TABLE OF CONTENTS

1.   AGREEMENT

THIS AGREEMENT is made and entered into on ("Effective Date")
Date:
BETWEEN
XYZ FINANCIAL GMBH (Company Registration No: <>), a company duly incorporated under the laws of Switzerland with its business address at Address, (hereinafter called **"XYZ"**),
AND
Company Name: ABC
 (Company Registration Nonr.: <> and Tax Registration Number: <>),
 a corporation duly incorporated under the laws of
country: Ireland with its business a
address at : Ireland
 (hereinafter called **"Client"**)

XYZ and Client are collectively referred to herein as the "Parties", each individually a "Party".

2.   BACKGROUND

1. XYZ is a member of VQF Financial Services Standards Association, a self-regulatory organization (SRO) officially recognized by FINMA pursuant to the Anti-Money Laundering Act.
2. XYZ may provide the following services:
a.	monetary transaction services, namely undertake electronic transfers on behalf of third parties and execute payment orders,
b.	money exchange ("FX") services
c.	money and securities transfer (cross-border and otherwise)
d.	cashless means of payment for goods & services and money transfers
e.	loans (collateralized & non-collateralized loans)
3. Client is a duly licensed with authority to provide lending services in
country: Ireland regulated by
by the regulator: Central Bank of Ireland
 with registration type: Schedule 2
4. Client engaged XYZ to use the Services listed below:

Service	Description
XYZ Financial Product	**XYZ Financial Product is a transactional post-funding option as short-term working capital in selected corridors of the Client**

## 3.	DEFINITIONS

1. "API" means XYZ's application program interface which enables the Client to access XYZ's Services.
2. "XYZ Account ID" means the unique identification of an XYZ Account generated by XYZ's systems.
3. "XYZ Account(s)" mean accounts created for Original Senders and Ultimate Beneficiaries that contain KYC information that is used to identify both sides of the transactions.
4. "XYZ Credit API" means the API used by Client to generate and track Credit transactions.
5. "XYZ Liquidity Pools" mean wallets created by XYZ to hold creditor funds to be used to issue Credit.
6. "XYZ Client API" means the API used by Client to generate and track cross-border transactions.
7. "XYZ Client Dashboard / Credit Management" means the part of the XYZ Client Dashboard where the Client tracks their Credit transactions.
8. "XYZ Client Dashboard / Transaction Management" means the part of the XYZ Client Dashboard where the Client tracks their cross-border transactions.
9. "XYZ Client Dashboard" means the web-based platform where the Client can track their data, such as treasury balance, transactions, API Keys etc.
10. "XYZ Processing Fee" means the fee charged by XYZ to process transactions.
11. "Authorised Person" means the individuals who are authorised by the Client to access the Platform, use Services, and communicate with XYZ on the Client's behalf.
12. "Beneficiary / Ultimate Beneficiary" means a natural person or institution as identified by the Sender according to the Payment Data that can receive the funds from Sender
13. "CDD" means Customer Due Diligence where XYZ conducts the necessary checks on a Client before onboarding them according to XYZ's Business Wide Risk Assessment Document and its credit risk scoring algorithm.
14. "Collection Channel" is the means that is used to collect funds by XYZ (e.g. Bank account, e-wallet etc.).

15. "Partner" or "Partners" are XYZ's partners as licensed bank or non-bank financial institutions in commercial agreement with XYZ to provide collection and/or payout services to XYZ.
16. "Country Integration Guides" means technical cookbooks created by XYZ that are used by the Client to integrate any XYZ API for a specific country.
17. "Data Protection Laws" means (i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), any national implementing law, regulations, and secondary legislation, (ii) any successor framework to the GDPR, and (iii) other corresponding laws applicable in the relevant other countries.
18. "Monthly Maximum Transaction Volume" is the Maximum Amount of volume the Client can process via XYZ Credit.
19. "Exchange Rate (FX)" means the foreign currency conversion rate quoted by XYZ to Client for the purpose of performing the Service.
20. "Fees" means the fees that will be charged to the Client for the provision of the Services, as set out in respective Schedules of Services.
21. "Fiat Currency" means a national currency that is not pegged to the price of a commodity such as gold or silver (e.g., USD. EUR, GBP etc.).
22. "FINMA" means the Swiss Financial Market Supervisory Authority.
23. "KYC" means Know Your Customer and includes all the processes and procedures to identify an entity related to a financial transaction.
24. "Licensed Financial Institution" means a bank, trust company, e-money institution, payment institution, payment processor or similar financial institution, which is regulated, supervised, and subject to periodic examination by a Regulatory Authority.
25. "Maturity Date" means the date when a credit becomes due and must be repaid.
26. "OFAC" means The Office of Foreign Assets Control, part of the US Department of the Treasury, that administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.
27. "Payback Amount" means the sum of Principal, Interest, and fees to be paid back to XYZ upon maturity of a credit transaction.
28. "Payment Data" means data collected from the Sender and electronically captured and transmitted by the Client that contains collection or payout instruction and such mandatory information required by XYZ to facilitate the Service including but not limited to the Sender's identity data and Beneficiary's details.
29. "Payout Channel" is the means that is used to disburse funds by XYZ (e.g. Bank account, e-wallet etc.).
30. "Payout Order" means a request executed by Sender with the intention that funds get transferred to the intended Beneficiary through the relevant Service in accordance with the Payment Data.
31. "Collection Order" refers to an instruction initiated by the Original Sender, directing the Client to gather or collect funds from a specified source or entity, with the objective of facilitating the transfer of these funds to the intended Ultimate Beneficiary as specified in the Payment Data.
32. "Personal Data" has the meaning set out in the Data Protection Laws.
33. "Platform" means the online platform as further described in Clause 6.
34. "Privacy Policy" means XYZ's privacy policy, a copy of which is available on its website.
35. "Read Only Access Persons" means individuals who are authorized by the Client to be given read-only access to the Platform as set out in Clause 6.
36. "Redemption" means the exchange of USDC to a fiat currency.

37. "Regulatory Authority" means any governmental or non-governmental agency, having jurisdiction over either of the Parties or any of the activities to be performed under this Agreement.
38. "Repayment Amount" means the sum of (i) the Credit Advance Amount, (ii) XYZ's Fees for a Credit Transaction.
39. "Restricted Territory" means a region, territory, or country subject to comprehensive Sanctions.
40. "Sanctions Target" means any Person that is (i) included on any list of designated persons maintained by any Regulatory Authority pursuant to Sanctions, including both the List of Specially Designated Nationals and Blocked Persons and the List of Foreign Sanctions Evaders maintained by OFAC (ii) organized, located or resident in a Restricted Territory, or (iii) otherwise the target of any Sanctions such that a U.S. Person is prohibited from dealing with such Person, including as a result of being owned or controlled by any Person or Persons described in the foregoing clauses (i) or (ii).
41. "Sanctions" means any Legal Requirement imposing sanctions, restrictions, or prohibitions on financial transactions or other business dealings that is administered or enforced by the U.S. Government (including the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce, or the U.S. Department of State and including designation as a "specially designated national" or "blocked person"), the United Nations Security Council, or other relevant sanctions authority, including and any executive orders issued in relation to the imposition of sanctions.
42. "Sender / Original Sender" refers to the Client when it places a Transaction for the purpose of transferring money to Beneficiary.
43. "Settlement Amount" means the sum of (i) the Transaction Amount, (ii) XYZ's Fees for a Transaction.
44. "Settlement Currency" means the currency which is used to finalize the settlement between Client and XYZ or Client and its partner.
45. "Settlement" is a process executed by XYZ by moving funds in the amount of Settlement Amount between Client's Account and XYZ Account or Client's partner Account.
46. "Stablecoin" means a type of cryptocurrency where the price is designed to be pegged to a cryptocurrency, fiat currency, or to exchange-traded commodities.
47. "Tokenization" means the exchange of a fiat currency to USDC.
48. "Transaction Order" means a Payout Order.
49. "Transaction Volume" means the sum of all transaction amounts within a given time frame (e.g. a month)
50. "Transaction" means movement of funds from Sender to Beneficiary, such as Payout Order, or Collection Order, in accordance with the Payment Data.
51. "Unpaid Matured Credit Ratio" is the ratio calculated by dividing the amount of Unpaid Matured Advances to the Client's Monthly Maximum Transaction Volume .
52. "USD Coin (USDC)" is a US Dollar pegged stablecoin issued by regulated financial institutions, backed by fully reserved assets, redeemable on a 1:1 basis for US dollars, and governed by Centre, a membership-based consortium that sets technical, policy and financial standards for stablecoins.
53. "Virtual Asset Service Provider" means any natural or legal person that conducts one or more of the following activities or operations for or on behalf of another natural or legal person: (i) Exchange between virtual assets and fiat currencies, (ii) Exchange between one or more forms of virtual assets, (iii) Transfer of virtual assets, (iv) Safekeeping and/or administration of virtual assets or instruments enabling control over virtual assets, (v) Participation in and provision of financial services related to an issuer's offer and/or sale of a virtual asset
54. "VQF Financial Services Standards Association '' is an entity that offers a full range of compliance services to financial intermediaries in the parabanking sector in Switzerland.

55. "Force Majeure Event" shall mean any event or circumstance that is beyond the reasonable control of the affected party, materially affects the performance of its obligations under this Agreement, and could not reasonably have been foreseen or provided against. Such events may include, but are not limited to, acts of God, wars, hostilities, revolutions, acts of terrorism, civil commotion, national emergencies, epidemics, fire, flood, earthquake, force of nature, or other comparable events that occur on a national scale, specifically within the United States for the Client.

4. SCOPE OF SERVICES

1. XYZ FINANCIAL PRODUCT

1. GENERAL

1. XYZ Financial Product is a transactional post-funding option granted to its customers as short-term working capital.
2. Client gets access to XYZ Credit API as well as XYZ Client Dashboard to manage their credit portfolio.
3. Client specific terms, limits, and fees to use XYZ Financial Product are detailed in Schedule 1.
4. XYZ conducts compliance and risk scoring of Client on a regular basis. XYZ reserves the right to increase the Fees based on the results of compliance and risk scoring. In that case XYZ shall give not less than 30 days' prior notice to Client. If Client does not agree with any increase in Fees, it shall have the right to terminate this Agreement upon written notice to XYZ, provided that such written notice is received by XYZ not less than 15 days prior to the effective date of the increase in Fees. If Client does not serve notice to terminate in accordance with this clause, Client shall be deemed to have accepted the increase in Fees and the right to terminate under this clause shall no longer be available to itbe subject to general termination rights set forth hereunder.
5. After the Financial Product request of Client is approved per corridor the transaction amount for each transaction is provided from XYZ Liquidity Pool for local payouts, automatically by XYZ Credit API or manually by XYZ team.
6. After Financial Product is granted to Client, XYZ chooses to provide credit (advance) per transaction to Client directly, to Client's sister or holding companies, or to a receiving party as one of Client's licensed partners on behalf of Client, which will be specified and agreed upon in Schedule 1. The specified receiving party must have a license to undertake the necessary activities in relation to the selected payment corridor and shared Payment Data.
7. If Client's partner is selected for the credits per transaction to be provided Client requires to provide the documentation regarding the commercial nature of the existing relationship as signed agreements and any form of documentation. The agreements and documentations must show the current activities of the relationship in a cross-border payment flow between Client and Client's partner. XYZ conducts necessary compliance checks of Client's partner before the approval of Financial Product per corridor per Client's partner and regularly.

2. SETTLEMENT OF PAYOUT ORDERS WITH XYZ FINANCIAL PRODUCT

1. XYZ Financial Product can only be used to settle a Transaction Order.

2. After the credit request of Client is approved per corridor by XYZ, the payment amount is provided from the XYZ Liquidity Pool for the Transaction.

3. MATURITY & REPAYMENT

1. Upon approval of credit, XYZ Credit API returns a Repayment Amount and Maturity Date in Coordinated Universal Time (UTC). The Repayment Amount includes the principal and all associated fees (including interest) payable to XYZ.
2. Matured Credit can only be repaid by the Client in the specific currency and account number in this agreement.

2. CLIENT SPECIFIC TERMS & FEES

1. XYZ provides the Services described below. Each Service has their own Client specific terms, including all fees, that are detailed in corresponding Schedules as per the table below.

vice	responding Schedule
Z Financial Product	hedule 1

2. Any clauses relating to a specific Service, shall be superseded by a more specific regulation in the Schedules relating to the individual Service.
3. Schedules can be amended any time by consent of both Parties for future expansion of the business or otherwise, independent of the rest of this agreement.

5. RECORDS OF TRANSACTIONS AND AUDIT RIGHTS

1. The Parties shall keep proper records of all Payment Data performed under the Service and shall preserve and maintain the records in its custody for at least the legal retention period of the country of domicile, but no less than a period of 10 (ten) years and all such records shall be kept confidential and made available for inspection by either Party.
2. Client acknowledges that XYZ business practices are subject to review and audit by the Regulatory Authority. Client further acknowledges that Parties' joint business cooperation may be subject to review by the Regulatory Authority. The Client agrees that it shall be reasonably available to comply with any request of the Regulatory Authority to XYZ to review the provision of joint business cooperation at XYZ's expense.
3. XYZ may at its own expense:
a. request for audits to be conducted at any time with a reasonable prior notice – according to the notice received by the relevant Regulatory Authority requiring said activity. The terms of such audit shall be agreed between the Parties in accordance with the business practices and Client's security policies, with a view to also minimizing the inconvenience to Client's operations.
b. request audits be conducted of its own initiative.
4. Parties shall be entitled at all reasonable times to conduct an audit and periodic review of the Service rendered under this Agreement for the purpose of assessment of the processes and methods adopted during the provision of the Service including compliance with agreed SLAs, service standards, internal policies and including any requirements under the Client's applicable local laws (including but not limited to compliance with Privacy Laws) subject to forty-eight (48) hours prior written notification.

5. XYZ shall be entitled at all reasonable times to conduct an audit and periodic review of Client for the purpose of assessment of the processes, methods and internal policies adopted by Client in relation to compliance with provisions of AML/CFT policies prescribed by Financial Action Task Force (FATF) or respective Regulatory Authority on KYC screening and due diligence, record keeping, AML/CFT training to personnel, prevention and detection of suspicious and prohibited transactions; any changes or new requirements if and when the AML/CFT is amended or as will be required by any Regulatory Authority subsequent to this Agreement and including any requirements under the Client's Affiliates applicable local laws (including but not limited to compliance with Privacy Laws) subject to forty-eight (48) hours prior written notification.

6. Parties shall further, upon reasonable notice to the other and at the requested Party's expense, permit the requesting Party and their respective Regulatory Authorities, as well as, internal and external auditors and regulatory examiners acting on instructions of the regulators, unrestricted access to its premises, books, data, records, documents, equipment and other property relevant to the performance of this Agreement for the purpose of audit, inspection and verifying its compliance with the obligations under this Agreement (including compliance with the applicable local laws including but not limited to data protection and Privacy Laws) and its likely capacity to continue to comply with its obligations in the future during the Term.

7. Parties agree and undertake to act upon and implement any reasonable recommendations made by the requesting Party (including their respective Regulatory Authorities) based upon the auditor's report, any other professional report or report issued by the regulator pursuant to Clause 5.6 and the cost of implementing those recommendations shall be borne by the requested Party to the extent such recommendations correct a failure by the requested Party to meet its obligations under the Agreement.

6. PLATFORM AND APIS

1. The Platform is XYZ's portal:

a. where Authorised Persons can use or perform Services in accordance with this Agreement; and

b. where Authorised Persons and Read Only Access Persons can:

   i. view the balance and currency of funds the Client holds; and
   ii. view details of Services that have been executed.

2. XYZ may stop Authorised Persons' access to the Platform and the Client's access to the APIs on reasonable grounds relating to the security of the Platform or the APIs (as relevant) or the suspected unauthorised and/or fraudulent use of the Platform or the APIs. In such a case, XYZ shall notify the Client about access stopping and reasons thereof, if possible, before the access stopping or immediately after the access stopping at the latest, except where such notification would impair security measures or would be forbidden under applicable legal acts.

3. While the XYZ Platform has undergone testing and continues to be improved by feedback from the open-source user and developer community, we cannot guarantee there will not be bugs. You acknowledge that your use of the XYZ Platform is at your own discretion and in compliance with all applicable laws. You are responsible for safekeeping your access credentials and security mechanisms for the XYZ Platform.

4. The Client hereby acknowledges that due to the nature of the internet and electronic communication, there is a risk that communications may not operate free from error or interruption. XYZ shall not be liable for:

a.   any error or interruption in communications,

b.   for any losses or delays in the transmission of instructions caused by any ISP or software failure, or

c.   for any breaches of security of the Platform.

5. XYZ reserves the right to modify the Platform and the APIs at any time as deemed necessary to comply with applicable laws and regulations or business needs.

7.   GENERAL LIMITATION OF LIABILITY

1. Where XYZ and another person (such as another services provider) are liable to the Client in respect of the same matter or item, the Client agrees that XYZ's liability to the Client will not be increased by any limitation of liability the Client has agreed with that other person or because of the Client's inability to recover from that other person beyond what XYZ's liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

2. Where any loss, liability, cost or expense is suffered by the Client for which XYZ would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such loss, liability, cost or expense shall be recoverable by the Client from XYZ (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of XYZ's contribution to the overall fault for such loss, liability, cost or expense, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the loss, liability, cost, or expense in question of any third party for the purposes of this Article, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such loss, liability, cost or expense occurred or was otherwise incurred.

3. XYZ accepts no responsibility for any delay in fulfilling a Service attributed to the late arrival of funds or late instruction of a Service or for delays or faults due to the clearing banks or banking systems. XYZ shall not be liable for any bank charges that the Client may incur in sending funds to or receiving funds from XYZ. However, XYZ is only liable if it can be accused of unlawful intent or gross negligence.

4. XYZ shall not be liable to the Client for the non-performance of its obligations or the failure to execute any Service if the execution of such service would be illegal.

5. XYZ shall in no case be liable for consequential damages.

6. Pursuant to the economic Sanctions and financial crime constraint programs, XYZ may have obligations in respect of transactions, activities, and accounts to interdict and/or freeze funds, to suspend services, to investigate certain transactions, to report certain activities to law enforcement, financial intelligence units and/or other government agents. To protect its reputation and assets in the face of financial crime indicators or suspicions, XYZ may also take other measures it deems necessary. The fulfillment of those obligations and the conduct of those measures may impede the flow of transactions and access to funds. Client acknowledges that, to the extent permitted by law, XYZ has no responsibility for any losses of any kind which might be attributed to such delays, no obligation to disclose the foundations for them, and may be prohibited by law from making such disclosures.

8. BAN ON OFFSETTING

1. All claims of XYZ have to be paid by the client in accordance with this agreement. The Client cannot pay XYZ's claims by way of set off.

9. TERMINATION

1. The Parties shall have the right (but not the obligation) to terminate this Agreement:

a.   at any time and for any reason by giving not less than one (1) month' written notice via the designated email address provided by each Party; and

b.   upon or at any time after the occurrence of any one or more of the following events:

      i. the other Party suspends the payment of its debts,

      ii. the other Party makes or takes steps with a view to making any moratorium, assignment, composition, or similar arrangement with its creditors, or is the subject of a winding up, administration or dissolution or any similar insolvency event,

      iii. the other Party fails in any respect to comply with any obligations fully and promptly under this Agreement,

      iv. if any of the representations made in this Agreement or information supplied by the other Party are or become materially inaccurate or materially changed,

      v. if it becomes or may become unlawful for the Party to maintain or give effect to all or any of its obligations under this Agreement or otherwise to carry on our business,

      vi. if either Party is requested not to continue by any governmental or regulatory authority whether that request is legally binding, and

      vii. if the Party considers it necessary to do so for its own protection including (without limitation) in the following circumstances:

            a.   protection from fraud or money laundering,

            b.   protection from the other Party's default,

            c.   protection from market failure,

            d.   protection from adverse or volatile market conditions, and

            e.   protection from loss.

2. Upon effective date of termination,

a.   the Client's access to use the Platform and the API will be revoked, and the Client will no longer be able to access any Services,

b.   all of payment obligations of the Client under this Agreement will immediately become due and payable, and

c.   XYZ will return any funds held for the Client less any monies which are due and owing to XYZ.

3. XYZ conducts compliance and risk scoring of Client on a regular basis. XYZ reserves the right to terminate this Agreement based on the results. In that case XYZ shall give not less than 30 days' prior notice to the Client.

10. CONFIDENTIALITY

1. Information disclosed under this Agreement may include, but shall not be limited to, commercial, financial, technical, operational, or other information in whatever form (including information disclosed orally) which is marked as confidential or would be regarded as confidential by a reasonable businessperson and which concerns the business and affairs of the parties, including any such information disclosed prior to the date of this Agreement ("Confidential Information"). Either Party shall not disclose end-user personal data under this Agreement.

2. Each Party undertakes to:

   a. keep in the strictest confidence any Confidential Information disclosed and will not disclose that Confidential Information to any person (other than their employees or professional advisers, who need to know the Confidential Information) without the written consent of the other Party,

b. apply the same security measures and degree of care to the Confidential Information as it applies to its own confidential information which degree of care shall be in line with best industry practice.

   c. use the Confidential Information disclosed only as required for the performance of this Agreement,

d. ensure that all people to whom the Confidential Information is disclosed under this Agreement are aware of the terms of this confidentiality requirements; and

   e. make copies of the Confidential Information only to the extent strictly necessary for the performance of this Agreement.

4. However, the following shall not be considered Confidential Information:

a. information which is or becomes available to the public or enters the public domain other than through a breach of this Agreement,

b. information lawfully in the possession of the recipient before its disclosure under this Agreement took place,

c. information obtained from a third party who was not under any obligation of confidence at the time of receipt,

d. information independently developed by either Party,

e. information which one of the Parties is requested to disclose by law (including a regulatory body, a court or other authority) provided it gives the other Party as much notice of this disclosure as possible.

5. In case of termination of this Agreement or upon request of the Party which has disclosed the information, the other Party will on request either: (a) return all copies of the Confidential Information to the requesting Party; or (b) destroy it and confirm in writing to the requesting Party that such action has been taken.

11. DATA PROTECTION

1. The Parties declare that they have mutually acknowledged compliance with the obligations related to personal data protection, each for the part under its responsibility.
2. The Parties mutually acknowledge that the personal data provided by them in order to enter into and implement this Agreement will be processed by them as autonomous data controllers in

compliance with the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") and the applicable legislation on the protection of personal data. Such data will be processed exclusively to enter into and manage the contractual relationship referred to in this Contract and to fulfill the legal and administrative obligations to which the Parties are subject. Reserved are personal data that XYZ processes on behalf of the Client. If personal data are processed on behalf of the Client, reference is made to the Data Processing Agreement (Schedule 5).

3. Without prejudice to the legal obligations of the Parties, the processing of personal data provided for the above purposes shall be carried out on the basis of the existing contractual relationship. The processing will be carried out in compliance with the confidentiality obligations that inspire the activity of the Parties themselves. The above-mentioned obligations of confidentiality will continue even after the termination, for any reason, of the processing. The data will be processed using automated or paper tools and kept in environments to which access is controlled and will be stored, in accordance with the provisions of current legislation, for a period of time not exceeding that necessary to achieve the purposes for which they are processed, after which they will be permanently deleted. The only exception to this will be information and documentation that cannot be destroyed in line with statutory retention, regulatory and legal obligations.

4. The data may be communicated to third parties only and exclusively for the purposes for which they were collected.

12. INTELLECTUAL PROPERTY

1. No transfer or licenses of intellectual property rights belonging to either Party are implied or granted under this Agreement.

13. FORCE MAJEURE

1. Obligations of the Client: Notwithstanding any provision herein, the Client shall remain liable for the fulfillment of all financial obligations under this Agreement unless directly prevented by a Force Majeure Event as strictly defined in this clause. In the absence of such a preventing Force Majeure Event, all contractual liabilities and responsibilities of the Client shall persist.

1. Notification and Cooperative Effort: Each party affected by a Force Majeure Event shall promptly notify the other party in writing upon becoming aware of the Force Majeure Event, detailing the nature of the event and any anticipated effects on its performance obligations. Thereafter, the parties shall cooperate in good faith to mitigate the impact of the Force Majeure Event and to facilitate the continued performance of the Agreement.

2. Limitation and Liability: The affected party shall not be liable for any delay in performance or non-performance of its obligations under this Agreement to the extent such performance is impeded by a Force Majeure Event. The suspension of performance shall be no longer than the duration of the Force Majeure Event.

3. Special Provisions for XYZ: Should XYZ's operations be disrupted due to Force Majeure Events or events causing a cessation of operations from its banking partners or capital providers, XYZ may temporarily suspend its financing services to the Client. During such suspension, XYZ shall not be liable for any resultant damages. XYZ shall issue timely notification to the Client and shall make

all reasonable efforts to resume full operations and services at the earliest practicable time following the resolution of such events.

XYZ's The parties obligation to provide any Service or do anything hereunder shall be suspended during the period and to the extent that XYZ such party is prevented or hindered from providing such Service or performing such action due to any of the following causes beyond XYZ's the party's reasonable control (such causes, "Force Majeure Events"): (i) a change in any applicable Legal Requirement that do not solely impact XYZ; or (ii) for any failure or delay resulting from any condition beyond the reasonable control of XYZ, including but not limited to governmental action or acts of terrorism, earthquake, fire, disease or other epidemic, flood, other natural disasters or other acts of God, national labor conditions, power failures and Internet disturbances.

XYZ The affected party will promptly notify the Client other in writing of any Force Majeure Event affecting the provision of any Service or obligation hereunderto the Client, and the parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such Force Majeure Event. XYZ The parties shall take commercially reasonable measures to minimize the impact of a Force Majeure Event with respect to the Clienteach other.

Subject to compliance with this Clause 11, XYZ the parties shall not be liable for the non-performance or delay in performance of its obligations under this Agreement to the extent such failure is due to a Force Majeure Event. Any suspension of XYZ's the parties obligation to provide any Service hereunder shall be in effect for no longer than is required by the Force Majeure Event. XYZ the parties agrees that following the cessation of any Force Majeure Event, XYZ the parties will restore such Services and resume compliance of any obligations as expeditiously as possible.

14. INDEMNIFICATION

1. Client agrees to defend, indemnify, and hold harmless XYZ and their partners, and their respective employees from and against any and all claims to the extent arising out of or relating to (i) Client's breach of any provision of this Service Agreement; (ii) any disputes between XYZ and Partners; or (iii) Client's gross negligence or wilful misconduct. The Client also agrees to defend, indemnify, and hold harmless all XYZ Indemnitees from and against any claims to the extent arising out of or relating to (A) Activity resulting from instructions provided by Client, provided that XYZ acted in a manner consistent with Client's instructions; (B) any inaccurate or incomplete information provided to XYZ as part of the onboarding process where the Client knew or had reason to suspect it to be so; (C) Client fails to comply with legal and/or compliance requirements; (D) Client's failure to acquire binding acceptance of the Service Agreement, and XYZ's Privacy Policy; (E) any dispute between XYZ and Client to the extent that such dispute relates to or arises out of the acts or omissions of Client or any Client Indemnitee; (F) a breach by the Client of any agreement between XYZ and the Client.

2. XYZ agrees to defend, indemnify, and hold Client and its affiliates, directors, officers, employees and agents harmless from and against any non-affiliated third-party claim to the extent that arises out of a finding that XYZ infringed a third party's intellectual property rights.

3. Each party agrees to defend, indemnify, and hold harmless the other from and against any claim to the extent that such claim arises out of or relates to (i) a security breach, (ii) a violation of data protection, or (iii) the indemnifying party's gross negligence, willful misconduct, or intentional breach of any agreement between XYZ and the Client. In the event of a security breach, the obligation to indemnify includes reimbursement to the other party for the direct, actual, and

documented costs of any notice and related mitigation measures that are required to be provided to Partners as a result of the security breach under legal requirements.

4. Neither party's indemnification obligations under any agreement between XYZ and the Client shall apply to the extent such claim(s) have arisen from the other party's acts or omissions, or from the other party's, their affiliates', or service providers' breach of any provision of any agreement between XYZ and the Client, or failure by the other party to comply with applicable legal requirements.

15. GOVERNING LAW AND ARBITRATION

1. The Agreement shall be governed by and construed exclusively in accordance with Swiss law, excluding the conflict-of-law rules, the IPRG, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

2. Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zug. The arbitral proceedings shall be conducted in English. The dispute shall be decided on the basis of documentary evidence only. Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution.

16. ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between XYZ and the Client with respect to the Services. These terms and conditions describe the entire liability as between XYZ and the Client, and set forth the exclusive remedies, with respect to Services. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it should be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

2. Any general terms and conditions of the Client are explicitly excluded and shall not be applicable for any matter among the parties which is regulated by the scope of this Agreement.

17. PARTIES' SIGNATURES

	Client	XYZ	
mpany Name	ABC	XYZ MBH	XYZ GMBH
siness Address		Address	Address
gnatory's Name			
le			

te			
nature			

18. SCHEDULE 1: XYZ FINANCIAL PRODUCT

This schedule ("Schedule 1") governs **Client-Specific Terms, Limits and Fees** for XYZ Financial Product Service

This schedule can be amended via "SCHEDULE 1: XYZ FINANCIAL PRODUCT" any time by consent of both parties for future expansion of the business or otherwise, independent of the rest of this agreement.

1. XYZ FINANCIAL PRODUCT

1. GENERAL

1. XYZ Financial Product is a transactional post-funding option as short-term working capital

2. Client will be provided with access to XYZ Credit API as well as XYZ Client Dashboard to manage their credit portfolio

3. Upon signing this agreement, the parties will work in good faith to set up everything required to comply with the obligations assumed by each party herein. Upon completing set up, parties will perform user acceptance testing with nominal amounts to be agreed by the parties to ensure that everything operates as expected. The Financial Product set forth in this Schedule 1 shall become effective upon the parties' written confirmation that everything is operating as expected.

4. At any point during the testing stage, the parties shall have the right to terminate the agreement effective immediately upon delivery to the other of written notice specifying the reason why such party considers that user acceptance testing has not been satisfied.

2. SETTLEMENT OF PAYOUT ORDERS WITH XYZ FINANCIAL PRODUCT

1. Each Financial Product's each credit (advance) settles a Transaction Order for a specific corridor of the Client. Each credit advance under the Financial Product shall be determined based on the total sum of each Transaction Order conducted within a specific corridor of the Client during the prior loan period.

2. Request and Disbursement Process:

   a. Request Submission: The Client shall submit requests for credit disbursements through the XYZ Credit API or via a valid written communication medium, specifying the requested amount based on the total transaction volume within the specified corridor.

   b. Supporting Data: If due, the Client is required to provide an anonymized list of each Transaction Order for the specified period as outlined in Schedule 1.

     c.   Verification and Disbursement: Upon confirming that the supporting data is accurate and the requested amount is within the limits specified in Schedule 1 (daily and total facility limits), XYZ will disburse funds either through the XYZ Credit API or manually.

3.   Whitelisted Wallet / Bank Account for Disbursement

     a.   Whitelist Requirement: XYZ shall disburse funds only to the Client's whitelisted wallet or bank accounts as specified in Schedule 1 of this Agreement.

     b.   Whitelisting Process:

        i.Listing Requirement: A wallet or bank account must first be listed in Schedule 1. Any changes or additional wallets or bank accounts must be officially added through an amendment signed by both parties.

        ii.Proof of Ownership: The Client must submit proof of account ownership, which XYZ will verify. Only corporate accounts owned by the holding entity or a signed entity of the client or an approved client partner will be accepted.

        iii.Test Transaction: A test transaction will be conducted, and its receipt must be confirmed in writing by the Client before the wallet or bank account is officially whitelisted.

4.   Funds Transfer Obligations: Each party shall execute fund transfers in accordance with the written instructions provided by the other party. In the event of funds being misrouted due to instructions directing payment to a non-whitelisted or incorrect account, the sending party shall bear sole responsibility. No party shall bear liability for the misrouting of payments caused by following accurately provided instructions to a non-whitelisted account.

5.   Designated Recipients: Advances may be issued directly to the Client, or to its sister or holding companies, or to a designated receiving party as detailed in Schedule 1 of this Agreement. The specified receiving party must have a license to undertake the necessary activities in relation to the selected payment corridor and shared Payment Data.

6.   Partner Documentation and Compliance Checks: In instances where the Client's partner is designated as the recipient of credit advances, the Client shall furnish all relevant documentation evidencing the commercial nature of the relationship, including signed agreements and records demonstrating active participation in cross-border payment flows. XYZ shall conduct necessary compliance reviews of the Client's partner prior to Financial Product approval for each corridor and shall continue such reviews on a regular basis.

7.

8.   Each party will deliver funds pursuant to the instructions delivered in writing by the other party. Neither party will assume responsibility for the misrouting of a payment attributable to faulty account information.

9.   After the Financial Product request of Client is approved per corridor the transaction amount for each transaction is provided from XYZ Liquidity Pool for local payouts, automatically by XYZ Credit API or manually by XYZ team.

10.   After Financial Product is granted to Client, XYZ chooses to provide credit (advance) per transaction to Client directly, to Client's sister or holding companies, or to a receiving party as one of Client's licensed partners on behalf of Client which will be specified and agreed upon in Schedule 1. The specified receiving party must have a license to undertake the necessary activities in relation to the selected payment corridor and shared Payment Data.

11.   If Client's partner is selected for the credits per transaction to be provided Client requires to provide the documentation regarding the commercial nature of the existing relationship as signed agreements and any form of documentation. The agreements and documentations must show the current activities of the relationship in a cross-border payment flow between Client and Client's partner. XYZ conducts necessary compliance checks of Client's partner before the approval of Financial Product per corridor per Client's partner and regularly.

12.

---

3. Maturity & Repayment

1. Upon approval of credit, XYZ will provide a written communication to the Client stating the Repayment Amount and the Maturity Date. Upon approval of credit, XYZ Credit API returns a Repayment Amount and Maturity Date in Coordinated Universal Time (UTC). The Repayment Amount includes the principal and all associated fees (including interest) payable to XYZ.

2. Matured Credit can only be repaid by the Client in the specific currency and account number in this agreement.

2. FEES

Service Fees and related Terms & Conditions are described in Section 19.3

1. Set-up Fee: **NA**

2. Monthly Recurring Fee: **NA**

3. Financial Product Signing Fee: **NA**

4. The service fees of XYZ Financial Product regarding Maximum Repayment Days, only as banking days

   i.Fee structure regarding repayment days based on the specified volume per month:

epayment day	nancial Product fee (of the volume)
3	0.0138%

5.   **Selected terms:**

   i.Specified Corridor: US to Mexico

   ii.Selected repayment day for the specified corridor (<u>Maximum Repayment Days Commitment</u>): T+2

   iii.<u>Final fee regarding specified repayment day:</u> 0.07638%

   iv.<u>Advance and Repayment Days:</u>

- Advance and Repayment is made only in banking days
  a. Borrowing: YES
  b. Repaying: YES
- Cut-off Time and Timezone: 5 PM Swiss time
- Monthly Maximum Transaction Volume: $1,0000,000
- Daily Transaction Limit: $100,000
- Outstanding Principal Amount: $1,000,000
- Daily Minimum Coverage: 100% of the Daily Transaction Limit
- Minimum Monthly Guarantee Volume: This is calculated by multiplying the number of business days in the applicable calendar month by the Daily Minimum Coverage of the Daily Transaction Limit. This calculation determines the minimum transaction volume guaranteed by the Client each month.

v. Minimum Monthly Guarantee Fee: Calculated as "Minimum Monthly Guarantee Volume * Final Fee Regarding Specified Repayment Day".

- Minimum Guarantee: 80% of the Monthly Maximum Transaction Volume: $10,800,000

vi. Minimum Guarantee Fee: $33,440 - Calculated as "monthly maximum transaction volume * minimum guarantee rate * final fee regarding specified repayment day. Supporting Data Period: Every week on Wednesdays for the period covering the previous 7 days.

vii. Notice Period: The operational start date shall be agreed by both parties subject to Notice Period. To stop using XYZ Financial Product or change Minimum Guarantee per corridor is 1 month.

viii. Client's specified licensed partner: **NA**

ix. Client's Treasury Principal Deposit Address:
Blockchain: (ETH, XLM etc.)
- [XYZ INPUT]

x. Client's Treasury Commission Deposit Address:
Blockchain: (ETH, XLM etc.)
- [XYZ INPUT]

xi. Client's External Payment Wallet Address:
Blockchain: (ETH, XLM etc.)
- [CLIENT INPUT]

3. DEFINITIONS, TERMS & CONDITIONS

"Lender": XYZ

"Borrower": Client

(each a "**Party**", collectively the "**Parties**")

---

1. GRANTING OF FINANCIAL PRODUCT

1. **Maximum Financial Product Amount:** The Lender grants the Borrower a rotating Financial Product in accordance with the Monthly Maximum Transaction Volume and the repayment schedule per corridor, specified by Borrower, and terms of this Financial Product agreement (the "**Schedule**").

2. **Monthly Maximum Volume Commitment:** Borrower hereby commits a Monthly Maximum Transaction Volume per corridor. This amount shall be used for the calculation of credit allocation.

XYZ does not guarantee providing a Financial Product for the volumes above the monthly maximum volume committed per specified corridor.

3. **Minimum Guarantee:** Borrower hereby commits a minimum guarantee with a percentage specified in 18.2 of the Monthly Maximum Transaction Volume Commitment per corridor. This amount shall be used for the calculation of all associated fees. The associated fees of Minimum Guarantee shall be paid monthly regardless of the volume in case the volume is lower than the specified percentage of the Monthly Maximum Transaction Volume Commitment per corridor. The payment shall be in 5 banking days after the end of the related month the Financial Product is used along with the rest of monthly Transaction Fee is billed at the end of the month regarding the monthly volume transacted per corridor.

4. **Maximum Repayment Days:** Borrower hereby commits a maximum repayment days per Advance for XYZ Financial Product per corridor. The repayment days are counted as the 1ˢᵗ day is the day Advance is granted and the last day Advance is repaid and all Banking Days in-between as it is described in the table below as an example to 4-Days of Maximum Repayment Days. This amount shall be used for the calculation of all associated fees. [section seems to be off sync with previous sections]

5. **Financial Product Usage:** As of any date of determination, the sum of the amount of outstanding Advances and all associated fees (including interest) less Financial Product amounts repaid by the Borrower.

6. **Repayment Days Limits:** At the end of a month, actual Maximum Repayment Days per corridor shall not exceed agreed Maximum Repayment Days specified in Section 18.2. If it exceeds the agreed Maximum Repayment Days per corridor, Lender has the right to increase the fees regarding Section 18.2 at the end of the month to be applied immediately to the following month. This change shall only increase the transaction fee per corridor and cannot decrease it. At the end of a month, actual Maximum Repayment Days can be lower than the specified amount in Section 18.2. In that case, Borrower might demand to negotiate Transaction Fee specified in Section 18.2 for the second following month from that month of negotiation. The fees can be changed with written consent of each party. Borrower accepts that there is no refund of any Transaction Fee paid for the previous months even actual Maximum Repayment Day is lower than committed.

7. **Advances:** Lender will grant Borrower a credit equal to the maximum outlined in Section 18.2

8. **Disbursement of Financial Product:** Lender will start crediting the designated payouts on behalf of the Borrower in Advances within 1 day after all the covenant are fulfilled.

9. **Purpose of Financial Product:** Lender shall provide, and Client shall use the Financial Product exclusively for the following purpose: Settle a Transaction Order. Lender cannot provide or Client cannot use or demand in any way to receive a credit, advance or any amount other than stated purpose here.

10. **Banking Days:** Lender grants a Financial Product to Borrower only in banking days of the country specified in Section 18.2. All payments due on a non-banking day get automatically deferred to the Business Day. Lender might have the option to provide a Financial Product to Borrower outside of Banking Days if Lender and Borrowers agrees mutually.

2. INTEREST, TRANSACTION FEE AND REPAYMENT OF FINANCIAL PRODUCT

1. **Transaction Fee:** Advances bear a fee of per credited transaction ("Transaction Fee") that becomes due on specified Maximum Repayment Days.
2. **Repayment:** The Borrower shall repay each Advance amount and associated fees within Maximum Repayment Days per Corridor following the receipt of the Advance.
3. **Account for Repayment by the Borrower:** The account for repayment is specified in section 18.2. Any alternative account for repayment has to be agreed in writing by XYZ.
4. **Default Interest Rate:** If the Borrower fails to pay any amount due under this Schedule when due, the Borrower owes the Lender applicable fees stated under 18.2, which shall be payable upon demand. In addition to the foregoing, a late payment charge stated under 18.2 of each late payment hereunder may be charged on any payment not received by XYZ within 10 (ten) calendar days after the payment due date thereof, but acceptance of payment of any such charge shall not constitute a waiver of any event of default under the Schedule. In no event shall the fees payable under this Schedule at any time exceed the maximum rate permitted by law. Further claims or rights of the Lender are reserved.

5. **Banking Days:** Borrower repays each Advance and its associated fees in banking days of the country specified in Section 18.2.

3. TERM AND MATURITY

1. **Term and Maturity:** Lender grants the Financial Product for an indefinite term. Either Party may terminate this Schedule at any time subject to the Notice Period. At the end of the notice period ("Credit Maturity Date"), the outstanding Financial Product amount, together with all associated fees (including interest) under this Schedule, becomes due.
2. **Notice Period** The notice period to stop using the Financial Product or to change Maximum Monthly Volume Commitment is as stated under 18.2 Borrower guarantees to continue paying agreed Minimum Guarantee Fee within the notice period.
3. **Pausing Credit Service** Lender shall stop providing any Advances and services regarding XYZ Financial Product if the repayment of any Advances is overdue 2 days.
4. Daily Cut-off times and associated time zones are defined in 18.2.

4. TERMINATION WITHOUT NOTICE AND MANDATORY EARLY REPAYMENT OF THE FINANCIAL PRODUCT

1. Immediate repayment of the Financial Product: In case of termination pursuant to this Section 18.2, the Borrower must immediately repay to the Lender the outstanding Financial Product amount, together with all associated fees (including interest) owed under this Schedule.

2. **Events** The Lender may terminate with immediate effect this Schedule by written notification to the Borrower if:
   - the value of the Collateral is no longer assured;
   - the Borrower uses the Financial Product for purposes other than that (or those) specified in Section 19.1;
   - the Borrower fails to pay an amount due under this Schedule when due;
   - any fraudulent activity
   - the Borrower no longer utilizes XYZ Financial Product
   - the Borrower specified volumes per corridors are 50% below the Monthly Maximum Volume Commitments
   - the Borrower is no longer able to meet its obligations when they fall due, ceases its business activities or otherwise becomes insolvent;

- the Borrower enters into negotiations with one or more creditors regarding the adjustment, restructuring and/or maturity of its debts;
- the Borrower is dissolved or liquidated, or a petition or request for the opening of bankruptcy proceedings, a composition moratorium, a suspension of bankruptcy, dissolution or liquidation, or any similar proceedings, is initiated by or against the Borrower.

---

5. FINAL PROVISIONS

1. **Amendments** Any amendment or addition to this Schedule must be in writing and executed by each Party. Each party agrees that this Schedule and any amendment or addition thereto may be electronically signed, and that any electronic signatures appearing on this Schedule are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
2. **Severability** Should any one or more provisions of this Schedule be or become invalid, the other provisions shall not be affected. Invalid provisions shall be substituted with provisions which are most closely in line with the intended purpose.
3. **Limitation of Liability**

i. To the extent permitted by Applicable Laws, neither Party shall be liable to the other for any special, incidental, indirect or consequential damages of any kind, including without limitation loss of profits, whether in contract or tort, even if advised of the possibility thereof. The foregoing limitation of liability does not apply to amounts payable by a Party pursuant to its indemnity obligations hereunder but applies in all other instances regardless of the cause of action under which such damages are sought. Client acknowledges and agrees that in no event shall XYZ or its Affiliates, or any of their Representatives, be liable for any liability of any nature suffered by Client, Client's Affiliates, or any of their Representatives arising directly or indirectly from any act or omission of Client, Client's Affiliates, or any of their Representatives.

4. **Indemnity:** Each Party (as defaulting party) shall indemnify, defend and hold harmless the other Party (as non-defaulting party) and such other Party's Affiliates from and against all third party claims, demands, suits or actions (and any resulting losses, damages, fines, penalties, costs, expenses, and reasonable attorneys' fees) arising from or in connection with the defaulting party's (a) material breach of this Agreement; (b) breach of confidentiality obligations; (c) infringement of Intellectual Property rights of any party and/or any third party; and (d) non-compliance with Applicable Laws. To the extent permitted by Applicable Laws, total liabilities arising from the operation of the indemnity above for each of the Parties shall not exceed the total amount of Services Fees paid by Client to XYZ in the twelve (3) month period immediately prior to the occurrence of such liability, for any and all matters combined across the term of this Agreement unless otherwise specified.
5. **Payment of Fees:** Once XYZ begins processing a transaction, XYZ may deduct all Service Fees or other applicable fees as stated in this Agreement hereto from the Client's Account. If XYZ has processed a Transaction, but the Transaction amount has erroneously been paid out to an unintended Beneficiary due to mistakes in the Client Instructions, XYZ will use reasonable efforts to recover such amounts of remittance made in error, subject to XYZ's Service Fees, and/or handling fees charged by any correspondent bank or service provider, but XYZ cannot guarantee the return of funds from the wrong Beneficiary. Due to real-time processing, XYZ can only cancel Transactions when money has not been paid out.

   i. XYZ is also entitled to its Service Fees as specifically set forth in this agreement.
   ii. Client shall not be responsible for fees in the following scenarios:

- If XYZ cannot process a Transaction due to AML and/or CTF issues (for example, if the Beneficiary matches a name on a sanctions list), XYZ will cancel the Transaction. If the Advance of the related transaction was already repaid by Borrower XYZ will refund the principal transaction amount.
- If the failed Transaction is due to errors caused by XYZ, XYZ will cancel the Transaction. If the Advance of the related transaction was already repaid by Borrower XYZ will refund the principal transaction amount and cancel the related transaction's fees.

19. SCHEDULE 5: DATA PROCESSING AGREEMENT (DPA)

This schedule ("Schedule 5") governs **Data Processing Agreement** according to Art. 28 GDPR. This agreement is between the Client, hereinafter referred to as the "Controller" and XYZ, hereinafter referred as the "Processor".

The Processor offers the below stated services to the Controller. In this context, the Processor processes personal data for which the Controller is responsible.

Service	Description
XYZ Financial Product	**XYZ Financial Product is a transactional post-funding option as short-term working capital in selected corridors of the Client**

This contract specifies the obligations of the contracting parties regarding data protection in accordance with the General Data Protection Regulation ("GDPR") of the European Union dated May 25, 2018.

This schedule can be amended via "SCHEDULE 5: DATA PROCESSING AGREEMENT" any time by consent of both parties for future expansion of the business or otherwise, independent of the rest of this agreement.

1. SUBJECT AND DURATION OF THE CONTRACT

1. **Subject:** The subject of this Agreement (hereinafter referred to as "Agreement") is set forth in the CLIENT SERVICE AGREEMENT

2. **Duration:** The duration of this contract corresponds to the term of the CLIENT SERVICE AGREEMENT.

2. OBJECT OF THE CONTRACT

1. **Purpose of the data processing:** The purpose of the data processing provided by the Processor is the provision of XYZ Services for the Controller. These services are set forth in the beginning of this Schedule.

2. **Place of the data processing:**

   i. The Data Processing covered by the Agreement is performed in Switzerland and/or in the EU or in an EFTA state.

   ii. The Data Processor reserves the right to the outsourcing of data processing in certain business areas and services. In case that data is made available to a third-party service

provider, this third party is also bound by confidentiality and the provisions of the Data Protection Act in respect of the data in question.

    iii.The Processor shall ensure that it guarantees adequate data protection in the context of outsourcing to a third country or a cloud solution pursuant to the above section by means of sufficient guarantees and that it complies with the special requirements pursuant to Art. 44 et seq. DSGVO. For this purpose, the Processor shall, for example, conclude the necessary module of the EU Standard Contractual Clauses ("SCCs") of June 4, 2021.

    iv.In any case, the Processor shall conduct a risk assessment in the form of a Transfer Impact Assessment ("TIA") prior to the transfer to a state for which there is no adequacy decision and thus determine the risk to the rights of the Data Subjects through access by authorities without legal recourse guarantee in the respective state. A transfer may only take place if the corresponding risk has been classified as low within the meaning of Clause 14 of the SCCs. The TIA must be made available to the Controller without being requested to do so prior to the transfer.

3. **Type of Data:** The following types/categories of data are subject to the processing services provided by the Processor

  i.Personal data (e.g. name, address, date of birth, marital status, job title, company affiliation, resumes, etc.);

  ii.Electronic identification data (such as IP address, electronic signature, connection/log data, cookies);

  iii.Communication data (e.g., telephone, e-mail, PIN, password, ports, login);

    iv.Financial and payment data (bank, account details, wallet addresses);

    v.Information (from third parties, e.g. credit agencies, or from public directories).

4. **Categories of data subjects:** The following categories of data subjects are affected by the processing services provided by the Processor. The categories each include former, current, and potential future affected individuals.

  i.Employees;

  ii.Customers;

    iii.Interested parties;

    iv.Subscribers;

    v.Suppliers;

    vi.Sales representatives;

    vii.Contact partners.

3. APPROPRIATE TECHNICAL AND ORGANISATIONAL MEASURES

1. **Data Security:**

  i.The Processor shall ensure data security by taking appropriate measures pursuant to Art. 32 GDPR. The measures are set out in ANNEX I below.

    ii.Listed are measures that ensure an appropriate level of protection with regard to confidentiality, integrity, availability and the resilience of the systems. When choosing

adequate measures, the state of the art, the costs and the type, scope and purpose of the processing are taken into account.

2. **Adaptation:** The technical and organizational measures are subject to technical progress and further development. Hence, the Processor is permitted to implement alternative adequate measures. In doing so, the security level of the defined measures may not be undercut. Significant changes shall be documented.

4. DUTIES OF THE CONTROLLER

1. The Controller undertakes to disclose the following information to the Processor prior to the commencement of the processing. Alternatively, the Controller may fulfil its duty to inform by providing the Processor with a copy of the records of its processing activities.
    i. The purpose of the data processing;
    ii. The description of the categories of data subjects;
    iii. The description of the categories of processed personal data;
    iv. Whether data of EU citizens is processed;
    v. The category of recipients of the processed data;
    vi. The storage period of the personal data;
    vii. Whether other processors have been additionally commissioned by the Controller, if the Processor is to cooperate with these processors.

5. CORRECTION, RESTRICTION AND DELETION OF DATA

1. The Processor may not correct, delete or restrict the processing of data processed in accordance with documented instructions from the Controller. Insofar as a data subject contacts the Processor directly in this regard, the Processor shall forward this request to the Controller without delay.

6. GENERAL OBLIGATIONS OF THE PROCESSOR

1. In addition to compliance with the provisions of this Agreement, the Processor needs to comply with legal obligations pursuant to Articles 28 to 33 of the GDPR; in this respect, the Processor shall in particular ensure compliance with the following requirements.
    i. The Processor shall only use employees or sub processors who have been obligated to maintain confidentiality and have been introduced to the relevant provisions of data protection;
    ii. Processing shall be carried out exclusively in accordance with the Controller's instructions, unless the Processor is required by law to process the data;
    iii. The Controller and the Processor shall cooperate with the supervisory authorities in the performance of their duties upon request;
    iv. Immediate information to the Controller about actions and measures taken by the supervisory authority, insofar as they relate to this Agreement;
    v. Insofar as the Controller is itself subject to an inspection by the supervisory authority, administrative or criminal proceedings, a liability claim by a data subject or a third party or another claim in connection with data processing services provided the Processor, the latter shall - if possible - support the Controller to a reasonable extent;
    vi. The Processor shall regularly monitor the internal processes as well as the technical and organizational measures to ensure that the processing in its area of responsibility is carried out in accordance with the requirements of the applicable data protection law;

vii.The Processor shall enable the verifiability of the technical and organizational measures taken within the course of inspections pursuant to Section 22.8 hereunder.

7. SUBCONTRACTING RELATIONSHIPS

1. Subcontracting relationships shall be understood as services which relate directly to the provision of the main service by the Processor (hereinafter referred to as "sub processing"). This does not include ancillary services which the Processor uses, for example, as telecommunications services, postal/transport services, maintenance and user service or the disposal of data carriers and other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. However, the Processor shall be obligated to implement appropriate and legally compliant contractual agreements as well as control measures to ensure data protection and data security of the Controller's data even in the case of out-sourced ancillary services.
2. The Processor is entitled to commission sub processors with data processing instructions.

8. INSPECTIONS

1. The Controller shall be entitled to carry out inspections in consultation with the Processor or to have such inspections carried out by inspectors that are to be named on a case-to-case manner. The Controller shall have the right to convince itself of the Processor's compliance with this Agreement by means of random inspections on-site. The Processor must be notified 2 (two) months before the inspections take place.
2. The Processor shall ensure that the Controller can convince itself of the Processor's compliance with its regulatory obligations pursuant to Art. 28 GDPR. The Processor undertakes to provide the Controller with the necessary information upon request and, in particular, to provide evidence of the implementation of the technical and organizational measures.
3. Evidence of such measures, which do not only concern the service provided to the Controller, can be provided by:
 i.Compliance with approved codes of conduct pursuant to Art. 40 GDPR;
ii.Certification in accordance with an approved certification procedure pursuant to Art. 42 GDPR;
iii.Current attestations, reports or report extracts from independent bodies (e.g. auditing, data protection officers, IT security department, data protection auditors, quality auditors).
4. The Processor will claim remuneration for enabling inspections by the Controller. The claim to remuneration shall cease if violations of this Agreement by the Processor are discovered during the inspections.

9. SUPPORT OF THE CONTROLLER BY THE PROCESSOR

1. The Processor shall support the Controller in complying with its obligations under Articles 32 to 36 of the GDPR regarding the security of personal data, data breach notification obligations, data protection impact assessments and prior consultations. This includes, among others:
 i.Ensuring an adequate level of protection through technical and organizational measures that enable the timely detection of relevant breach events;
ii.The obligation to report personal data breaches to the Controller without delay.
2. The Processor shall be entitled to remuneration for support services that are not included in the CLIENT SERVICE AGREEMENT or are not due to the Processor's misconduct.

10. INSTRUCTIONS OF THE CONTROLLER

1. The Processor shall confirm verbal instructions without delay (at least in text form).
2. The Processor shall inform the Controller without delay if it is of the opinion that an instruction violates data protection regulations. The Processor shall be entitled to suspend the implementation of the instruction until it is confirmed or amended by the Controller.

11. DELETION AND RETURN OF PERSONAL DATA

1. **Copies:** Copies or duplicates of the data shall not be made without the knowledge of the Controller. Excluded from this are security copies, insofar as they are necessary to ensure proper data processing, as well as data that is required with regard to compliance with statutory retention, regulatory and legal obligations.
2. **Deletion**: Upon completion of the contractually agreed service or earlier upon request by the Controller - at the latest upon termination of the CLIENT SERVICE AGREEMENT - the Processor shall hand over to the Controller all documents in its possession, drawn up results of the processing services, as well as data files related to the contractual relationship, or destroy them in accordance with data protection laws after prior consent by the Controller. The same shall apply to test and rejected material. The protocol of the deletion shall be submitted upon request. The only exception to this will be information and documentation that cannot be destroyed in line with statutory retention, regulatory and legal obligations.
3. **Storage**: Documentation that serves as proof of orderly and proper data processing shall be retained by the Processor beyond the end of the contract in accordance with the applicable retention periods. The Processor may hand them over to the Controller at the end of the contract to relieve the Processor.

12. LIABILITY

1. The liability of the Processor for damages resulting from the violation of data protection obligations shall be governed by the statutory provisions (Art. 82 GDPR). The Processor shall only be liable for direct, immediate damages. Liability for indirect damages ("consequential damages") is excluded. In particular, the Processor shall not be liable for loss of profit. The proof of the damages shall be borne by the Controller.

13. ANNEX I

1. **Confidentiality**

i.<u>Access control:</u> The Processor shall ensure that there is no unauthorized access to data processing facilities.

- Access control to the data center and to the premises of the Processor or its approved subcontractors, in which the Controllers' data is stored or processed or access data to the same is stored, shall be secured and protected.
- Access control: The Processor shall ensure that no unauthorized system use takes place. To this end, it shall take the following measures

a. Password procedure (including complexity requirements, minimum length (16 characters), regular change of password with history management);
b. Automatic locking of the login if the password is entered incorrectly 3 times;
c. 2-factor or multifactor authentication;
d. Setup one user master record per user;

e.   Password protection of the data media;

f.   Use of timed screen lock with password protection;

g.   Logging of usage;

h.   If required, encrypted WLAN for internal use, additionally decoupled for guests in DMZ;

i.   Sophisticated firewall concept

ii.<u>Access control:</u> The Processor shall ensure that no unauthorized reading, copying, modification or removal of the processed personal data takes place within the system. The Processor shall take the following measures.

a.   Determination and control of access authorizations differentiated by data, programs, and access types (authorization concept);

b.   Timely installation of the necessary security updates;

c.   Continuous updating of the virus protection;

d.   Evaluations about accesses;

e.   Secure management and safekeeping of data media/stocks;

f.   Encryption / tunnel connection (VPN = Virtual Private Network) for restricted group of employees.

iii.<u>Separation control:</u> The Processor shall ensure that personal data collected for different purposes are processed separately. The Processor shall ensure the implementation of the following measures

a.   "Multi-Controller capability" of the software used;

b.   Separation of functions between production and test.

iv.<u>Pseudonymization:</u> The processing of personal data in such a way that the data can no longer be attributed to a specific data subject without the use of additional information, pro-vided that this additional information is stored separately and is subject to appropriate technical and organizational measures. The Processor shall endeavor to implement pseudonymization procedures where possible and reasonable

2. Integrity

i.Transfer control: The Processor shall ensure that personal data are not read, copied, modified or removed without authorization during an electronic transfer or transport.

ii.Input control: The Processor shall periodically check whether and by whom personal data have been entered into data processing systems, changed or removed.

3. Availability and Resilience

i.Availability control: The Processor shall ensure that personal data is protected against accidental or deliberate destruction or loss.

4. Procedures for regular review, assessment, and evaluation

i.The Processor shall ensure appropriate data protection management and incident response management.

ii.Where possible and reasonable, the Processor shall implement data protection-friendly default settings so that as little personal data as possible is processed.

iii.No data processing is carried out without corresponding instructions from the Controller.