JEEVES INSTANTPAY AGREEMENT (v2.0)

Global Stablecoin Payment Services — Pay-In, Pay-Out, Earn, and Additional Beta Products

This Jeeves InstantPay Agreement (v2.0) (this "Agreement") is entered into between the company identified on the signature page or an applicable Order Form ("Company" or "You") and Jeeves Inc., together with such of its subsidiaries and Affiliates as may enter into, sign, or be designated as the contracting entity for a given Service or Territory as described in Section 2(d) (collectively, "Jeeves," "We," "Our," or "Us").

This Agreement is Jeeves' comprehensive, standalone, global framework for the provision of stablecoin-enabled payment and treasury services, including Pay-In Services, Pay-Out Services, Earn Services, and any other product Jeeves designates as available on a beta, pilot, early-access, or generally-available basis (collectively, the "Services"). This Agreement is designed to apply, in substantially complete form, in each of the European Union, the United States, Canada, Brazil, Mexico, and Colombia (together, the "Core Territories"), with jurisdiction-specific terms addressed in Section 10 below. Company may begin using the Services upon accepting this Agreement, together with any Order Form specifying applicable commercial terms; the Parties may also, from time to time, enter into a written Addendum to add a new Service, Territory, or bespoke terms for a specific use case, as described in Section 2.

The Services depend, in every Territory, on an ecosystem of banks, e-money institutions, licensed payment and money transmission entities, virtual asset service providers, card networks and issuers, and technology vendors that are not part of the Jeeves Group (collectively, "Third-Party Providers"), as described in Section 4. Company acknowledges that Jeeves is not a bank, does not accept deposits, and, except as expressly stated in writing, is not itself a licensed money transmitter, payment institution, or virtual asset service provider — those functions are performed by Third-Party Providers, and the risk allocation in this Agreement is structured around that reliance.

1. DEFINITIONS.

(a) "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

(b) "Applicable Law" means all laws, regulations, regulatory guidance, orders, license conditions, and rules of any governmental or regulatory authority applicable to the Services, a Party, a Third-Party Provider (as it relates to the Services), or a Territory, including those relating to payments, banking, e-money, virtual or digital assets, AML/counter-terrorist financing, sanctions, export control, anti-corruption, and data protection.

(c) "Beta Product" means any Service, feature, or functionality that Jeeves designates in writing (including in an Order Form, release notes, or the Jeeves platform) as being offered on a beta, pilot, early-access, limited-release, or similar pre-general-availability basis.

(d) "Blocked Address" means a Digital Asset wallet address that Jeeves or a Third-Party Provider identifies, using sanctions or risk-screening tools, as associated with a Sanctioned Person, illicit activity, or other prohibited use.

(e) "Card Network" and "Network Rules" mean, respectively, a payment card network (such as Visa or Mastercard) used in connection with a card-based Service, and that Card Network's operating regulations, rules, and standards as in effect from time to time.

(f) “Card Issuer” and “BIN Sponsor” mean, respectively, the regulated bank, e-money institution, or Card Network member that issues payment cards or sponsors the bank identification number(s) used in connection with the Services in a given Territory, as identified in Schedule A or otherwise notified to Company in writing.

(g) “Confidential Information” means non-public information disclosed by or on behalf of a Party (or a Third-Party Provider) in connection with this Agreement that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, subject to the exceptions in Section 18(b).

(h) “Digital Asset” or “Stablecoin” means any digital representation of value, including a fiat-referenced or asset-referenced token, used by Jeeves or its Third-Party Providers as an intermediary settlement, custody, or transmission mechanism in connection with the Services. Jeeves is not the issuer of any Stablecoin used in connection with the Services unless expressly stated in writing.

(i) “EEA” means the European Economic Area.

(j) “End User” means any customer, client, payee, payor, or other third party of Company that sends, receives, or otherwise benefits from funds or Digital Assets through the Services.

(k) “Earn Services” means the Service described in Section 3.3, through which Company or its End Users may earn yield, rewards, or other return on Stablecoin or other eligible balances, subject to the terms Jeeves provides in writing (including in an Order Form) and the risk disclosures in Sections 4(e), 8(f), and 16.

(l) “Fees” means the rates, fees, spreads, and other charges applicable to the Services as set out in the applicable Order Form or other pricing schedule provided by Jeeves to Company in writing.

(m) “Force Majeure Event” has the meaning given in Section 15.

(n) “Jeeves Group” means Jeeves Inc. and its subsidiaries and Affiliates from time to time.

(o) “Order Form” means an ordering document, pricing schedule, or similar document referencing this Agreement and executed or accepted by the Parties.

(p) “Pay-In Services” means the Service described in Section 3.1, through which Company or its End Users may originate or receive incoming payments processed, in whole or in part, using a Stablecoin-powered rail or other Third-Party Provider infrastructure.

(q) “Pay-Out Services” means the Service described in Section 3.2, through which Company may remit or disburse outgoing payments to End Users or third parties, processed, in whole or in part, using a Stablecoin-powered rail, card, or other Third-Party Provider infrastructure.

(r) “Addendum” means a written addendum that the Parties may enter into after the date of this Agreement, as described in Section 2(c), to add a new Service, Territory, or bespoke commercial or legal terms for a specific product or use case.

(s) “Reserve” has the meaning given in Section 6.

(t) “Restricted Location” means a country, state, or region in which Jeeves or a Third-Party Provider does not, at a given time, make a Service available, as determined by Jeeves and updated from time to time.

(u) "Sanctions" means the economic sanctions laws, regulations, embargoes, and restrictive measures administered by the United States (including OFAC), the United Nations, the European Union, the United Kingdom, and any other jurisdiction applicable to the Parties, a Third-Party Provider, or the Services.

(v) "Security Incident" means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, the other Party's Confidential Information or personal data processed in connection with the Services.

(w) "Services" means, collectively, the Pay-In Services, Pay-Out Services, Earn Services, and any other Beta Product or generally-available product Jeeves makes available to Company under this Agreement, any Order Form, or any Addendum.

(x) "Territory" means the country, countries, or region in which a given Service is made available to Company under this Agreement, including, for purposes of this Agreement, the Core Territories.

(y) "Third-Party Provider" means any bank, e-money institution, payment institution, money transmitter, virtual asset service provider, Card Network or Card Issuer, BIN Sponsor, blockchain, wallet, vault, or yield infrastructure provider, KYC/AML or fraud-screening vendor, or other regulated or unregulated third party (including any Sub-processor) that Jeeves or its Affiliates engage, directly or indirectly, to provide or support any Service, as further described in Section 4 and Schedule A.

(z) "Vault" and "Yield Source" mean, respectively, the third-party infrastructure used to aggregate, allocate, or invest eligible balances in connection with Earn Services, and the underlying strategy, protocol, or counterparty from which yield is generated, in each case as identified in the terms Jeeves provides in writing for the Earn Services. "Wallet" means the custodial or non-custodial digital wallet infrastructure, whether provided by Jeeves, a Third-Party Provider, or a Sub-processor, used to hold or transact in Digital Assets in connection with the Services. "Sub-processor" means a Third-Party Provider or other vendor engaged by Jeeves to process personal data on Jeeves' behalf in connection with the Services.

2. THIS AGREEMENT; ORDER FORMS; FUTURE ADDENDA.

(a) Standalone Agreement. This Agreement is a complete, standalone agreement governing Company's use of the Services described herein across the Core Territories. Company may begin using a Service upon accepting this Agreement, together with any Order Form the Parties execute or agree to for that Service specifying commercial terms such as pricing, corridors, currencies, and permitted Digital Assets. No further addendum is required for Company to use a Service described in this Agreement.

(b) Order Forms. An Order Form is limited to commercial terms and will not be read to modify the legal, liability, indemnification, confidentiality, data protection, or compliance terms of this Agreement unless it (i) expressly identifies the specific section of this Agreement being modified, and (ii) is signed by an authorized signatory of both Parties with authority to amend this Agreement rather than to agree commercial terms.

(c) Future Addenda. The Parties may, at any time after the date of this Agreement, enter into a written Addendum to add a new Service, Territory, or bespoke commercial or legal terms for a specific product or use case, whether developed ad hoc with Company or adopted more generally at a later date. Each Addendum, once signed, is incorporated into and supplements this Agreement; where an Addendum conflicts with this Agreement, the Addendum governs, but only to the extent, and only for the Service, Territory, or use case, expressly stated.

(d) Contracting Entity. The Jeeves entity that acts as the contracting party for a given Service and Territory will be identified in the applicable Order Form or otherwise communicated to Company in writing, and may be Jeeves Inc. or a Jeeves Group Affiliate holding the relevant license, registration, or authorization in that Territory.

(e) Schedule. Schedule A identifies the categories of Third-Party Providers Jeeves relies upon by Territory and function. This Schedule is for reference, is not exhaustive, and may be updated from time to time as described in Section 4.

3. SERVICES. Subject to this Agreement and any applicable Order Form, Jeeves will make available to Company the following categories of Services.

3.1 Pay-In Services.

Pay-In Services allow Company to accept and receive incoming payments from End Users or other third parties, using a Stablecoin-powered rail as an intermediary settlement mechanism, with such funds credited to Company in the currency, corridor, and manner set out in the applicable Order Form or as otherwise agreed in writing by the Parties.

3.2 Pay-Out Services.

Pay-Out Services allow Company to remit or disburse outgoing payments to End Users or other third parties, using a Stablecoin-powered rail as an intermediary settlement mechanism, in the currency, corridor, and manner set out in the applicable Order Form or as otherwise agreed in writing by the Parties, and may include disbursement via card, bank transfer, or other payment instrument issued or supported by a Third-Party Provider, subject to Section 9(c) (Card Network Rules).

3.3 Earn Services.

Earn Services allow Company or its End Users to earn yield, rewards, or other return on eligible Stablecoin or other balances, on the terms, eligibility criteria, rate methodology, and risk disclosures Jeeves provides in writing (including in an Order Form). Earn Services rely on third-party Vaults and Yield Sources identified in that Order Form or as otherwise communicated in writing, and returns are variable, not guaranteed, and not a deposit, as further described in Sections 4(e), 8(f), and 16.

3.4 Additional and Future Beta Products.

Jeeves may, in its discretion, make additional Beta Products available to Company from time to time. Any such Beta Product will be governed by this Agreement, the Beta Testing terms in Section 7, and any applicable Order Form or written terms Jeeves provides for that Beta Product.

3.5 Onboarding, KYC/KYB, and Screening.

Company will provide, and will cause its End Users to provide, such identification, verification, and other information as Jeeves or its Third-Party Providers reasonably require, at onboarding and periodically thereafter, to comply with know-your-customer, know-your-business, AML, Travel

Rule, and Sanctions screening obligations applicable to the Services in the relevant Territory, and Company will promptly notify Jeeves of any material change to the information it has provided.

4. THIRD-PARTY PROVIDERS.

(a) Role of Third-Party Providers. Jeeves relies on, and passes through to Company the benefit of, an ecosystem of independent Third-Party Providers across categories that include, without limitation: (i) banks and e-money institutions; (ii) money transmitters, payment institutions, and other licensed payment service providers; (iii) virtual asset service providers, stablecoin issuers, and Digital Asset custodians; (iv) Card Networks, BIN Sponsors, and Card Issuers; (v) blockchain, Wallet, Vault, and Yield Source infrastructure providers; (vi) KYC, AML, sanctions-screening, and fraud-prevention vendors; and (vii) other processors, agents, Sub-processors, and subcontractors, in each case as identified, by category, in Schedule A or as otherwise notified to Company in writing.

(b) Independent Contractors. Third-Party Providers are independent contractors and are not agents, partners, employees, or joint venturers of Jeeves. Nothing in this Agreement makes Jeeves a guarantor of any Third-Party Provider's performance, solvency, licensing status, or acts or omissions.

(c) Changes to Third-Party Providers. Jeeves may add, replace, remove, or change any Third-Party Provider at any time, including where required by a change in Applicable Law, license status, commercial terms, or Third-Party Provider performance, and will provide notice to Company where reasonably practicable and where the change materially affects Company's use of a Service.

(d) Company Compliance with Third-Party Provider Terms. Where a Third-Party Provider's own terms of service apply directly to Company or an End User (for example, Card Issuer terms or Wallet terms), such terms are incorporated by reference into this Agreement and, where applicable, the relevant Order Form, and Company will comply, and will ensure its End Users comply, with those terms as a condition of using the affected Service.

(e) No Custody; No Deposit; No Insurance. Except as expressly stated in an Order Form or otherwise agreed in writing, funds and Digital Assets held in connection with the Services are held by Third-Party Providers (such as banks, e-money institutions, or custodians), typically in pooled or omnibus accounts for the benefit of Jeeves' customers as a class, and not by Jeeves. Balances are not deposits and are not insured or guaranteed by the FDIC, CDIC, the Fundo Garantidor de Créditos, IPAB, FOGACOOP, or any similar deposit insurance or guarantee scheme, except to the extent a Third-Party Provider expressly and separately provides such coverage, as disclosed in writing by Jeeves. While such pooled arrangements are generally intended to keep customer funds distinct from a Third-Party Provider's own assets, Jeeves does not guarantee their treatment under the insolvency law of any Territory.

(f) Schedule A. Schedule A identifies, by Territory and function, the categories of Third-Party Providers Jeeves currently relies upon. Schedule A is illustrative only, does not constitute a representation that any specific entity holds a specific license at any given time, is not exhaustive, and may be updated by Jeeves from time to time by notice to Company without requiring an amendment to this Agreement.

(g) Third-Party Beneficiary Status. Each Third-Party Provider is an intended third-party beneficiary of this Section 4, Section 16 (No Warranties and Limitation of Liability), and Section 17 (Indemnification), to the extent those provisions relate to that Third-Party Provider, and may enforce them directly against Company.

5. **Fees.** In exchange for the Services, Company agrees to pay Jeeves the rates, Fees, and other charges applicable to each Service, as set out in the applicable Order Form or otherwise provided to Company in writing by Jeeves. Fees charged by Third-Party Providers that are passed through to Company will be disclosed in the applicable Order Form or the Third-Party Provider's own terms.

6. **Reserve; Security Interest.** To secure Company's obligations under this Agreement and any applicable Order Form, and to the extent reasonably necessary to protect against chargebacks, refunds, returned payments, fees, fines, penalties, or other amounts that may become due from Company, Jeeves or the applicable Third-Party Provider may establish and hold back a reserve from Company's settlement funds (a "Reserve"), on terms notified to Company, which may be adjusted based on Company's risk profile, transaction mix, or chargeback or dispute levels. Company grants to Jeeves, and, where applicable, the relevant Third-Party Provider, a security interest in any Reserve and in any Company funds held by Jeeves or a Third-Party Provider in connection with the Services, to secure Company's obligations under this Agreement, and will execute any documents Jeeves reasonably requests to perfect that interest.

7. **Beta Testing.** To the extent any Service is designated as a Beta Product, the following terms apply in addition to, and not in limitation of, any beta-specific terms Jeeves provides in writing (including in an Order Form).

   (a) Company acknowledges that a Beta Product is still under development and may not be fully developed, error-free, or produce the intended outcomes, and that any such shortcoming will not constitute a breach or default by Jeeves under this Agreement or any other agreement between the Parties.

   (b) Company will report any issues with a Beta Product to Jeeves as part of the applicable beta test, together with reasonably available supporting detail and documentation.

   (c) Jeeves may, at any time and in its sole discretion, (i) transition a Beta Product to a full, generally-available feature, which may involve new or amended terms (including a new Order Form or Addendum), or (ii) discontinue the beta test and, potentially, the Beta Product itself, in each case without any mandatory prior notice period to Company and without any indemnification obligation to Company arising solely from such transition or discontinuation.

8. **Regulatory Compliance; Licensing; Sanctions; Data Protection; Suspension.**

   (a) Company Compliance. Company is solely responsible for determining whether, and ensuring that, its use of the Services in each Territory complies with Applicable Law, including any licensing, registration, disclosure, tax, or consumer-protection requirements applicable to Company's business or its End Users in that Territory.

   (b) Jeeves and Third-Party Provider Compliance. Jeeves will provide the Services through itself and/or Third-Party Providers that Jeeves reasonably believes hold the licenses, registrations, or authorizations Jeeves determines are required to provide the Services in the relevant Territory, as further described in Schedule A or as otherwise notified to Company in writing.

(c) Sanctions, AML, and Travel Rule. Company represents and warrants that neither it, nor any of its beneficial owners, officers, directors, or, to its knowledge, End Users, is a person or entity subject to Sanctions, and that it will not use the Services to transact, directly or indirectly, with any such person or entity or in any comprehensively-sanctioned jurisdiction. Company will provide originator/beneficiary information reasonably required by Jeeves or a Third-Party Provider to comply with applicable Travel Rule requirements for Digital Asset transfers.

(d) Regulatory Change and Suspension. Given that the Services rely on evolving payments, banking, and digital asset regulatory frameworks across multiple Territories, and on Third-Party Providers whose own licensing status may change, Jeeves may suspend, limit, or modify any Service, corridor, or Territory, in whole or in part, with as much advance notice as is reasonably practicable under the circumstances, where Jeeves reasonably determines that such action is necessary or advisable to comply with Applicable Law, a request from a regulator or Third-Party Provider, or a change in licensing status in the relevant Territory.

(e) Data Protection. Each Party will comply with Applicable Law relating to the protection of personal data in connection with the Services, including, as applicable, the General Data Protection Regulation (EU/EEA), the UK GDPR and Data Protection Act 2018, the Brazilian Lei Geral de Proteção de Dados, the Mexican Ley Federal de Protección de Datos Personales en Posesión de los Particulares, the Colombian Ley 1581 de 2012 and its implementing decrees, and the Canadian Personal Information Protection and Electronic Documents Act. The Parties will enter into a data processing addendum where required by Applicable Law or reasonably requested by either Party.

(f) No Investment Advice; No Fiduciary Duty. Earn Services are made available on a self-directed basis. Jeeves does not provide investment, tax, or legal advice, does not act as a fiduciary, investment adviser, or broker-dealer, and does not manage a collective investment scheme in connection with the Earn Services. Company is solely responsible for evaluating whether the Earn Services are appropriate for it and its End Users.

(g) Recordkeeping. Company will retain, and make available to Jeeves upon reasonable request, transaction and customer due diligence records relating to the Services for the period required by Applicable Law in the relevant Territory.

9. RESTRICTED LOCATIONS; BLOCKED ADDRESSES; CARD NETWORK RULES.

(a) Restricted Locations. Jeeves may designate, and update from time to time without notice, a list of Restricted Locations, and may decline or cease to provide a Service to Company or an End User located, organized, or resident in a Restricted Location, without liability, subject to Applicable Law and any transition period Jeeves determines is reasonably practicable.

(b) Blocked Addresses. Jeeves and its Third-Party Providers may screen Digital Asset transactions against Blocked Addresses and other sanctions or risk indicators, and may decline, delay, or, where technically possible, reverse a transaction involving a Blocked Address, without liability to Company or any End User.

(c) Card Network Rules. Where a Service involves a Card Network, Company will comply, and will ensure its End Users comply, with the applicable Network Rules, as amended from time to time, including rules relating to chargebacks, data security, and permitted merchant or use categories. Jeeves may take remedial action, including suspending or terminating a card-based Service, as reasonably necessary to maintain Jeeves' or a Third-Party Provider's compliance with Network Rules.

10. JURISDICTION-SPECIFIC TERMS. The following terms apply in addition to the foregoing Sections with respect to the Territory indicated, and are intended to be the primary source of jurisdiction-specific legal terms, so that Order Forms for these Territories can remain limited to commercial terms as contemplated by Section 2(b).

10.1 European Union / EEA.

Services in the EU/EEA are provided by Jeeves or a Jeeves Group Affiliate together with Third-Party Providers authorized as e-money institutions, payment institutions, or crypto-asset service providers under Applicable Law, including PSD2, the Electronic Money Directive, and, with respect to Digital Assets, the Markets in Crypto-Assets Regulation (MiCA). Company confirms it is contracting as a business and not as a consumer for purposes of any EU consumer-protection regime. Unless the Parties otherwise agree in writing for the EU/EEA, disputes relating to Services provided in the EU/EEA will be subject to the courts of the jurisdiction in which the relevant Jeeves Group Affiliate or principal Third-Party Provider is authorized, and the substantive law of that jurisdiction (excluding conflict-of-laws rules) will apply.

10.1.1 Operational Resilience (DORA).

To the extent Company is a “financial entity” within the meaning of Regulation (EU) 2022/2554 (the Digital Operational Resilience Act, “DORA”) and relies on a Service to support a critical or important function, Jeeves will, upon Company's reasonable written request and subject to Section 18 (Confidentiality) and reasonable cost reimbursement: (i) provide the information about the Service reasonably necessary for Company's register of information under DORA Article 28; (ii) notify Company without undue delay of a confirmed ICT-related incident materially affecting the Service, consistent with Section 19; (iii) provide reasonable advance notice of any material sub-outsourcing affecting a critical or important function supported by the Service; and (iv) reasonably cooperate, to the extent required by DORA, with oversight activity by Company's competent authority relating to the Service, in each case without derogating from Section 21 (Audit).

10.2 United States.

Services in the United States are provided by Jeeves or a Jeeves Group Affiliate together with Third-Party Providers that are federally or state-licensed money transmitters, FinCEN-registered money services businesses, or FDIC-member banks, as applicable to the relevant Service. Jeeves does not itself hold, and Company acknowledges Jeeves is not required to hold, a money transmitter license where the Services are provided through appropriately licensed Third-Party Providers. Company will comply with Applicable Law administered by FinCEN, OFAC, and applicable state regulators.

10.3 Canada.

Services in Canada are provided by Jeeves or a Jeeves Group Affiliate together with Third-Party Providers registered or operating as payment service providers under Canada's retail payment activities regime, subject to oversight by the Bank of Canada, and, for card services, through an issuer-processor arrangement identified in Schedule A or as otherwise notified by Jeeves in writing. Company will comply with Applicable Law administered by FINTRAC and the Bank of Canada.

10.4 Brazil.

Services in Brazil are provided by a Jeeves Group Affiliate organized in Brazil together with Third-Party Providers authorized by the Banco Central do Brasil (BCB) as a Sociedade de Crédito Direto, Instituição de Pagamento, or other applicable license category, and, for card services, through the Jeeves Group's own card network membership or a sponsored arrangement. Company will comply with Applicable Law administered by the BCB and COAF, and, where the Services involve a relationship with a foreign virtual asset service provider, with applicable BCB rules governing such relationships.

10.5 Mexico.

Services in Mexico are provided by a Jeeves Group Affiliate organized in Mexico together with Third-Party Providers authorized under Mexico's Ley Fintech as an Institución de Fondos de Pago Electrónico or equivalent, subject to CNBV and Banco de México oversight, and, for the stablecoin on/off-ramp, a licensed or otherwise appropriately authorized crypto-asset participant identified in Schedule A or as otherwise notified by Jeeves in writing. Company will comply with Applicable Law administered by the CNBV, Banxico, and the UIF, including applicable AML/KYC obligations under the Ley Fintech and related regulations.

10.6 Colombia.

Services in Colombia are provided by a Jeeves Group Affiliate organized in Colombia together with Third-Party Providers supervised by the Superintendencia Financiera de Colombia (SFC), which may include a digital banking correspondent arrangement, a fiduciary or trust structure, or a registered virtual asset service provider (RUNEB), as identified in Schedule A or as otherwise notified by Jeeves in writing. Company will comply with Applicable Law administered by the SFC, the UIAF, and applicable tax authorities, including with respect to the gravamen a los movimientos financieros (GMF) where relevant.

11. ANTI-CORRUPTION; EXPORT CONTROLS.

(a) Anti-Corruption. Each Party represents and covenants that it has not, and will not, directly or indirectly, offer, promise, authorize, or make any improper payment or provide anything of value to any government official, political party, or other person in violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law, in connection with this Agreement.

(b) Export Controls. Company will not use the Services, and will not permit an End User to use the Services, to export, re-export, or transfer any technology, software, or other item in violation of U.S. export control laws (including the Export Administration Regulations) or comparable laws of the European Union, United Kingdom, or other applicable jurisdiction, and will not use the Services in or for the benefit of any country, region, or person subject to comprehensive trade sanctions or export restrictions.

12. **Default Liability.** The Parties agree and confirm that, if any Party (the "Defaulting Party") breaches substantially any of the obligations made under this Agreement or an Order Form, or fails substantially to perform any such obligations, this failure or breach shall constitute a default under this Agreement (a "Default"). The non-defaulting Party whose interest is damaged thereby shall have the right to require the Defaulting Party to rectify such Default or take remedial measures within a reasonable period.

If the Defaulting Party fails to rectify such Default or take remedial measures within such reasonable period, or within ten (10) days of the non-defaulting Party notifying the Defaulting Party in writing and requiring it to rectify the Default, then the non-defaulting Party shall have the right, at its own discretion, to (1) terminate this Agreement or the affected Order Form or Addendum and require the Defaulting Party to indemnify it fully for the damage, subject to Section 16; or (2) demand enforcement of the Defaulting Party's obligations hereunder and require the Defaulting Party to indemnify it fully for the damage, subject to Section 16.

13. **Prohibited Activities.** In receiving the Services, Company shall not, through itself or a third party: (a) submit any transaction that Company knows, or should have known, is fraudulent or not authorized by the relevant payor, payee, or accountholder; (b) sell, license, or exploit for any commercial purpose any use of or access to the Services other than as permitted by Jeeves; (c) sublicense any or all of the Services to any third party; (d) transfer or assign its account password or credentials, even temporarily, to a third party; (e) use the Services to transact with any person, entity, or jurisdiction in violation of Sanctions or other Applicable Law; (f) attempt to circumvent any KYC, Travel Rule, sanctions-screening, or Blocked Address measure implemented by Jeeves or a Third-Party Provider; or (g) violate any applicable Network Rules. Jeeves reserves the right to monitor Company's and its End Users' use of the Services to ensure compliance with this Agreement and Applicable Law, and, if Jeeves determines that Company is not in compliance, to take appropriate remedial action, including suspending or terminating the Services or Company's access to the applicable platform or systems.

14. **Term and Termination.** This Agreement commences on the date it is accepted by Company and continues until terminated as provided herein. Jeeves may terminate this Agreement, or any Order Form or Addendum, upon notice to Company at any time. Termination of a single Order Form or Addendum will not, by itself, terminate this Agreement or any other Order Form or Addendum then in effect.

15. **Force Majeure.** Neither Party will be liable for any failure or delay in performance (other than a payment obligation) to the extent caused by an event beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, governmental action or inaction, blockchain network failure, fork, or congestion, failure or unavailability of a Third-Party Provider, internet or telecommunications failures, pandemic, or labor disputes (each, a "Force Majeure Event"), provided that the affected Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and promptly notifies the other Party of it.

16. NO WARRANTIES AND LIMITATION OF LIABILITY.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, GOODWILL, PROFITS, OR REVENUES. UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE PRODUCT ADDENDUM, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT AND ALL PRODUCT ADDENDA FOR ANY CLAIM ARISING OUT OF A GIVEN SERVICE SHALL NOT EXCEED THE GREATER OF (I) THE FEES PAID BY COMPANY TO JEEVES FOR THAT SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (II) US$5,000.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE SERVICES; (C) DELAYS OR DISRUPTIONS IN THE SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES; (F) ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING THIRD-PARTY PROVIDERS; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT, A PRODUCT ADDENDUM, OR OUR POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (K) OUR ELECTION TO SUSPEND PROVIDING SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES; OR (L) THE INSOLVENCY, ACT, OMISSION, OR FAILURE OF ANY THIRD-PARTY PROVIDER, INCLUDING ANY VAULT, YIELD SOURCE, CARD ISSUER, OR BIN SPONSOR.

(a) THE SERVICES, JEEVES PROPERTY, AND ANY BETA PRODUCT ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." JEEVES DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO COMPANY.

(b) THIRD-PARTY PROVIDER SERVICES ARE NOT PROVIDED OR CONTROLLED BY JEEVES. JEEVES DOES NOT PROVIDE SUPPORT FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, FAILURES OR LOSSES CAUSED BY THIRD-PARTY PROVIDERS, INCLUDING FAILURES OF A VAULT OR YIELD SOURCE TO PERFORM AS EXPECTED.

(c) EARN SERVICES INVOLVE RISK OF LOSS, INCLUDING LOSS OF PRINCIPAL. YIELD IS VARIABLE, NOT GUARANTEED, AND DEPENDS ON THE PERFORMANCE OF THIRD-PARTY YIELD SOURCES OUTSIDE JEEVES' CONTROL. PAST PERFORMANCE OF ANY YIELD SOURCE IS NOT INDICATIVE OF FUTURE RESULTS.

(d) JEEVES DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (i) SERVICES AND DATA PROVIDED UNDER THIS AGREEMENT ARE ACCURATE OR ERROR-FREE; (ii) THE SERVICES WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (iii) THE SERVICES WILL

BE USABLE BY COMPANY, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (iv) SPECIFIC COUNTERPARTIES WILL PERMIT TRANSACTIONS USING THE PAYMENT METHODS OR RAILS CONTEMPLATED BY THE SERVICES; (v) SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; OR (vi) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, EVEN WHEN JEEVES IS ADVISED OF SUCH DEFECTS.

(e) THE DISCLAIMERS OF WARRANTIES SET FORTH HEREIN APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17. INDEMNIFICATION.

(a) By Company. Company shall indemnify, defend, and hold harmless Jeeves and all Third-Party Providers, as well as their respective employees, directors, and agents, from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party that arises out of or relates to: (i) any actual or alleged breach of Company's representations, warranties, or obligations under this Agreement, an Order Form, or an Addendum; (ii) Company's wrongful or improper use of the Services; (iii) any transaction submitted by Company through the Services; (iv) Company's violation of any third-party right, including privacy, publicity, or intellectual property rights; (v) Company's violation of any Applicable Law, including Sanctions; (vi) any other party's access to or use of the Services with Company's access credentials; or (vii) any fine, fee, or penalty assessed by a Card Network or Third-Party Provider arising from Company's or an End User's card transactions or violation of Network Rules.

(b) By Jeeves (IP Infringement Only). Subject to the limitations in Section 16, Jeeves shall indemnify, defend, and hold harmless Company from any third-party claim that the Jeeves proprietary software platform (excluding any Third-Party Provider service, Digital Asset, Beta Product, open-source component, or item combined with the Services by or at the direction of Company) infringes such third party's registered intellectual property rights, and shall pay any resulting settlement approved by Jeeves or final court award of damages, provided Company gives Jeeves prompt written notice of the claim and reasonable cooperation and control of the defense. This Section 17(b) states Jeeves' sole obligation, and Company's sole remedy, for intellectual property infringement claims.

18. CONFIDENTIALITY.

(a) Obligation. Unless otherwise required by Applicable Law, Company shall, and shall cause its Affiliates to, hold in strict confidence at all times all Confidential Information of Jeeves, its banks, Third-Party Providers, or other processors, and shall not, and shall cause its Affiliates not to, use such Confidential Information for any purpose other than performing its obligations under this Agreement.

(b) Exceptions. The obligations in this Section do not apply to information that (i) is or becomes publicly available through no fault of the receiving party; (ii) was rightfully known to the receiving party prior to disclosure; (iii) is rightfully received from a third party without a duty of confidentiality; (iv) is independently developed without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by Applicable Law or a valid governmental order, provided the receiving party gives prompt notice where legally permitted and reasonable cooperation to seek protective treatment.

(c) Remedies. If Company breaches or threatens to breach this Section, Jeeves shall have the right, in addition to any other remedy, to have this Section specifically enforced and any breach or threatened breach enjoined by a court of competent jurisdiction, without the requirement of posting a bond (which Company expressly waives), it being agreed that such breach or threatened breach would cause irreparable harm for which money damages would not provide an adequate remedy.

19. SECURITY INCIDENTS. Each Party will maintain administrative, technical, and physical safeguards designed to protect Confidential Information and personal data processed in connection with the Services. Upon confirming a Security Incident affecting the other Party's Confidential Information or personal data, the affected Party will notify the other Party without undue delay and, in any event, within the time required by Applicable Law, will provide such information as is reasonably available, and will reasonably cooperate with the other Party's investigation and any regulatory or individual notifications required by Applicable Law.

20. FEEDBACK. Company will provide reasonable feedback to Jeeves concerning the features and functionality of the Services. Any feedback Company provides will be the sole and exclusive property of Jeeves. Company hereby irrevocably transfers and assigns, and agrees to transfer and assign, to Jeeves all of Company's right, title, and interest in and to such feedback, including all intellectual property rights therein.

21. AUDIT. Jeeves may, at any time during the term of this Agreement, upon reasonable written notice and during Company's normal business hours, audit Company's use of the Services at Company's premises, as reasonably necessary to confirm Company's compliance with this Agreement and any applicable Order Form or Addendum. Jeeves may engage a third-party organization reasonably acceptable to Company to assist with any such audit. Company will cooperate with Jeeves in connection with any such audit and will promptly make available all information and materials reasonably required by Jeeves to conduct it.

22. INSURANCE. During the term of this Agreement, each Party will maintain insurance coverage (which, for Jeeves, may include coverage maintained by a Third-Party Provider on Jeeves' behalf, or self-insurance) of the types and in the amounts reasonable and customary for a business of its size and nature providing or using services of the type contemplated by this Agreement, and will provide evidence of such coverage upon the other Party's reasonable written request.

23. SURVIVAL. Sections 1 (Definitions), 4 (Third-Party Providers), 5 (Fees, as to amounts accrued), 6 (Reserve; Security Interest, until released), 8(c), 8(e), and 8(g) (Sanctions, Data Protection, and Recordkeeping), 14 (as to consequences of termination), 16 (No Warranties and Limitation of Liability), 17 (Indemnification), 18 (Confidentiality), 19 (Security Incidents), 20 (Feedback), 21 (Audit, for the period stated therein), and 24 (General) will survive any termination or expiration of this Agreement.

24. GENERAL.

(a) Order of Precedence; Entire Agreement. This Agreement, together with any Order Forms and any Addenda entered into after the date hereof, constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior or contemporaneous agreements or communications regarding the Services, except as expressly stated in an Addendum.

(b) Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties, or between Jeeves and any Third-Party Provider.

(c) Assignment. Company may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Jeeves's prior written consent, and any attempted assignment without such consent will be null and void.

(d) Governing Law and Disputes. Unless Section 10 or an Order Form or Addendum specifies otherwise for the Territory at issue, this Agreement will be governed by the laws of the State of New York, exclusive of its conflict-of-law rules, except to the extent U.S. federal law controls, and disputes will be brought in the state or federal courts located in New York, New York.

(e) Severability; Waiver. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be construed to be enforceable to the maximum extent permissible, and the remaining provisions will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

(f) Amendments. Jeeves may update or replace this Agreement upon reasonable written notice to Company through electronic means made available by Jeeves. Company's continued use of the Services after thirty (30) days from such notice will constitute acceptance of the updated Agreement. Order Forms and any Addenda may only be amended as described in Section 2.

(g) Notices. Notices under this Agreement will be sent to the addresses or electronic contact points most recently provided by each Party, and will be deemed effective as set out in the applicable Order Form or, absent such provision, upon confirmed transmission.

(h) No Third-Party Beneficiaries (Except as Stated). Except as provided in Section 4(g), this Agreement does not create any right in favor of any third party, including any End User.

(i) Counterparts; Consent. This Agreement may be executed in one or more counterparts. Company consents to this Agreement, including the applicable terms and conditions contained in any Third-Party Provider terms incorporated by reference in this Agreement or an Order Form.

SCHEDULE A

Third-Party Providers by Territory and Function

This Schedule identifies, by Territory and function, the categories of Third-Party Providers Jeeves currently relies upon to deliver the Services. It is illustrative only, as described in Section 4(f); the specific named entity performing each function in a given Territory is identified in an Order Form, an Addendum, or as otherwise notified by Jeeves in writing, and is subject to change without amending this Agreement.

Territory	Function / Category	Illustrative Provider Type	Notes
European Union	E-money institution / card issuer	EEA-authorised EMI	Passported under PSD2/EMD2 as applicable
European Union	Crypto-asset service provider	MiCA-authorised CASP	Entry-point jurisdiction per current licensing plan
United States	Money transmitter / payment orchestration	State-licensed MTL / registered MSB	FinCEN-registered; state MTLs as applicable
United States	Card issuer / BIN sponsor	FDIC-member issuing bank	Program manager arrangement
United States	Stablecoin infrastructure	State/federally chartered money transmitter	Digital-asset-specific licensure confirmed per Territory
Canada	Payment service provider	PSP registered under applicable retail payment activities regime	Subject to Bank of Canada oversight
Canada	Card issuer / processor	Issuer-processor arrangement	Managed-BIN model
Brazil	Payment institution	BCB-authorised Instituição de Pagamento	Licensing status confirmed in writing
Brazil	Card network member	Mastercard/Visa principal or sponsored member	Local entity holds ICA/BIN
Mexico	Payment fintech institution	CNBV/Banxico-authorised IFPE	Ley Fintech framework
Mexico	Licensed crypto asset partner	CNBV-authorised or exempt virtual asset participant	On/off-ramp function
Colombia	Payment / trust services	SFC-supervised financial or fiduciary entity	Digital banking correspondent or trust model as applicable
Colombia	Virtual asset service provider	RUNEB-registered VASP	Registration status confirmed in writing
All Territories	Yield / vault infrastructure (Earn)	Third-party asset manager, vault operator, or blockchain infrastructure provider	Underlying yield sources vary by Territory and are subject to independent eligibility rules
All Territories	KYC / AML / sanctions screening	Specialist compliance technology vendor	Supports onboarding and monitoring across all Services

Accepted, Acknowledged, and Agreed

As of this _____ day of _____________, 20____.

COMPANY:

By: ______________________________________

Name: ____________________________________

Its: Authorized Representative

Date: _____________________________________

Company Email: ____________________________

JEEVES:

Jeeves Entity: ____________________________ (per Section 2(d))

By: ______________________________________

Name: ____________________________________

Its: Authorized Representative

Date: _____________________________________