Open Banking Teams Agreement

This Agreement is dated Dec 3, 2024 and is made between

The Client

Full legal name	Karam Jameel Moore
Registered Address (no PO Box), incl. country	1075 W PEACHTREE ST BW, SUITE 6 #570223, ATLANTA, GA 30357
Country of incorporation	UNITED STATES OF AMERICA
Trade register no. and city (country)	85-3015758 , ATLANTA GA

And

ING

Legal name ING entity/branch	ING Bank N.V. WawMart LLC
Address	Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands
Trade register no. and city (country)	33231073 Amsterdam (the Netherlands)

It is agreed as follows:

1.
Applicable Conditions & definitions

1.1.

The ING Channel Conditions, with the exception of Annex 1 (Channel Specific Provisions) if and to the extent thatthe Client does not make use of one or more Channels as mentioned in that annex, apply to this Agreement and theServices provided hereunder. This is a Service Document as defined in the ING Channel Conditions. The DeveloperPortal and the APIs that are accessible through the Developer Portal are Channels as defined in the ING ChannelConditions.

1.2.

Words and expressions defined in the ING Channel Conditions shall, unless the context otherwise requires, havethe same meaning when used herein. In addition the following terms have the meanings set out opposite such termsbelow:

Developer Account

the Client's account in the Developer Portal through which a Team Owner on behalf of the Client can (i) set upand manage applications/connectivity between its IT apps/systems/applications and the APIs, (ii) upload andmanage certificates used to that extent, (iii) appoint Team Owners and Developers and (iv) obtain Services.

API

ING's application programming interfaces that are available through the Developer Portal.

Developer

any member of the Team that is authorised by a Team Owner on behalf of the Client to (electronically) perform theacts and issue instructions as specified in this Agreement on behalf of the Client through the Account or suchother electronic channel as indicated by ING.

Developer Portal

ING's developer portal that is available through https://developer.ing.com/openbanking/home.

Service

a service made available to the Client by ING.

Team

a group of persons, including a Team Owner and Developers, if any, with the Team ID as referred to in Clause 2.2of this Agreement.

Team Owner

the initial Team Owner appointed by the Client and any other Team Owner that is authorised directly or indirectlyby the Client to (electronically) perform the acts and issue instructions as specified in this Agreement.

2.
Appointment Team Owner

2.1.

The Client has subscribed to the Developer Portal and has created a Developer Account and the Team as referred toin Clause 2.2 of this Agreement. The Client appoints the Team Owner as referred to in Clause 2.2 of thisAgreement which shall have the authority to perform certain acts on behalf of the Client via the DeveloperAccount.

2.2.

Client herewith creates and authorises a Team with the following initial Team Owner:

Team ID	52006166-27e5-45e9-87a1-be004480f03f
Team Name	W3W
Name and Surname Team Owner	Karam Moore
Team Owner's email address	karamjameelmoore@gmail.com

Application(s) details

3.
Authority Team Owner and Developers

3.1.

(i)

appoint Developers and other persons as Team Owner for the Team and revoke such appointments through theDeveloper Account;

(ii)

set up and manage applications/connectivity between the Client's IT apps/systems/applications and the APIs;

(iii)

obtain and subscribe for Services, provided no separate agreement for such Services is required;

(iv)

upload and manage certificates used to that extent;

(v)

grant authorisation to Developers to perform the acts mentioned under (ii), (iii) and (iv) above and revoke suchauthority; and

(vi)

grant authorisation to other Team Owners to perform the acts under (i) up to and including (vi) and revoke suchauthority through the Developer Account.

3.2.

The Client acknowledges and agrees that each Developer is individually authorised to perform the acts specifiedin Clause 3.1(ii), 3.1(iii) and 3.1(iv) and that each Team Owner is individually authorised to perform the actsspecified in Clause 3.1(i) up to and including 3.1(vi).

3.3.

The Client acknowledges and agrees that each Developer and the initial or any subsequent or additional TeamOwner:

(i)

will be deemed authorised to issue Instructions regarding the API and the Developer Accounts solely and for anunlimited amount; and

(ii)

may have access to the Client's confidential or sensitive information and that it is the Client's responsibilityto implement measures to restrict access to such information.

3.4.

The Client acknowledges and agrees that the Team shall at least have one active Team Owner for businesscontinuity reasons. In case there is no active Team Owner, no new Developers and/ or Team Owners can beappointed. Instructions can be given and connectivity is ensured only as long as there is an active Developer.ING cannot re-establish the Team.

ING excludes any liability for any adverse consequence of the Team not having at least an active Team Owner.

3.5.

If the Client has terminated this Agreement or revoked all existing authorisations as indicated in thisAgreement:

(i)

no member of the Team can issue any Instruction or perform any act on behalf of the Client; and

(ii)

connectivity to an API and the Services thereunder will cease to exist.

ING cannot re-establish the Team. ING excludes any liability for any adverse consequence of the revocation of theauthorisations under this Agreement.

3.6.

The creation and appointment of another team (via another agreement) has no consequences for the authoritiesgranted pursuant to this Agreement.

3.7.

The authorisations granted by the Client according to this Agreement, or by a Team Owner on behalf of the Clientthrough the Developer Account, may be relied upon by ING Bank N.V. and/or any of its direct or indirect (localand foreign) subsidiaries, affiliates and/or its or their branches.

4.
Identification, Verification and Retention

4.1.

The Client is obliged, for and on behalf of ING, to identify and verify the identity (by means of a valididentification document) of each Team Owner and each Developer and, if applicable, verify and validate thespecimen signature of such Team Owner and Developer.

The Client undertakes to securely store for a minimum period of seven years after therevocation or expiry of therelevant authority all data regarding the identity and the verification and validation of the signature of eachDeveloper and Team Owner. At ING's request the Client will provide such data in a format accessible to ING. INGis authorised to audit, examine and make copies of the data kept by the Client regarding the foregoing, and ifso requested, the Client must grant ING access to its premises and relevant data and records.

5.
ING Authorisation Instruments

5.1.

An Authorisation Instrument is required to access the Developer Account, upload certificates, createapplications/connections to APIs, subscribe to Services and give Instructions in relation to the Services. TheTeam ID, the Client's certificates uploaded in the Developer Account, the Client ID generated in the DeveloperAccount and a Team Owner's and Developer's login credentials to the Developer Account (whether used jointly orindividually) are Authorisation Instruments.

5.2.

The Client herewith expressly acknowledges and agrees that individual Developers and Team Owner cannot beidentified by ING, the Developer Portal or any API and that ING is unable to check whether or not an Instructionis initiated by an authorised Developer or Team Owner. As a consequence all Instructions received through theDeveloper Portal or an API will be deemed to be issued by authorised Developer(s) or Team Owner(s) and theClient explicitly agrees that ING will not be liable for any and all consequences of Instructions issued byunauthorised persons.

5.3.

The Client is obliged to implement the necessary safety measures to avoid a situation where unauthorised personsinitiate Instructions.

6.
Subscription to Services

If the Client wishes to make use of a Service, an application/connection between the Client's IT environment andthe relevant API has to be established, and, if applicable, an additional agreement for such Service may have tobe entered into. Besides the terms of such additional agreement, if any, the terms of this Agreement and theTerms of Use of the Developer Portal apply to the relevant Service and API.

7.

Fees and expenses

ING's tariff brochures apply to this Agreement insofar the Client makes use of a Service which is included inING's tariff brochures (which may change from time to time). The Client authorises ING to debit all costs, feesand charges for such Service from the bank account so specified by the Client (if applicable).

8.

Term and termination

This Agreement and the authorisations granted herewith are valid until revoked by the Client. The Client mustimmediately notify ING in a form acceptable to ING of the expiry, revocation or amendment of any of theauthorisations of a Team Owner or a Developer. Until ING receives such notification any authorisation shall,irrespective of any registration with any public record of the details and/or any changes to it, remain in fullforce and effect. ING may (continue to) execute Instructions that have been given to ING by such Team Owner orDeveloper prior to or shortly after ING has received such notification if ING cannot reasonably prevent theexecution thereof. The revocation, expiry or amendment of any authority does not have any consequences for norshall affect (the validity of) (i) Instruction with a scheduled execution date after the revocation, expiry oramendment, or (ii) authorisation granted by a Team Owner prior to such revocation, expiry or amendment.

ING may terminate this Agreement in writing on a two months' prior notice.

9.

Applicable law and jurisdiction

This Agreement and the relationship between the Client and ING regarding the Developer Portal, API's andServices and any non-contractual obligations arising out of or in connection therewith, will be governed by andconstrued in accordance with the laws of the Netherlands. The authority granted by the Client (directly orindirectly) to each Team Owner and Developer will be governed by the laws of the country of incorporation of theClient.

Excluding any out-of-court complaint and/or redress procedure, ING and the Client hereby irrevocably submit tothe exclusive jurisdiction of the courts of Amsterdam. If ING is acting as the plaintiff, ING may (if permittedby law) take proceedings to another competent court and/or concurrent proceedings in any number ofjurisdictions.

Signed on behalf of

The Client

Full name of authorised representative I

a:1:{s:5:"entry";a:1:{i:0;a:20:{s:2:"id";s:9:"224231813";s:4:"hash";

Date

Signature

Full name of authorised representative II *

Date

Signature

* Only required if representative I has no single signing authorisation

ING Bank N.V.

Full name of authorised representative I

Date

Signature

Full name of authorised representative II

Date

Signature

Date: [Dec 3, 2024] - Open Banking Teams Agreement - v202202