening obligations set out in Section C. You acknowledge that, in performing its obligations under Financial Crime Laws or other Applicable Law, a Service Provider may be required to take action that delays, suspends or terminates a Trade or any associated Send, Receive or Conversion, and that no Service Provider shall be liable for any direct loss caused by any action taken in good faith to comply with Financial Crime Laws or any direction of a Regulatory Authority.

10. RELATIONSHIP TO THE AGREEMENT

10.1. The provisions of the Agreement, including the General Terms and Conditions in Section C, apply to this Service Schedule and to each Trade except to the extent inconsistent with the terms set out herein. The matters addressed in the Agreement, including Fees and Taxes, set-off and recovery, the Authorised Agent provisions, confidentiality, intellectual property, data protection, liability, warranties, force majeure, suspension and termination, are not repeated in this Service Schedule and apply to Trades as set out in the Agreement.

10.2. In the event of conflict, this Service Schedule prevails over Section C only in respect of the subject matter specifically addressed herein and the Trades described herein. As between the Trading Documents and this Service Schedule, a Trading Document prevails to the extent the conflicting term is specific to the relevant Trade. The order of precedence set out in the Agreement otherwise applies.

10.3. The liability of a Service Provider in respect of Trades performed by it is subject to the limitations and exclusions of liability set out in the Agreement. Consistent with the entity liability provisions of the Agreement, the Service Provider that executes a Trade is the sole respondent in respect of claims arising from that Trade, and no other member of the Yellow Card Group is liable for, or a guarantor of, the obligations of that Service Provider in respect of that Trade. The Trading Counterparty may be designated as, and act as, the Service Provider in respect of a Trade. Where it does so, it acts in that capacity as principal or intermediary and is the sole respondent in respect of, and liable for, that Trade as Service Provider on the same basis as any other Service Provider. In respect of any Trade for which the Trading Counterparty is not the Service Provider, the Trading Counterparty is your contracting counterparty for this Service Schedule only, is not principal to that Trade, and is not liable for the execution or settlement of that Trade or for the obligations of the Service Provider in respect of it.

10.4. This Service Schedule may be amended in accordance with the amendment provisions of the Agreement.

ALKEPAY INC.

SERVICE SCHEDULE 8: FOREIGN EXCHANGE & PAYMENT TERMS AND CONDITIONS

Last Updated: 3 August 2026

This Service Schedule 8 (**Alkepay FX and Payment Services**) forms part of the Agreement and governs off-platform manual foreign exchange and payment services conducted by you, comprising Trades between fiat currencies and Payments, together with the associated Send and Receive of fiat currency. It operates alongside Service Schedule 2 (Wallet Services) and Service Schedule 7 (Commercial Trading): where you Send, Receive, or Convert through the Treasury Portal, Service Schedule 2 applies; where you Send, Receive, or Convert off the Treasury Portal through an OTC Channel and the transaction involves Digital Assets, Service Schedule 7 applies; and where you agree and settle foreign exchange between two fiat currencies, or instruct Payments, off the Treasury Portal through an OTC Channel, this Service Schedule 8 applies. This Service Schedule is entered into between you and Alkepay Inc. ("Alkepay"), which is your contracting counterparty and the Service Provider in respect of every Trade and Payment under this Service Schedule. The services under this Service Schedule are provided on a fiat-in, fiat-out basis only and do not include any Digital Asset or stablecoin services. Capitalised terms used but not defined in this Service Schedule have the meanings given to them in the Agreement, including Service Schedule 2 and Service Schedule 7. Your placing of an Order, conclusion of any Trade with Alkepay, or submission of any Payment Instruction to Alkepay constitutes acceptance of this Service Schedule 8.

1. DEFINITIONS

In this Service Schedule 8, the following terms have the meanings set out below, and capitalised terms not defined here (including Send, Receive, Convert, Conversion, and First Party Account) have the meanings given to them in the Agreement, including Service Schedule 2 and Service Schedule 7:

1.1. "Authorised Person" means any person who is, or is reasonably believed by Alkepay in good faith to be, authorised by you to place Orders, submit Payment Instructions, or give instructions in respect of Trades or Payments on your behalf, and includes any Authorised Agent appointed by you under the Agreement.

1.2. "Beneficiary" means the person or entity nominated by you as the intended recipient of a Payment.

1.3. "Business Day" means any day other than a Saturday, a Sunday, or a statutory holiday in the Province of Ontario, Canada.

1.4. "Costs" means any costs incurred by Alkepay or any of its Affiliates arising out of or in connection with conducting or attempting to conduct a Trade or Payment, including any wasted costs incurred as a result of any act or omission of you or any of your Authorised Agents.

1.5. "Cross-Border Payment" means a Payment in which the originator and the Beneficiary are located in different countries, or which involves the transfer of funds between accounts held in different jurisdictions.

1.6. "Default Interest" means interest at the greater of one and one-half percent (1.5%) per month and the maximum rate permitted by Applicable Law.

1.7. "FINTRAC" means the Financial Transactions and Reports Analysis Centre of Canada.

1.8. "Order" means any instruction or indication of interest given by an Authorised Person to enter into a Trade, including any bid, offer, response to a Price Quote, or request to execute a Trade.

1.9. "Order Confirmation" has the meaning given in clause 6.1.

1.10. "OTC Channel" has the meaning given in the Agreement.

1.11. "Payment" means an electronic funds transfer of fiat currency initiated, processed, or settled by Alkepay on your behalf under this Service Schedule, including domestic and Cross-Border Payments delivered via wire transfer, SWIFT, Fedwire, EFT, ACH, or other payment rails made available by Alkepay from time to time.

1.12. "Payment Instruction" means an instruction given by an Authorised Person to Alkepay to initiate, process, or settle a Payment, including all Beneficiary and Recipient Account information required by Alkepay.

1.13. "PCMLTFA" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and its regulations, each as amended from time to time.

1.14. "Price Quote" means an exchange rate between two fiat currencies, and any related terms, quoted by Alkepay to you in respect of a prospective Trade.

1.15. "Recipient Account" means the bank account or other fiat payment destination nominated by you to receive the proceeds of a Trade or Payment.

1.16. "Reversal Loss" means the loss, costs, and expenses incurred by Alkepay where a Trade or Payment is cancelled or unwound, including any adverse foreign exchange movement between the time the Trade or Payment was booked and the time it is unwound, calculated by reference to the prevailing market rate at the time of unwinding.

1.17. "Settlement Date" has the meaning given in clause 6.3.

1.18. "Trade" means a foreign exchange transaction performed off the Treasury Portal under this Service Schedule in which Alkepay exchanges one fiat currency for another fiat currency at an agreed rate, together with the associated Send and Receive of the relevant fiat currencies, in which Alkepay acts as principal or intermediary.

1.19. "Trade Confirmation" has the meaning given in clause 6.3.

1.20. "Trading Documents" means, in respect of a Trade or Payment, the relevant Order, Order Confirmation, Trade Confirmation, and Payment Instruction, together with any other document ancillary or related to that Trade or Payment.

2. SCOPE AND RELATIONSHIP TO OTHER SERVICE SCHEDULES

2.1. Nature of the services. The services under this Service Schedule comprise foreign exchange between fiat currencies, together with the Send and Receive of the fiat currencies involved, and the initiation, processing, and settlement of Payments, in each case conducted off the Treasury Portal through an OTC Channel, in which Alkepay acts as principal or intermediary.

2.2. Fiat only. The services under this Service Schedule are provided on a fiat-in, fiat-out basis. No Digital Assets or stablecoins are bought, sold, exchanged, held, sent, or received under this Service Schedule, and nothing in this Service Schedule constitutes an offer by Alkepay of any Digital Asset or stablecoin service.

2.3. OTC Channel. The channel through which a transaction is initiated, agreed, and settled, and the assets involved, determine which Service Schedule governs it. Where you Send, Receive, or Convert through the Treasury Portal, including through a Wallet, those activities are governed by Service Schedule 2. Where you Send, Receive, or Convert off the Treasury Portal through an OTC Channel and the transaction involves Digital Assets, those activities are governed by Service Schedule 7. Where you agree and settle foreign exchange between two fiat currencies, or instruct Payments, off the Treasury Portal through an OTC Channel, including where fiat currency is sent or received to or from a First Party Account, a verified third-party account, or a Recipient Account rather than a Wallet, those activities are governed by this Service Schedule 8.

2.4. Trades and Payments. Each foreign exchange transaction between two fiat currencies agreed and settled off the Treasury Portal under this Service Schedule is a Trade, and each fiat funds transfer instructed by you under this Service Schedule is a Payment. Each Trade and each Payment is subject to this Service Schedule, the Agreement, the applicable Order Form, and the Trading Documents applicable to that Trade or Payment. Where a Payment involves the exchange of one fiat currency for another, the exchange component is agreed and executed as a Trade in accordance with clauses 4 and 6, and the transfer component is processed as a Payment in accordance with clause 7.

2.5. Interpretation of Send and Receive. References in this Service Schedule to Send and Receive have the meanings given to them in the Agreement, read as applying to fiat currency transfers performed off the Treasury Portal under this Service Schedule and to transfers to and from First Party Accounts, verified third-party accounts, and Recipient Accounts rather than Wallets.

3. **SERVICE PROVIDER AND REGULATORY STATUS**

3.1. The Services are made available to businesses and institutional clients only. You represent that you are accessing the Services on behalf of a duly incorporated or registered entity and have authority to bind that entity to these Terms.

3.2. Collection and disbursement through Affiliates. You acknowledge that Alkepay may designate one or more of its Affiliates to Receive or disburse fiat currency in connection with a Trade or Payment, and may instruct you (or your Authorised Agent) to Send fiat currency directly to a designated Affiliate. A Send made to a designated Affiliate in accordance with such an instruction discharges the corresponding obligation

3.3. Regulatory status. Alkepay Inc. is a corporation incorporated under the laws of Canada with its registered office at 333 Bay Street, Suite 2400, Toronto, Ontario, M5H 2T6, Canada. Alkepay is registered with FINTRAC as a money services business under the PCMLTFA, with FINTRAC registration number C10001750. Alkepay is not a bank, trust company, or deposit-taking institution; the services under this Service Schedule do not constitute deposit-taking, investment, brokerage, or financial advisory services; and funds held by Alkepay in connection with the services are not deposits, do not accrue interest in your favour, and are not insured by the Canada Deposit Insurance Corporation or any other deposit protection scheme.

3.4. No advice; spot settlement only. Neither Yellow Card nor Alkepay provides investment, legal, tax, or other advice, portfolio management, or fiduciary services in connection with any Trade or Payment, nor makes any recommendation as to whether you should enter into any Trade or Payment. Alkepay does not offer forward exchange contracts, options, or other hedging or derivative instruments under this Service Schedule, and all Trades are agreed for settlement on a spot or near-spot basis. The services are not intended for speculative trading, and you are solely responsible for determining the suitability and appropriateness of each Trade and Payment and for any decision to place an Order, accept a Price Quote, or submit a Payment Instruction.

4. **PRICE QUOTES AND NO COMMITMENT TO TRADE**

4.1. On receipt of an Order, Alkepay may, but is not obliged to, provide a Price Quote. A Price Quote must be accepted within the validity period stated in it, failing which it is deemed to have been rejected. Exchange rates fluctuate continuously, and the ability to transact at a quoted rate depends on your timely acceptance and funding of the relevant Trade.

4.2. A Price Quote is not an offer capable of acceptance so as to bind Alkepay, but is an invitation to treat. Nothing in this Service Schedule, the Agreement, or any Order Form obliges Alkepay to provide a Price Quote, to disclose any particular information, to enter into any Trade, or to process any Payment.

4.3. Where a Price Quote is manifestly incorrect as a result of a technical or human error, the Price Quote is not binding on Alkepay, and Alkepay may decline to act on it or, at its option, provide a revised Price Quote.

5. **AUTHORISED AGENTS AND RELIANCE ON ORDERS**

5.1. Authorised Agent model. The Authorised Agent provisions of the Agreement apply to Trades and Payments under this Service Schedule. You may appoint an Authorised Agent, in accordance with the Agreement, to place Orders, submit Payment Instructions, give instructions, and Send, Receive, or settle in respect of Trades and Payments on your behalf. You remain fully responsible for the acts, omissions, instructions, and conduct of each Authorised Agent as if they were your own, as set out in the Agreement, and any breach by an Authorised Agent is deemed a breach by you.

5.2. Reliance on Orders and Payment Instructions. Alkepay may rely and act on any Order, Payment Instruction, or other instruction given by an Authorised Person or an Authorised Agent without further inquiry, and you are bound by, and liable for, any such Order, Payment Instruction, or instruction and any resulting Trade or Payment. You are responsible for maintaining the security of your OTC Channel and of all credentials used in connection with it, and for ensuring that only Authorised Persons and Authorised Agents place Orders, submit Payment Instructions, or give settlement instructions on your behalf. You must notify Alkepay immediately if you become aware, or suspect, that any credentials have been lost, stolen, compromised, or used without authority, and Alkepay may suspend or revoke the affected credentials or channel at any time where it reasonably suspects a security compromise or misuse.

6. FORMATION OF TRADES

6.1. Order Confirmation. Where you accept a Price Quote within its validity period (an "Order Confirmation"), you are deemed to make an offer to Alkepay to enter into the Trade on the terms set out in the Price Quote.

6.2. Acceptance. Alkepay accepts your offer when it sends you a communication through the OTC Channel confirming its acceptance, at which point a binding Trade is formed. Alkepay is under no obligation to accept any offer.

6.3. Trade Confirmation. Following formation of a Trade, Alkepay will send you a communication confirming the terms of the Trade (a "Trade Confirmation"), including the fiat currencies and the amounts sold and purchased, the applicable exchange rate, the Send and Receive arrangements for settlement, and the date and time for settlement (the "Settlement Date"). A Trade Confirmation is conclusive as to the terms of the Trade save in the case of manifest error.

6.4. Finality. Once formed, a Trade is binding and irrevocable and may not be cancelled or amended except with the agreement of Alkepay or in the case of manifest error. Where Alkepay agrees to cancel, amend, or unwind a Trade at your request, any Costs and Reversal Loss arising from the cancellation, amendment, or unwinding are for your account.

7. PAYMENT SERVICES

7.1. Payment Instructions. You may submit Payment Instructions through the OTC Channel or such other channels as Alkepay makes available to you. Each Payment Instruction must include all information Alkepay reasonably requires, including the Beneficiary's full legal name and address, the account number or IBAN, the relevant SWIFT/BIC or local routing code, the Recipient Account, the payment amount and currency, the payment purpose, and any other information required by Applicable Law or by Alkepay's banking partners. A Payment Instruction becomes binding on you when accepted by Alkepay, and you may not unilaterally cancel a Payment Instruction once it has been accepted.

7.2. Reliance on Payment Instructions. You are solely responsible for the accuracy and completeness of all Payment Instructions, including Beneficiary and Recipient Account information. Alkepay executes Payment Instructions in accordance with the details you provide, relies solely on the account number, IBAN, SWIFT/BIC, or routing code you provide, and is not obliged to verify that those details match the Beneficiary's name, and Alkepay shall not be liable for any loss, delay, return, or misdirection of a Payment resulting from inaccurate, incomplete, or outdated information provided by you.

7.3. Payment rails and cut-off times. Payments are processed using the payment rails and banking partners available for the relevant source currency, destination currency, and destination country, and are subject to the operating hours, cut-off times, and processing schedules of Alkepay's banking partners, correspondent banks, and the relevant payment networks. Payment Instructions received after the applicable cut-off time will be processed on the next available processing day. Alkepay does not guarantee same-day processing, settlement, or crediting of funds.

7.4. Intermediary deductions. Cross-Border Payments may pass through one or more intermediary or correspondent banks before reaching the Beneficiary. Intermediary banks, correspondent banks, and Beneficiary banks may deduct their own fees, taxes, or charges from the Payment amount and may apply their own processing timelines, and the Beneficiary may therefore receive an amount that is less than the original Payment amount. Alkepay does not control these deductions and does not receive any portion of them.

7.5. Limits and compliance review. Alkepay may set, and may amend at any time, transaction, daily, monthly, currency-specific, or country-specific limits applicable to Trades and Payments. Payments may be subject to regulatory or compliance review, including sanctions screening and requests for information from banking partners or correspondent banks, and Alkepay may delay, hold, or decline a Payment pending completion of any such review. You agree to respond promptly, and in any event within 24 hours, to any request for information issued in connection with a Trade or Payment.

7.6. Returned and rejected Payments. A Payment may be returned, rejected, or cancelled by a banking partner, correspondent bank, Beneficiary bank, or payment network, including for incorrect Beneficiary information, account closures, sanctions screening, regulatory holds, suspected fraud, or compliance review. Where a Payment is returned, Alkepay will use commercially reasonable efforts to credit the returned amount to you, less any fees, intermediary deductions, foreign exchange losses, or other costs incurred in connection with the Payment and its return, and Alkepay is not obliged to credit any amount until it has received the returned funds in cleared form. Where a returned Payment was originally executed together with a Trade, the returned amount may be converted back to the source currency at the prevailing rate at the time of the return, and you bear all foreign exchange risk associated with the return.

7.7. Recalls. Alkepay may, in its sole discretion, agree to attempt to recall a Payment at your request. Alkepay does not guarantee the success of any recall attempt, and you are liable for any Costs, fees, intermediary bank charges, and foreign exchange losses incurred in connection with an attempted recall.

7.8. Errors and unauthorised transactions. If you believe that a Trade or Payment was not authorised by you or an Authorised Person, or was executed incorrectly, you must notify Alkepay without undue delay and in any event within five Business Days of receipt of the relevant Trade Confirmation or Payment record. Where Alkepay determines that a transaction was unauthorised or incorrectly executed as a result of Alkepay's error, and that you have not acted fraudulently or failed to safeguard your OTC Channel or credentials, Alkepay will refund or correct the transaction without undue delay. Where an error is attributable to you, including the provision of inaccurate or incomplete Beneficiary or Recipient Account information, Alkepay will not be liable for any resulting loss but will, on your written request, make reasonable efforts to assist you in tracing or recovering the funds. Any dispute relating to the underlying goods, services, or other matter to which a Payment relates is solely between you and the Beneficiary.

8. SETTLEMENT

8.1. Method. The method of settlement for each Trade and Payment is set out in the relevant Trade Confirmation or accepted Payment Instruction.

8.2. Send, and Receive. Unless otherwise agreed in the relevant Trading Documents, you shall first Send the full amount of the relevant fiat currency in cleared funds to Alkepay in respect of, any Trade or Payment. On Receipt, Alkepay shall immediately execute the Trade and/or process the Payment and Send the resulting fiat currency to you or as you direct, which you shall Receive to your First Party Account, a verified third-party account, or the Recipient Account (as applicable).

8.3. Third-party and partner-platform settlement. Where you instruct Alkepay to settle a Trade or Payment with a verified third party (and not with you directly), or otherwise than through Alkepay's own systems, Alkepay may effect the Send on any of its partner platforms, at your sole risk, subject to the requirements of the relevant third party or platform notified to you and to the parties' respective compliance obligations under the Agreement.

8.4. Continuing obligation. Where Alkepay has Sent, or procured the Send of, the relevant fiat currency to you (or your Authorised Agent), you remain liable and obligated to Send the corresponding fiat currency to Alkepay in exchange.

8.5. Late settlement and failure to fund. Any amount not settled by you on the Settlement Date shall bear Default Interest from the Settlement Date until paid in full, and you shall reimburse Alkepay for any Costs. Where you fail to fund a Trade or Payment by the Settlement Date, Alkepay may, without further notice, cancel or unwind the Trade or Payment, and you shall be liable for the resulting Reversal Loss. Default Interest, Costs, and Reversal Loss are amounts due and payable by you under the Agreement and may be recovered, including by way of set-off and combination of accounts, in accordance with the Agreement.

8.6. Settlement timelines. Settlement timelines are subject to the operating hours of correspondent banks, payment networks, and local clearing systems. Alkepay does not guarantee settlement on any specific date and is not liable for delays caused by third-party payment infrastructure or other factors outside its reasonable control.

9. RATES, MARGIN AND FEES

9.1. Rates and margin. Alkepay's exchange rates are derived from prevailing interbank market rates and incorporate Alkepay's margin or spread, which is built into the rate quoted to you. Exchange rates are volatile and may move significantly between the time a Price Quote is issued and the time a Trade is executed or settled, and Alkepay does not guarantee that any quoted rate will match any publicly available benchmark rate.

9.2. Fees. The Fees for Trades and Payments under this Service Schedule, including any spread-based Fees, wire, processing, or platform fees, and Costs, are as set out in the applicable Order Form or the relevant Trading Documents, in accordance with the Commercial Terms in Section E of the Agreement, and are payable to, and recoverable by, Alkepay. Third-party deductions described in clause 7.4 are not Fees of Alkepay. Taxes applicable to Fees and to Trades and Payments are governed by the Agreement.

10. COMPLIANCE AND CANADIAN REGULATORY MATTERS

10.1. Compliance under the Agreement. Each Trade and Payment is subject to the parties' respective compliance obligations under the Agreement, including the KYB, KYC, AML, sanctions, and screening obligations set out in Section C. You acknowledge that, in performing its obligations under Financial Crime Laws or other Applicable Law, Alkepay may be required to take action that delays, suspends, or terminates a Trade or Payment or any associated Send or Receive, and that Alkepay shall not be liable for any direct loss caused by any action taken in good faith to comply with Financial Crime Laws or any direction of a Regulatory Authority.

10.2. PCMLTFA and Canadian regulatory obligations. As a money services business registered with FINTRAC, Alkepay is subject to obligations under the PCMLTFA, including obligations relating to client identification and verification, beneficial ownership, ongoing monitoring, suspicious transaction reporting, large cash transaction reporting, and electronic funds transfer reporting, and Alkepay retains client due diligence and transaction records for the periods required by Applicable Law. Where and to the extent that any of the services under this Service Schedule constitute retail payment activities within the scope of the Retail Payment Activities Act (Canada), that Act and its regulations apply to Alkepay's performance of those activities.

10.3. Travel rule and payment information. Alkepay is subject to electronic funds transfer reporting and related travel rule requirements under Applicable Law, which require that originator and Beneficiary information be included in payment messages and provided to recipient financial institutions in accordance with the thresholds and parameters prescribed by Applicable Law from time to time. You consent to Alkepay including this information in payment messages and agree to provide all information Alkepay reasonably requires for these purposes.

10.4. Screening. You consent to Alkepay conducting client identification, verification, beneficial ownership, politically exposed person, sanctions, and adverse media checks at onboarding and on an ongoing basis, and to Alkepay screening Beneficiaries and counterparties to your Trades and Payments. You shall promptly provide all information and documentation Alkepay reasonably requests for these purposes.

10.5. Sanctions and source of funds. You represent and undertake on a continuing basis that you, your beneficial owners, your Authorised Persons, and the Beneficiaries of your Payments are not subject to economic sanctions administered by Canada, the United States, the United Nations, or any other applicable authority, that no Trade or Payment will be used to transact with any country, person, or entity subject to comprehensive sanctions, and that all funds used in connection with the services originate from lawful sources.

10.6. Compliance action and reporting. Alkepay may, without prior notice, refuse, delay, freeze, block, or reverse any Trade or Payment, and suspend access to the services under this Service Schedule, where it reasonably suspects that a transaction involves money laundering, terrorist financing, sanctions exposure, fraud, or other financial crime, or where it is required to do so by Applicable Law, a Regulatory Authority, a law enforcement agency, or a banking partner. Alkepay is required by Applicable Law to report certain transactions to FINTRAC, may be prohibited from disclosing the existence of such reports to you, and shall not be liable for any action taken in good faith pursuant to its regulatory obligations.

10.7. Restricted activities. You may not use the services under this Service Schedule in connection with any activity that is unlawful, fraudulent, or in breach of Applicable Law, or that exposes Alkepay, its banking partners, or its correspondent banks to undue legal, regulatory, financial, or reputational risk. Alkepay maintains a list of restricted and prohibited business activities and customer categories, which is made available to you as part of your onboarding documentation and may be updated from time to time, and you may not use the services in connection with any activity on that list without Alkepay's prior written consent. Alkepay may at any time request information about the nature of your business activities, the purpose of any Trade or Payment, the source of funds, or the underlying commercial arrangement, and you agree to provide such information, and supporting documentation where reasonably requested, promptly.

10.8. Personal information. Alkepay processes personal information in accordance with Applicable Law, including the Personal Information Protection and Electronic Documents Act (Canada) and, where applicable, the Act respecting the protection of personal information in the private sector (Quebec). You are responsible for ensuring that you have obtained all necessary consents, and provided all required notices, to any individuals, including Beneficiaries and Authorised Persons, whose personal information is shared with Alkepay in connection with the services. The data protection provisions of the Agreement otherwise apply.

11. COMPLAINTS

11.1. If you have a complaint about the services under this Service Schedule, you may contact Alkepay in writing at legal@alkepay.ca or at Alkepay's registered office address set out in clause 3.3. Alkepay will acknowledge your complaint within five Business Days and will use reasonable efforts to resolve it within 30 Business Days.

12. RELATIONSHIP TO THE AGREEMENT

12.1. The provisions of the Agreement, including the General Terms and Conditions in Section C, apply to this Service Schedule and to each Trade and Payment except to the extent inconsistent with the terms set out herein. The matters addressed in the Agreement, including Fees and Taxes, set-off and recovery, the Authorised Agent provisions, confidentiality, intellectual property, data protection, liability, warranties, force majeure, suspension and termination, amendments, and governing law and dispute resolution, are not repeated in this Service Schedule and apply to Trades and Payments as set out in the Agreement.

12.2. In the event of conflict, this Service Schedule prevails over Section C only in respect of the subject matter specifically addressed herein and the Trades and Payments described herein. As between the Trading Documents and this Service Schedule, a Trading Document prevails to the extent the conflicting term is specific to the relevant Trade or Payment. The order of precedence set out in the Agreement otherwise applies.

12.3. The liability of Alkepay in respect of Trades and Payments performed by it is subject to the limitations and exclusions of liability set out in the Agreement. Consistent with the entity liability provisions of the Agreement, Alkepay is the sole respondent in respect of claims arising from Trades and Payments under this Service Schedule, and no other member of the Yellow Card Group is liable for, or a guarantor of, the obligations of Alkepay in respect of any Trade or Payment.

12.4. This Service Schedule may be amended in accordance with the amendment provisions of the Agreement.

SECTION E: COMMERCIAL TERMS

This Section E (**Commercial Terms**) forms part of the Agreement and sets out the General Commercial Terms governing the payment of Fees. The specific Fees applicable to you and the Services activated for you are set out in the relevant Order Form, which constitutes part of the Agreement upon execution. Capitalised terms used but not defined in this Section have the meanings given in Section B (Definitions). In the event of conflict between this Section E and an Order Form, the Order Form prevails to the extent of the conflict.

1. GENERAL COMMERCIAL TERMS

Fees

1.1. You shall pay the Fees set out in the applicable Order Form in consideration for the provision of the Yellow Card Services and, where applicable, Partner Services.

1.2. Fees may include, without limitation: platform access fees; implementation fees; monthly or recurring fees; transaction fees; spread-based fees; Conversion fees; volume-based fees; minimum commitment fees; network fees (including blockchain gas fees); Liquidity Partner fees; Service Partner pass-through fees; and administrative or exception handling fees, in each case as specified in the Order Form.

1.3. Where total Fees for a billing period are less than any minimum commitment specified in the Order Form, the minimum commitment shall apply.

Method of Charging.

1.4. Yellow Card may (i) deduct Fees automatically from any Wallet at the time of transaction execution; (ii) deduct recurring Fees from any Wallet on the applicable billing date; (iii) invoice Fees periodically; or (iv) exercise set-off rights in accordance with the Agreement.

1.5. Percentage-based Fees may be rounded up to the nearest applicable currency unit.

1.6. Taxes. Transaction Taxes applicable to Fees are governed by the Taxes and Gross-Up clause in Section C. Where Yellow Card deducts a Transaction Tax from a Wallet or includes a Transaction Tax on an invoice, Yellow Card shall, where reasonably practicable, identify the tax component separately in the applicable transaction record or invoice.

Currency of Payment

1.7. Unless otherwise specified in the Order Form (i) fiat-related Fees shall be charged in the relevant fiat currency; (ii) Digital Asset-related Fees may be charged in the relevant Digital Asset or its fiat equivalent at Yellow Card's election; and (iii) conversion spreads are incorporated into the rate specified in the applicable Conversion Quote, or applied at execution for Auto-Conversions.

1.8. USD shall be the reference currency for calculating volume thresholds and minimum commitments. Where thresholds are expressed in USD and transactions occur in another currency, the applicable Conversion shall be determined using Yellow Card's internal reference rate at the relevant time.

2. SERVICE SCHEDULE 1: TREASURY PORTAL FEES

Fees applicable to the Treasury Portal, including platform access fees, per-user fees, and any premium support fees, are as set out in the Order Form.

3. SERVICE SCHEDULE 2: WALLET SERVICES FEES

Fees applicable to Wallet Services, including wallet maintenance fees, Digital Asset withdrawal fees, conversion spreads (for both Request for Quote Conversions and Auto-Conversions), and any failed or reversed Conversion fees, are as set out in the Order Form.

4. SERVICE SCHEDULE 3: CUSTOM WALLET FEES

Fees applicable to Custom Wallet Services, are as set out in the Order Form.

5. SERVICE SCHEDULE 4: PAYMENTS API FEES

Fees for the B2B Payments API Services, including any transaction fees and minimum usage arrangements, are set out in the Order Form and/or the fee schedule provided to you separately, and the Fees and Commercial Terms of the Agreement apply to them. Transaction fees are exclusive of taxes and statutory deductions and may be revised in accordance with the Agreement.

6. SERVICE SCHEDULE 5 & 6: VIRTUAL ACCOUNT FEES

Fees applicable to Virtual Account Services, including account setup fees, monthly maintenance fees, and transaction fees (for domestic wire, international wire, and stablecoin Receive/Send), are as set out in the Order Form.

7. SERVICE SCHEDULE 7: COMMERCIAL TRADING

Where you enter into Trades under Service Schedule 7 (Commercial Trading), the Fees for those Trades, including any spread-based Fees, Conversion Fees, and Costs, are as set out in the applicable Order Form or in the relevant Trading Documents, and are payable to, and recoverable by, the Service Provider that executes the relevant Trade.

8. PARTNER SERVICE FEES

Where services are provided by a Service Partner (i) Fees may be charged directly under a separate Service Partner Agreement; or (ii) passed through to you by Yellow Card at cost. Yellow Card is not liable for changes to Service Partner pricing.

9. CHARGEBACKS, REVERSALS AND EXCEPTIONS

You are responsible for all chargebacks, reversals, clawbacks, penalties, or regulatory fines arising from your activity or that of your Authorised Users. Yellow Card may charge an administrative handling fee per event as specified in the Order Form.

10. LATE PAYMENT

Invoiced amounts that remain unpaid after fifteen (15) days from the invoice date shall accrue interest at the rate specified in the Order Form (or, where no rate is specified, at the lesser of (a) 1.5% per month (18% per annum) and (b) the maximum rate permitted by Applicable Law).

11. FEE AMENDMENTS

Yellow Card may amend the Fees by issuing a revised Order Form on written notice. Your acceptance of a revised Order Form constitutes acceptance of amended Fees. Yellow Card may amend Fees without your consent where required by: (i) Applicable Law or a Regulatory Authority; or (ii) changes in Service Partner or payment rail costs that directly affect the cost of delivery of the relevant Service, in each case upon prior written notice to you of not less than 30 days, except where a shorter period is required by law or by the Service Partner.

12. PROHIBITED TRADING AND EXPLOITATIVE ACTIVITY

Prohibition. The Yellow Card Services and Partner Services are made available solely for legitimate commercial, treasury, and payment purposes. You shall not, and shall procure that your Personnel, Authorised Users, Authorised Agents, Approved Sub-Licensees, Sub-Clients, and End-Users do not, engage in any activity that is designed to, or has the effect of, gaming, exploiting, manipulating, abusing, or otherwise taking improper advantage of the Yellow Card Services, the Partner Services, or any pricing, Conversion Rate, spread, quote, rebate, promotion, or fee structure applied under this Agreement (each, an "Exploitative Activity"). Exploitative Activities include, without limitation: (a) arbitrage or similar strategies intended to capture differentials between any pricing, rate, or spread offered under this Agreement and prevailing market conditions, including latency arbitrage and the exploitation of stale or delayed quotes; (b) by way of example, persistent one-sided or one-directional flows, Conversions, or trading patterns undertaken to capture such differentials rather than for an underlying commercial, treasury, or payment purpose; (c) exploiting any pricing error, system malfunction, or delayed rate update; (d) structuring, splitting, or sequencing transactions to circumvent any limit, threshold, pricing band, or control; (e) wash trading, round-tripping, or offsetting transactions lacking a genuine commercial purpose; and (f) any other conduct that a reasonable market participant would regard as abusive of the pricing, liquidity, or infrastructure made available under this Agreement**.**

Determination and Service Partner Enforcement. Whether any activity constitutes an Exploitative Activity shall be determined by Yellow Card in its sole discretion provided that it is acting in good faith. You acknowledge that restrictions on Exploitative Activities are also monitored and enforced by Service Partners and Banking Partners in respect of the services they provide, and that Yellow Card may rely and act upon any determination, direction, or requirement of a Service Partner or Banking Partner in this regard.

Consequences. Where Yellow Card determines that an Exploitative Activity has occurred, is occurring, or is reasonably likely to occur, then notwithstanding any other provision of this Agreement, and without application of any notice or cure period, Yellow Card may immediately and without liability: (a) suspend or cease the provision of some or all of the Yellow Card Services and Partner Services; (b) decline, cancel, or unwind any unsettled transaction, Conversion Quote, or instruction connected with the Exploitative Activity; (c) adjust or withdraw any pricing, rate, or spread; (d) set off against or recover from you any benefit improperly obtained, in accordance with the set-off provisions of Section C; and (e) terminate this Agreement, in whole or in part, with immediate effect upon written notice. The exercise of any right under this clause is without prejudice to any other right or remedy available to Yellow Card or any Service Partner under this Agreement or at law.

13. **CONFIDENTIALITY**

All pricing, spreads, volume thresholds, and minimum commitments set out in any Order Form constitute Confidential Information for the purposes of the Agreement.

SECTION F: SERVICE LEVEL AGREEMENT

This Section F (**Service Level Agreement**) forms part of the Agreement and sets out Yellow Card's service level commitments in respect of the Treasury Portal and all Yellow Card Services made available thereunder. It governs platform availability standards, incident classification and response, transaction settlement timelines, support service coverage, and escalation procedures. Capitalised terms used but not defined in this Section F have the meanings given in Section B (Definitions). In the event of conflict between this Section F and any Service Schedule, this Section F shall prevail to the extent of the conflict.

1. PLATFORM AVAILABILITY

1.1. Yellow Card shall use commercially reasonable efforts to maintain Monthly Uptime for the Treasury Portal (web portal and underlying APIs) of not less than **99.8% per calendar month**.

1.2. Availability of specific payment rails is subject to the operational status of the relevant third-party payment service providers, banking partners, and mobile money operators. Yellow Card does not warrant the continuous availability of any individual payment rail and excludes such availability from Monthly Uptime calculations as Excused Downtime. Some fiat payment rails within the Treasury Portal involve manual Treasury operations; settlement timelines for those rails reflect the manual nature of those processes.

2. MAINTENANCE

2.1. Scheduled Maintenance. Yellow Card's current deployment architecture supports zero-downtime releases and planned maintenance. Yellow Card does not anticipate scheduled downtime for routine maintenance or software releases. If Yellow Card determines that a scheduled Maintenance Window is required, Yellow Card will provide you with not less than 48 hours' prior written notice via the Service Request System or such other channel as the parties agree. Notified Maintenance Windows are excluded from Monthly Uptime calculations as Excused Downtime.

2.2. Emergency Maintenance. Where Yellow Card determines that emergency or unplanned maintenance is required to protect platform stability or security, Yellow Card will notify you as soon as reasonably practicable and in any event within 60 minutes of initiating such maintenance. Emergency maintenance periods are excluded from Monthly Uptime calculations as Excused Downtime.

3. INCIDENT CLASSIFICATION

Yellow Card classifies Incidents into four Severity Levels as set out in the following table. Response and resolution targets represent Yellow Card's commercially reasonable efforts and are measured from the time you successfully log a Service Request on the Service Request System in accordance with clause 4 below.

Severity	Description	Indicators	Response Target	Resolution Target
1 - Critical	Complete loss of the Treasury Portal - the platform is unreachable or fully non-functional.	No API responses; portal inaccessible; no transactions can be submitted.	**2 hours**	**24 hours (RTO: 4 hours)**

2 - High	APIs involving movement of funds are responding but transactions are failing or materially delayed.	High volume of transactions in timeout; significant reconciliation inconsistencies.	**6 hours**	**2 Business Days**
3 - Medium	APIs not involving movement of funds are not functioning as expected; non-critical platform functionality impaired.	Low volume of timeouts; low failure response rate; low number of reconciliation inconsistencies.	**1 Business Day**	**3 Business Days**
4 - Low	General support queries, minor defects, or cosmetic issues. No material impact on fund movement or platform availability.	Minor UI issues; general enquiries; informational queries; minor bugs.	**2 Business Days**	**Commercially reasonable efforts**

3.1. Response time means acknowledgement of the Incident and communication of initial remedial steps. Resolution may include a permanent fix or a commercially reasonable workaround.

3.2. Where a Service Request requires information or action from you before Yellow Card can proceed, the resolution clock is paused until you provide the required information or take the required action.

3.3. Your obligations in respect of Incidents are as follows:

3.3.1. Log all Incidents and corresponding Service Requests on the Service Request System promptly upon identification.

3.3.2. Communicate material Incidents (Severity 1 and 2) to Yellow Card via the designated Slack channel in addition to the Service Request System.

3.3.3. Provide Yellow Card with sufficient diagnostic information, including API logs, transaction IDs, and timestamps where available.

3.3.4. Keep all Service Requests open and unchanged in the Service Request System until the relevant Incident has been resolved.

4. SERVICE REQUEST SYSTEM

4.1. All Incidents and support queries must be raised and logged by you using the Service Request System. The Service Request System is the sole source of truth for measuring Yellow Card's performance against the service level targets in this Section F.

4.2. The Service Request System currently operates via a shared Slack channel between the parties. As transaction volumes increase, Yellow Card will transition to a formalised third-party ticketing system and will provide you with access to that system at that time.

4.3. Service Requests raised outside the Service Request System (including via informal Slack messages not logged as formal tickets, email, or telephone) will be treated as additional support communications and will not count for the purposes of measuring response or resolution times under this Section F.

5. SUPPORT COVERAGE

5.1. Yellow Card provides support to Treasury Portal Customers during the following hours ("Support Hours"):

5.1.1. Weekdays (Monday to Friday): 07:00 to 23:00 West Africa Time (WAT).

5.1.2. Weekends (Saturday and Sunday): 08:00 to 17:00 WAT.

5.2. Response and resolution time targets apply during Support Hours. Outside Support Hours, Yellow Card will use commercially reasonable endeavours to respond to and resolve Severity 1 Incidents as soon as reasonably practicable. For Severity 2–4 Incidents, time outside Support Hours is excluded from response and resolution time calculations.

5.3. Yellow Card does not currently operate 24/7 on-call engineering coverage. For Severity 1 Incidents occurring outside Support Hours, Yellow Card's on-call team will be notified and will aim to acknowledge within the 2-hour target wherever operationally possible.

5.4. Yellow Card's technical support contact for all Treasury Portal Incidents is: technicalsupport@yellowcard.io.

6. SERVICE LEVEL MATRIX

For ease of reference, the following table summarises all service level targets under this Section F.

Service Level Metric	Target	Unit
Platform Monthly Uptime	**99.8%**	Per calendar month
Severity 1 — Response	**2**	Hours
Severity 1 — Resolution (RTO: 4 hours)	**24**	Hours
Severity 2 — Response	**6**	Hours
Severity 2 — Resolution	**2**	Business Days
Severity 3 — Response	**1**	Business Day
Severity 3 — Resolution	**3**	Business Days

Severity 4 — Response	**2**	Business Days
First response to inbound support request	**6**	Hours (within Support Hours)
Notification of Incident by Yellow Card	**2**	Hours from Yellow Card identification
Wallet balance updated after cleared funds received	**1**	Business Day
Disbursements re-enabled after top-up proof received	**1**	Business Day
Bank transfer disbursement settlement	**24**	Hours
Mobile money disbursement settlement	**48**	Hours
Digital asset Conversion completion (below RFQ threshold)	**5**	Minutes
Emergency maintenance notification	**60**	Minutes from initiation

7. API PERFORMANCE

Yellow Card will use commercially reasonable efforts to maintain Treasury Portal and B2B Payments API response times consistent with the following performance benchmarks:

Percentile	Target Response Time	Notes
p50 (median)	≤ 300 ms	Typical under normal load
p95 (95th percentile)	≤ 700 ms	Peak traffic scenarios
p99 (99th percentile)	≤ 1,000 ms	Worst-case tail latency

Yellow Card applies rate limits to API access to protect platform stability. Applicable rate limits are as agreed with Yellow Card's engineering team and/or as set out in the applicable API Documentation. Yellow Card will provide you with reasonable prior notice of any material changes to rate limits.

8. ESCALATION

In the event that an Incident is not resolved within the applicable target timeframe, or you consider the response inadequate, you must escalate using the following escalation path before pursuing any other remedy:

Level	Role	Contact	When to Escalate
1	Technical Support	technicalsupport@yellowcard.io	Initial point of contact for all Incidents and Service Requests.
2	Product Owner	Liz Harker liz@yellowcard.io	Severity 1 or 2 Incident not acknowledged within the response target, or Level 1 response inadequate.
3	Director of Engineering	Ernest Mwangi ernest@yellowcard.io	Severity 1 Incident not resolved within 12 hours, or escalation to Level 2 does not yield a satisfactory response within 4 hours.
4	Chief Technology Officer	Justin Poiroux justin@yellowcard.io	Severity 1 Incident unresolved after 20 hours, or any Incident with material financial or regulatory impact.

9. **EXCLUSIONS**

The service level targets in this Section F do not apply, and Yellow Card shall not be in breach of this Section F, to the extent that any Incident or failure is caused or contributed to by:

9.1. acts or omissions of you, your Authorised Users, or any third party acting on your behalf, including incorrect API integration, invalid API calls, or failure to validate inputs in accordance with Yellow Card's API Documentation;

9.2. the unavailability, degradation, or failure of any third-party payment rail, banking partner, mobile money operator, blockchain network, or other external infrastructure not within Yellow Card's reasonable control;

9.3. Force Majeure Events as defined in Section B;

9.4. Maintenance Windows notified in accordance with clause 2.1 or emergency maintenance communicated in accordance with clause 2.2;

9.5. any suspension of your access exercised by Yellow Card in accordance with this Agreement;

9.6. any compliance hold, transaction block, or other action taken by Yellow Card in accordance with its AML/KYC obligations or at the direction of a Regulatory Authority; or

9.7. your systems, connectivity, or hardware issues that prevent you from accessing the Treasury Portal.

10. **SERVICE CREDITS**

No service credits or financial penalties apply to Yellow Card's failure to meet the service level targets in this Section F.

11. REPORTING AND REVIEW

11.1. Yellow Card will make available to you, upon written request, a summary of platform availability and Incident resolution performance for the preceding calendar month.

11.2. Yellow Card intends to publish real-time platform status information on a client-facing status page. Until such page is operational, status communications will be made via the Service Request System and/or the designated Slack channel.

11.3. Yellow Card may update this Section F to reflect changes to the Treasury Portal's infrastructure, capabilities, and operational processes, subject to providing you with not less than 30 days' prior written notice of any material change.