JEEVES INC. – PROGRAM AGREEMENT

Date of last revision: November 18, 2026

This Program Agreement is made between the Company and Jeeves Inc. ("Jeeves") and governs the use and provision of the Services by Jeeves to the Company, in each case where the Company is not registered in the European Union, the United Kingdom, Canada, the United States, Colombia, Mexico or Brazil. By submitting the Application to open an Account, Company consents to this Agreement, including the applicable terms and conditions contained in any payment method terms and the Jeeves Privacy Policy, and to receive all Notices and communications from Jeeves electronically. We may update or replace this Agreement, upon thirty (30) days' prior written Notice to Company, by posting an updated version to our "Legal" page or through any electronic means made available by us. By continuing to use the Services after the conclusion of such thirty (30) day period, the Company shall be bound by the modified Agreement.

1. **DEFINITIONS**

Capitalized terms used in this Agreement have the meanings provided below.

Account means the electronic, online account established by the Company to create Users, select Payment Methods for Users, manage Bill Payment, manage Card services or other Beta Services, receive Notices, review Periodic Statements, track and review expenses, and manage receipt of the Services.

ACH means a payment or funds transfer conducted through the Automated Clearinghouse networks administered by the National Automated Clearinghouse Association (NACHA) in the United States, or through the relevant automated clearing house or clearing and settlement system in the relevant jurisdiction outside of the United States, including SWIFT, SEPA and/or other local payment processing services, which facilitates electronic funds transfers between depository institutions and is used as a means of clearing and settling payments.

Administrator means the individual person authorized by the Company to enter into this Agreement on the Company's behalf, to manage the Account, and to establish Users.

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

Agreement means this Program Agreement entered into between Jeeves and the Company as may be amended by Jeeves from time to time, the Application, the Jeeves Privacy Policy, and other documentation and materials provided by Jeeves related to the Services which are incorporated herein by reference.

AI Agent Services means custom artificial intelligence agents that Jeeves builds, configures, or operates for Company's finance or operations team under an order, statement of work, or other written agreement.

AI Data means Company Data, and the prompts, queries, documents, corrections, ratings, instructions, and other inputs and feedback that Company or its Users submit to, or that are processed by, AI Services, together with the outputs that AI Services generate for Company.

AI Services means artificial intelligence, machine learning, and other automated or algorithmic features, tools, and services that Jeeves or its Third-Party Service Providers use to operate, secure, or improve the Services or make available to Company, including document and receipt processing, underwriting and credit-decisioning support, fraud and financial-crime detection, identity verification, customer-support assistants, and AI Agent Services.

API Credentials means the API keys, client identifiers, secrets, certificates, tokens, and other credentials that Jeeves issues to Company, or to an Integration Partner acting for Company, to access the Jeeves API.

API Services means access to and use of the Jeeves API, sandbox environments, and related technical documentation, directly or through an Integration Partner, to access the Services.

Applicable Law means all statutes, regulations, rules, orders, and binding requirements of any Regulator, together with applicable Card Network rules, that apply to a party, the Services, or a transaction.

Application means the documents and materials, including background and reference material, if any, completed by the Company in order to obtain the Services from Jeeves.

Benefit means a perk or benefit offered by Jeeves to Account owners.

Beta Services means beta or pre-release products or services, which may contain features and functionality that are incomplete or subject to substantial change or discontinuation.

Bill Payment means Swift or other messaging or transfer services supported by Issuer and/or Jeeves, including Jeeves Pay Services which allows Users to, among other things, set up automatic payment to various third parties on a one-time or recurring basis without the use of a Card, Check, including via SWIFT, ACH, SPEI or SEPA transaction.

Business Day means a day other than a Saturday, Sunday, or public holiday on which banks are open for general business in New York, New York.

Card means the Card-Network branded physical or virtual payment card, code, or device issued by an Issuer to Users for purchases.

Card Networks means the payment card networks, including Visa, MasterCard, Discover, and American Express. The initial Card Network for the Card is MasterCard.

Change of Control means that the person or persons who controlled or had the power to control the affairs and policies of the applicable entity whether directly or indirectly and either by ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise, ceases to have such control;

Charge means a payment for commercial-use goods or services made to a merchant that accepts payments via a Payment Method and which is posted to Company's Account.

Chargeback means a dispute administered pursuant to the Card Network rules and regulations, that is initiated against a merchant for an unresolved dispute with the merchant or where a Card transaction is unauthorized.

Check means a draft payable on demand and drawn on a CRR credit institution.

Collection Authorization has the meaning given in Section 4.8(d).

Company Data means information or documentation provided by the Company to Jeeves, and which includes Financial Data and any Personal Data provided by Company, Administrators, and Users.

Company, you, or your means the business entity, organization, association, group, or other commercial enterprise identified below and entering into this Agreement for purposes of opening an Account or receiving the Services.

Consolidated Action means class arbitrations, class actions, or other action brought between multiple parties based on the same or similar legal claims, or the same or similar facts.

Credit Line means any credit facility, Spending Limit, or other extension of credit that Jeeves makes available to Company under this Agreement.

CRR credit institution means a credit institution defined in Art. 4(1) no. 1 of Regulation (EU) 575/2013, as amended.

De-Identified Data means data derived from Company Data that has been anonymized or aggregated with other data and that can no longer be used to identify a specific company or individual, whether on its own or when combined with other information.

Dispute means any dispute, claim, or controversy arising from or relating to this Agreement, including any incorporated terms.

Event of Default has the meaning given in Section 4.7(e).

Feedback means all feedback, suggestions, ideas, or enhancement requests submitted by Company or a User to Jeeves.

Fees means charges, fees, costs, expenses or other amounts that Jeeves imposes on Company for use of Services or an Account.

Financial Data means Company's bank balance, transactions, and account information accessible to Jeeves through Linked Accounts or Third-Party Services.

Fines means all fines, fees, penalties, or other charges imposed by an Issuer, Card Network, ACH operator, SPEI operator, bank in the SEPA, or regulatory authority arising from Company's breach of this Agreement or other agreements the Company has with Jeeves, an Issuer or Third Party Service Provider.

Force Majeure Event means any delay in processing or other nonperformance caused by telecommunications, utility, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of vendors or suppliers; fires or acts of nature; or any other event over which the affected party has no reasonable control.

Insolvency Event has the meaning given in Section 4.7(e).

InstantPay Agreement means the Jeeves InstantPay Agreement (also referred to as the Jeeves Stablecoin Services or JSS Terms and Conditions) between Company and Jeeves Inc., in the version in effect from time to time, as published in the Jeeves Legal Center or made available through the Jeeves Platform.

Integration Partner means a third-party platform or technology provider that Jeeves has approved to integrate with the Jeeves API, and through which Company applies for, accesses, or uses the Services.

Intellectual Property Rights means patents, copyrights, trademarks, service marks, trade secrets, database rights, and all other intellectual property rights anywhere in the world, whether registered or unregistered.

Issuer means the bank or other card issuer we or a Third-Party Service Provider (unless otherwise prohibited by law) may select from time to time in our or its sole discretion that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards and Payment Methods.

Jeeves API means Jeeves's application programming interfaces through which the Services are made available.

Jeeves Cash Services means the use of Jeeves Digital Services for eligible business-to-business payment transactions, which may include foreign currency conversions, on the terms and conditions set forth on Schedule D - Additional Services (Jeeves Cash Services).

Jeeves Data means all data developed or collected by Jeeves through the development or provision of Services, Payment Method, or Third-Party Services, or generated or recorded by the Jeeves platform, systems, or website, but which does not include Company Data.

Jeeves Digital Services means Jeeves' electronic card versions of its credit, debit and/or prepaid cards, or other digital money storing or transmittance services, online services, online platform and software management tools, which (a) allows the Company (and its Users) to make electronic transactions with other business parties using a digital means for transferring funds or making transactions for goods and services, and (b) allows the Company (and its Users) to securely store digital versions of payment methods, store funds and track payment histories.

Jeeves Pay Services means Jeeves' SWIFT, SPEI, SEPA and/or other local payment processing capabilities for its eligible business-to-business payment transactions and means the use of Jeeves Digital Services for eligible business-to-business payment transactions, which may include foreign currency conversion or Stable Coin Payment Methods made available under, and governed by, the InstantPay Agreement, including from time to time on the terms and conditions set forth on Schedule E - Additional Services (Jeeves Pay Services).

Jeeves Platform means the Jeeves web and mobile applications, APIs, and related software through which Jeeves makes the Account and the Services available.

Jeeves Property means the Services and related technology; Jeeves Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.

Jeeves Services means the Services provided under this Agreement to Company, which may be provided through a combination of (i) the Services provided by Jeeves itself, including Jeeves Pay Services, Jeeves Cash Services, Digital Services, Beta Services, and any other services Jeeves may offer hereunder from time to time, and (ii) other financial services provided by selected third party financial service providers (including funds transfer, card issuance, BIN/ICA sponsorship and settlement services) ("Third Party Services") under such third parties' own terms and conditions (such third parties "Jeeves Partners").

Jeeves, we, or us means as applicable in the jurisdiction the Services are provided in, Jeeves Inc.; Jeeves Technologies (Canada) Inc.; JVS Inc. México, S.A. de C.V.; JVS México Soluciones, S.A. de C.V., SOFOM, E.N.R.; Jeeves Technologies Colombia S.A.S.; JVS Technologies Europe Limited; Jeeves Technologies UK Ltd; Jeeves Brasil Instituição de Pagamento Ltda.; and such other subsidiaries or affiliates as may exist from time to time, in each case, providing the Services and accountable for the information processing under the program agreement.

Linked Account means any transactional account maintained by the Company with a financial institution or that provides financial data and is linked to or authorized for use through the Account.

Notice means any physical or electronic communication or legal notices related to this Agreement that are provided to Company, Users, or Administrators through text or SMS, email, the Account, or by other means.

Payment Method means any Card, Check, ACH, SWIFT, SPEI, SEPA credit transfer, SEPA direct debit, Bill Payment, or other payment transaction type supported by Jeeves and authorized by the Company for its Users.

Payment Method Terms means those separate terms and conditions established by Jeeves or a Third Party Service Provider for the use of the Payment Methods, the Services or Third Party Services, as may be provided to Company or made, available on our website from time to time.

Periodic Statement means the statements identifying Charges, Fees, Fines, Chargebacks, Returns, Reversals, refunds, or other amounts owed or credited to Company's Account during each billing cycle.

Personal Data means data that identifies or could reasonably be used to identify a natural person.

Personnel means the directors, officers, employees, contractors, and agents of a party.

Prohibited Activities List means the list of prohibited business types and activities posted on our website as updated from time to time that may render Company ineligible for an Account, including those attached hereto as Schedule B.

Regulator means any governmental, regulatory, or supervisory authority with jurisdiction over a party, the Services, or a transaction.

Return means a credit or debit entry initiated by a financial institution or ACH or SPEI operator, bank making a SEPA direct debit collection or payment system participant to return a previously originated debit or credit entry, respectively, as a result of the use of a Payment Method.

Reversal means a credit or debit entry that reverses an erroneous debit or credit entry as a result of the use of a Payment Method.

SEPA means the Single European Payment Area.

SEPA direct debit means the direct debit procedure set out in the handbooks of the European Payments Council in the most recent version.

Services means the corporate expense management services provided by Jeeves through the Account or any Payment Method, including Jeeves Pay Services.

Spending Limit means a Spending Limit, set by Jeeves, using, among other things, Company Data including available funds and spending patterns, unbilled volume, future revenue, the nature and history of the Company's business, and anticipated use of Payment

Methods.

Third-Party Service Provider means a third party that assists Jeeves in providing the Services to Company, that supports Jeeves internal operations, or that provides other services related or connected to, or provided through the Services, an Account, or Payment Method, including those "Third-Party Service Providers" set forth on Annex I.

Jeeves is not responsible for, and makes no representation or warranty with respect to, the acts, omissions, availability, performance, accuracy, or regulatory status of any Third-Party Service Provider. Each Third-Party Service Provider is an independent entity subject to its own terms, conditions, privacy policies, and regulatory obligations. The providers listed in this Annex are illustrative and not exhaustive, may be updated by Jeeves from time to time by notice or by posting an updated Annex, are not a representation about any provider's licenses, registrations, or performance, and do not mean that Jeeves has a binding arrangement with that provider for every Service or territory.

Third-Party Services means services and data provided by third parties in connection with or related to Services. Third-Party Services include, but are not limited to, accounting or expense management platforms, perk or other benefit partner, referral partners, payment processors and e-commerce platforms, and applications used to monitor Linked Accounts.

User means Company and any Company employee, contractor, agent, representative or other individuals authorized by Company to use the Account, Services, or Payment Methods by the Administrator on the Company's behalf. Each User is subject to the terms and conditions of the User Agreement attached hereto as Schedule A.

Wallet means any stablecoin or other digital asset wallet, and any associated fiat or other balance, that a Third-Party Service Provider holds, hosts, or enables for Company, including any hosted wallet (such as a wallet hosted by Bridge) and any embedded or self-custodial wallet (such as a JSS wallet enabled through Privy), whether made available under the InstantPay Agreement or otherwise through the Services.

1. **GENERAL**

- 1. This Agreement sets forth the terms and conditions for Company to open and maintain an Account and receive Services. Company may only open and maintain an Account and use the Services if it accepts this Agreement, and Company's opening or maintaining of an Account or Company's use of the Services shall be deemed Company's consent to this Agreement.
  2. This Agreement discusses important legal issues that impact Company's rights and obligations. Among other things, the Agreement limits liability of Jeeves to the Company arising out of the Services, defines how disputes will be resolved, and provides information on how Notices are provided to Company.
  3. TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT INCLUDES THE COMPANY'S WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND THE COMPANY'S AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. THE COMPANY MUST READ IT CAREFULLY.
  4. THIS AGREEMENT PROVIDES AUTHORIZATION FOR JEEVES TO AUTOMATICALLY DEBIT COMPANY'S LINKED ACCOUNTS FOR ALL AMOUNTS OWED UNDER THIS AGREEMENT. THE COMPANY MUST READ THIS AGREEMENT THOROUGHLY. UPON JEEVES' REQUEST, THE COMPANY SHALL EXECUTE AND DELIVER A PRE-AUTHORIZED DEBIT AGREEMENT IN THE FORM REQUIRED BY JEEVES (A "PAD AGREEMENT"), WHICH AUTHORIZES JEEVES TO DEBIT COMPANY'S LINKED ACCOUNT FOR ALL AMOUNTS OWED UNDER THIS AGREEMENT.
  5. Company acknowledges that transactions may be executed through licensed and/or registered Third Party Service Providers, in partnership with Jeeves; Company acknowledges that Jeeves is not a registered money services business.

2. **JEEVES SERVICES**

a. **Services.**

i. The Services allow Company to: (i) establish an Account; (ii) assign Payment Methods to Users associated with the Account; (iii) manage Payment Methods; (iv) review expenses and related reports; (v) access, use, and connect Third-Party Services through the Account; and (vi) other functionality Jeeves may add to the Account from time to time.

ii. Jeeves may change Services, upon thirty (30) days' written Notice to Company, or provide new, or upgrade existing, Services without Notice, but will not materially diminish or remove Services, except where necessitated by Issuer or Third-Party Service Providers, or required by law or regulation. By continuing to use the Services after the conclusion of such thirty (30) days ' Notice period, the Company shall be bound by the modified Agreement.

iii. Services, including the Account and Payment Methods, shall only be used for business or commercial purposes. In no event shall the Services be used for personal, family, household or other consumer purposes and doing so shall result in immediate termination of the Services by Jeeves.

iv. The Services provided under this Agreement to Company may be provided through a combination of (i) the Services provided by Jeeves itself, including Jeeves Pay Services, Jeeves Cash Services, Digital Services, Beta Services, and any other services Jeeves may offer hereunder from time to time, and (ii) other financial services provided by selected third party financial service providers (including funds transfer, card issuance, BIN/ICA sponsorship and settlement services) (“Third Party Services”) under such third parties’ own terms and conditions (such third parties “Jeeves Partners”). Company agrees that Jeeves has no liability to Company or any of its Affiliates or Personnel under this Agreement or any other agreement in respect of such Third Party Services. In addition, Company agrees that, if requested by Jeeves and/or required by such Jeeves Partners, Company will enter into agreements directly with such third party Jeeves Partners and otherwise agree to such Jeeves Partners’ terms and conditions. All such services described herein, "Jeeves Services".

b. **Applying for an Account.**

i. To apply for an Account, Company shall provide the requested Company Data and Personal Data, and connect at least one Linked Account, with the Application. The information requested on the Application may include: (i) Company Data, such as operational information, registered business name and state of incorporation for Company, the business address, ownership details, actual or anticipated revenue, the nature of the business, and details from Linked Accounts and other business information we may request from time to time; (ii) Personal Data, such as the name, contact information, and date of birth of Users or beneficial owners and (iii) documentary information used to verify business and Personal Data, such as corporate registration certificate, proof of address, or personal identification.

ii. Jeeves may provide Company Data and Personal Data obtained through the Application, the Account, or through Company’s use of the Services, to Issuer and Third-Party Service Providers to determine eligibility for the Services, for identity verification purposes and access to Payment Methods.

iii. Jeeves may obtain additional Company Data and Personal Data from third parties for the purposes of validating your identity and preventing fraud on your account.

iv. Jeeves may approve or deny Company's Application or grant Company provisional access to the Services or the Account while the Application is pending additional review. Jeeves relies on the accuracy of Company Data and Personal Data when opening and maintaining the Account.

v. Jeeves may deny Applications, interrupt provision of the Services to Company, or suspend or close the Account for any reason (excluding cases of willful intent or gross negligence by Jeeves), including where Company Data or Personal Data is incomplete, inaccurate, or out of date. Company agrees to keep Company Data and each User's Personal Data current, complete, and accurate in the Account at all times. Company shall provide all required notices to, and obtain all required consents from, Users or other individuals whose Personal Data is provided to Jeeves by Company to allow Jeeves, Issuer and Third-Party Service Providers to use and disclose the Personal Data as contemplated by this Agreement.

vi. Fees for the Services, if any, will be paid by Company through the Account. Jeeves may change or add Fees by providing reasonable advance Notice, in accordance with applicable Law. Jeeves Service terms are dynamic and may be modified at any time, including increases or decreases to fees and rates set forth herein. Jeeves may set or change Jeeves Service terms at its discretion. Upon Jeeves changing any of the Fees described herein, Jeeves will notify Company prior to any transaction. In case the Company does not agree with the changes to the Fees, the Company will have the right to terminate this Agreement within thirty (30) days after the date of receipt of such Notice.

    i. Implementation Fees: At the time Company's Account is opened, Jeeves may automatically apply an implementation fee with respect to the initial setup and integration of the Jeeves Platform (including any API connections, integrations, and related technical onboarding services), in an amount that Jeeves will specify to the Company at the time of onboarding.

    ii. Platform Fee: You will be charged a recurring monthly fee for the use of Jeeves software and technology, in all cases excluding VAT and subject to any required taxes, first charged at the time of onboarding and then monthly thereafter, for using the Jeeves Platform and accessing the Jeeves Services (including through Jeeves APIs and related developer tools) (the "Platform Fee"). The exact amount of the platform fee will be included on your monthly statement. The Jeeves platform provides access to the Jeeves expense management platform, as well as the Jeeves card, Jeeves Pay, and other Jeeves services. Jeeves reserves the right to modify the Platform Fee and paid offers for the Services at its discretion at any time, upon notice, either by email or by posting the changes on the web pages or mobile pages where the Jeeves Services are located. In the event that you fail to pay the Platform Fee on time, we reserve the right, in our sole discretion, to suspend your account and restrict your use of the Platform. This will result in you not being able to access the Services. If you want your account reactivated, you will need to pay the outstanding balance plus any interest, fees, or penalties owed to Jeeves, as well as any applicable reactivation fees. Jeeves may charge additional fees for API services, including usage-based, volume-based, or premium access fees, as set forth in the applicable Order Form or in Jeeves's then-current pricing, and may update such fees in accordance with the Agreement.

    iii. Collection Fees: The Company agrees to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all

amounts not paid by the Company.

iv. Penalties: If Jeeves fails to receive any undisputed amounts due on a statement by the applicable due date, the Company agrees to pay late fees equal to the highest interest rate that may be charged under Applicable Law, along with any other fees, penalties, or other penalties that may be imposed pursuant to Applicable Law.

v. Special Fees: Jeeves may, at its discretion, charge other fees, including, but not limited to, refund fees, reinstatement fees, chargeback fees and costs, assessments, taxes, in all cases excluding VAT and subject to any required taxes, and any other charges or amounts due and payable by the Company to Jeeves or its affiliates under these Terms or declared to the Company by Jeeves in its statements, on your website or app, or otherwise. Jeeves may charge additional costs for access to Jeeves virtual or physical cards, spending categories, transfer types including currency exchanges, priority support, Jeeves platform tools such as bulk vendor upload, invoice linking, and vendor mapping, and new account features and other priority features.

vi. Taxes: If Jeeves is required by law to pay any applicable federal, state, local, or value-added taxes, sales and use taxes, goods and services tax, or similar taxes based on this Agreement, the Company shall reimburse Jeeves in full, and Jeeves shall invoice the Company for such taxes in accordance with the applicable rules.

vii. ATM Fees: Where ATM withdrawals are permitted, the Company and its Users will incur fees for the use of ATMs for withdrawals to Jeeves cards. These fees shall include a transaction fee charged by Jeeves and any additional fees imposed by the ATM bank and/or ATM operator or any network used, and the Company and/or its Users may receive a fee for a balance inquiry, even if you fail to complete a transfer of funds. Once the Company and/or its Users withdraw money from an ATM, Jeeves shall have no liability to the Company or its users in respect of the withdrawn funds, even in the event that the Company and/or its users suffer fraud or theft after such withdrawal. The Company remains fully responsible, including to its users, for funds requested to be withdrawn via ATMs.

viii. Jeeves Gold/Platinum Membership: With this membership, Jeeves offers you certain exclusive features of the "Jeeves Gold/Platinum Service". With respect to the Jeeves Gold/Platinum Services, the rights granted to you below: (i) are subject to our receipt of payment of applicable fees and (ii) terminate when your Jeeves Services are cancelled or terminated. Members of the Jeeves Gold/Platinum Service will receive exclusive benefits, including, but not limited to, those listed below: (i) unlimited number of cards; (ii) unlimited sending of physical cards; (iii) unlimited international transfers; (iv) discount on the exchange rate;

ix. Bulk Supplier Loading; (vi) Linking of invoices; (vii) free passes per month to access airport lounges; and/or (viii) MCC's Restrictions on Cards.

Eligibility: To qualify for the Jeeves Gold/Platinum Services, users must complete the Jeeves onboarding process and agree to the terms and conditions outlined therein. Jeeves may establish its Fees in US dollars, which will be paid by the Company in local currency at the exchange rate determined by Jeeves when charged.

Additional Users. Each subscription plan includes a defined number of users, as indicated in the applicable Order Form, subscription description, or pricing made available to the Company. Jeeves may charge a fee for each user in excess of the number of users included in the Company's subscription plan. The applicable fee will be as set forth in the applicable Order Form or in Jeeves's then-current pricing, and may be charged to the Company's account (including against its Credit Line, where applicable) or invoiced to the Company. Jeeves may update such fees in accordance with the Agreement.

- 1. **Customer Due Diligence.**

    a. In order to use the Services, Company must provide the necessary information (as prompted through the Jeeves Account or as otherwise requested by Jeeves) to register and create a Jeeves Account profile. If required by Jeeves, Company must provide the bank account details to be linked to its Jeeves profile.

    b. To meet Jeeves's obligations under Applicable Law, before Jeeves provides the Services to Company, Jeeves may carry out customer due diligence checks on Company, its directors, partners, ultimate beneficial owners, employees and/or Users (as relevant), together with any third parties involved in Company's transactions. Company must provide Jeeves with complete, accurate, and up to date information at all times. Company will promptly provide any additional information Jeeves requires at any time, at the latest within two Business Days of a request from Jeeves. Company acknowledges that Jeeves may not provide or continue to provide Company with any of Jeeves's Services until Jeeves has received all the information Jeeves requires. Jeeves will not be responsible for any loss arising out of Company's failure to do so.

    c. Company agrees that Jeeves may make, directly or using a third party, any inquiries Jeeves believes are necessary to verify information Company provides to Jeeves or collected by Jeeves about Company, its Affiliates and Personnel, including checking commercial databases or credit reports (where permitted by Applicable Law). Company hereby confirms that such third parties are authorized to provide Company information to Jeeves in accordance with the Jeeves Global Privacy Policy.

    d. Company agrees that Jeeves's provision of, and Company's ability to use, the Services is subject at all times to: (i) successful completion of the initial, and any subsequent, customer due diligence (including credit evaluations); and (ii) there being no material changes to Company's credit status during the term of this Agreement.

2. **Managing the Account.**

    a. The Company shall have and maintain at least one Administrator to manage the Account. The Administrator shall initially be the individual submitting the Application on behalf of the Company. Administrators can add, remove, or manage additional Administrators and Users; request and manage Payment Methods; set or change Spending Limits; view transactions; run reports and download statements; provide or update Company Data; connect Linked Accounts, Third-Party Services, and other accounts to the Account; and perform other tasks on Company's behalf.

    b. Company shall be solely responsible for any actions of, or failure to act by, Administrators, Users, and any other person using credentials issued to Users or Administrators to access Company's Account.

3. **Security and Monitoring the Account.**

    a. The Company will: (i) create and implement a policy and controls concerning the use of the Services by the Users to: (1) ensure each User is properly authorized to use a Payment Method on its behalf, and that each User complies with this Agreement and the applicable Payment Method Terms; (2) ensure all Users maintain the confidentiality of all Account information, Payment Methods and card

securing features (including the CVV or equivalent card security code and PIN) (collectively, Account Security Features); (3) establish a methodology for adding or cancelling Administrators and Users; and (4) ensure that all Users are familiar with the processes, and procedures required by Jeeves; (ii) remain responsible for maintaining the confidentiality of all Account Security Features; and (iii) remain responsible for all activities that occur through the use of the Services, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Company, the Users, or any other person. Jeeves may, but is not obligated to, help Company resolve unauthorized transactions using the Account or a Payment Method, but Company is ultimately responsible for any liability or financial loss caused directly or indirectly by Administrators, Users, or other persons Company authorizes to access the Services, the Account, or Payment Method.

b. Company will ensure that each User receives a copy of any applicable Payment Method Terms and any replacements or amendments thereof, as well as any notices that affect the use of the any applicable Payment Method Terms. Company is also responsible for ensuring that all Users comply with the applicable terms and conditions of this Agreement and any applicable Payment Method Terms.

c. The Company is responsible for obtaining such agreements or commitments that it considers appropriate from Users with respect to their use of the Services, including to ensure that a Payment Method not be used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other illegal, improper, or unlawful purpose, or if it has expired. We may refuse to authorize any other types of transactions at our discretion.

d. Company will immediately disable User access to the Services where it knows or believes an Account or Payment Method has been or may be compromised, stolen, or misused. Company will promptly notify Jeeves of any actual or threatened loss, theft or unauthorized access or use involving the Services.

e. Jeeves may suspend access to the Account or Payment Method if Jeeves believes the Account or Payment Method has been compromised or that not doing so may pose a risk to Jeeves, Company, Issuer, or any third parties.

f. **Authentication.** In order to use the Jeeves Platform, Company (or a User) must log in using the unique password and any multiple-factor authentication requested by Jeeves: for example, Jeeves may require the User to authenticate that they are the User when logging in to the Jeeves Platform, or for certain transactions made using the Jeeves Platform. Company must store all log-in information and passwords to access the Jeeves Platform safely and securely at all times and only allow Users to access the Services.

g. **Suspected compromises of safety and security.** Company must contact Jeeves immediately by email to hello@tryjeeves.com and change its password if it suspects:

    i. access to the Jeeves Account or other of its security credentials are stolen, lost, used without authorisation or otherwise compromised; or

    ii. someone else has found out Company's log-in information and password for its access to the Services.

Any undue delay in notifying Jeeves may affect the security of Company's access to the Jeeves Account and result in Company being responsible for financial losses.

- 1. **Check transactions regularly.** Company must notify Jeeves immediately by email to hello@tryjeeves.com to report any (i) suspected or actual unauthorized transaction, (ii) incorrectly initiated or executed

transactions such as those having not been executed or having been executed late, (iii) any fees, charges and interest Company is liable to pay as a result of such transactions, or (iv) other security concerns regarding the Jeeves Account. If Company does not notify Jeeves of any such matters, without undue delay, and at the latest within three months of the date of the transaction or security concern (whichever occurs first), Jeeves will not have any liability to Company in respect of the relevant matter (including any liability to correct the matter or refund any amounts to Company). Without prejudice to the foregoing, Jeeves will also not be liable to pay a refund:

2. if Company has breached these terms;

    a. if Company has given Jeeves incorrect instructions for the transaction (Jeeves may reasonably assist Company to recover the funds, where possible, but does not guarantee that this would be successful); or

    b. in respect of any losses that are not the direct result of Jeeves's act or omission.

3. Where Jeeves refunds Company for an unauthorized transaction but subsequently finds that Company did not comply with its obligations under this Section 3.5, Company must reimburse Jeeves for the value of the unauthorized transaction.

4. **Credit Line Clean-Up Provision.** Jeeves reserves the right, at its sole discretion, to require Company to fully repay all outstanding balances under the Credit Line (a "Clean-Up") and maintain a zero-balance position for a rest period determined by Jeeves (which shall be no less than one (1) week), upon written notice specifying a Clean-Up deadline. This right may be exercised at any time to ensure that the Credit Line is not being utilized as a permanent or long-term financing tool or in any manner considered not compliant with the Jeeves Program Agreement or related documents, and is not limited to any particular pattern of use or financial circumstance of Company. If Company fails to complete the Clean-Up by the specified deadline, Jeeves may suspend access to the Credit Line until the balance is fully repaid and the rest period has elapsed, after which Jeeves may, at its discretion, reinstate the Credit Line subject to a reassessment of Company's creditworthiness. While a Clean-Up request shall not in itself constitute an Event of Default, Company's failure to comply with the Clean-Up deadline shall.

5. Jeeves reserves the right, at its sole discretion and based on its internal risk assessment, to apply a fee (the "Expedited Access Fee") where a Company's Credit Line usage reflects a practice of repaying an outstanding balance and drawing funds again on the same calendar day (a "Same-Day Draw"). The Expedited Access Fee is a transaction service charge calculated as a percentage of the amount of each qualifying Same-Day Draw, which Jeeves may escalate for repeated Same-Day Draws, up to 10% of the amount drawn. Jeeves may also apply a brief holding period before an equivalent amount of credit becomes available for a further draw, and, where Same-Day Draws recur at a frequency Jeeves considers excessive, may suspend, reduce, or withhold any cashback, rewards, or other incentive benefits otherwise available to the Company. These measures are in addition to, and do not limit, any other rights available to Jeeves, including its rights to adjust Spending Limits under Section 4.3 and to suspend or terminate the Services under Section 5.1.

1. **Requirements and Prohibited Activities.**

    a. Company represents and warrants to Jeeves, as at the date of this Agreement and on a continuing basis, that:

        i. it is not a sole trader or partnership, other than a limited liability partnership;

        ii. it has the right, power and authority to enter into this Agreement and to perform all of its obligations under it;

iii. in connection with the performance of this Agreement, it will comply with Applicable Law regarding its use of the Services, the Jeeves Platform and Company Data;

iv. it is not entering into this Agreement as a consumer and is acting solely for business or commercial purposes;

v. it has obtained and will obtain, maintain in effect and comply with the terms of all necessary consents, registrations, licenses and authorizations of or with any Regulator having jurisdiction over it or its activities in connection with this Agreement; and

vi. its obligations under this Agreement are valid, binding and enforceable in accordance with its terms.

b. The Account, Services, and Payment Methods may only be used for the Company's bona fide business or commercial purposes. The Account, Services, and Payment Methods may not be, and the Company represents and warrants that it will not cause the Account, Services and Payment Methods to be (i) used for any purpose that is unlawful or prohibited by this Agreement or any applicable Payment Method Terms; (ii) used for any personal, family, or household use; (iii) provided to or used to transact with or for the benefit of an individual, organization, jurisdiction, government or country that is targeted by any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State or any other United States government authority that administers economic sanctions ("Sanctions"), or by Canada through applicable Canadian sanctions laws, or used in any other manner that would result in a violation of Sanctions by the Company, Jeeves, or any Third-Party Service Provider involved in the provision of the Account Services and Payment Method; (iv) used by unaffiliated third parties; or (v) used for any other activities not for the benefit of the Company.

c. Jeeves will not approve and may close Accounts that we know or believe to be engaged in any of the prohibited activities identified in the Prohibited Activities List attached hereto as Schedule B. Jeeves may update this list at any time and without Notice to Company. Company agrees to review the Prohibited Activities List frequently and contact Jeeves with any questions regarding whether the list applies to Company's business.

d. In its sole discretion, Jeeves may require Company to provide additional information to open or maintain the Account. Jeeves may suspend or terminate access to the Account or any Payment Method if Jeeves believes, in its sole discretion, that this Section 3.6 was violated or if required by an Issuer or by applicable law or regulation. Company agrees to pay all Fines imposed on Jeeves for Company's violation of this Agreement, including this Section 3.6.

e. Jeeves may place interim or permanent restrictions on the use of all or any part of the Services depending on certain regulatory requirements, Company's country of residence, identity verification checks or business requirements, as described in the Prohibited Activities List. Such restrictions will be communicated to Company, at the time the restriction is put in place or, if that is not practical due to urgent or unforeseen circumstances, promptly after the restriction is put in place. In addition, Jeeves may be required to respond to and comply with binding and effective orders affecting Company's receipt of the Services, including but not limited to, demands, writs of attachment, liens, subpoenas or other orders or notices issued by a court of competent jurisdiction, tribunals, committees, regulators, or any government agencies ("Orders"). As a result, Jeeves may take certain actions including but not limited to holding payments, releasing funds, or disclosing data or information about Company and Company's transactions to a Regulator. Unless prohibited by Applicable Law, Jeeves will make reasonable efforts to notify Company of any such action. Company

acknowledges that Jeeves does not have any obligation to contest or appeal any Orders involving Company. Jeeves is not liable for any losses, whether direct or indirect, or any other consequences that Company may incur or suffer in relation to Jeeves's response or compliance with an Order.

2. **Identification as Company.**

We may publicly reference Company as a Jeeves customer on a Jeeves website or in communications during the term of this Agreement, unless the Company is an individual. Jeeves will not express any false endorsement or partnerships. Company grants Jeeves a limited license to use Company trademarks or service marks for this purpose. Company will notify Jeeves immediately if it prefers that we did not identify it as a customer and we will remove references to Company on our website or in communications, and the limited license set forth in this Section 3.7 shall be terminated.

- 1. **Ownership and License.**

    a. **Jeeves Property.** As between the Parties, all Jeeves Property owned or used by Jeeves in the course of its business are the property of Jeeves. Jeeves reserves all Intellectual Property Rights in relation to the use of the Jeeves Property. Company, Administrators, and Users may not use the Jeeves Property or any similar marks without the prior written consent of Jeeves. Jeeves owns all Jeeves Property. Company, Administrators, and Users may use Jeeves Property only as and for the purposes provided in this Agreement and the Payment Method Terms. Company may not modify, reverse engineer, create derivative works from, adapt, or disassemble Jeeves Property; or register, attempt to register, or claim ownership in Jeeves Property or portions of Jeeves Property.

    b. **Ownership.** As between the Parties, Jeeves owns all Intellectual Property Rights in and to the Services, including the Jeeves Account, and its proprietary technology, including its software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), and network designs, and including any modifications, improvements, feedback, ideas or suggestions relating to the Jeeves Account and Services and derivative work thereof. This Agreement does not transfer from Jeeves to Company any ownership rights in the Jeeves Account or the Services.

    c. **Jeeves License.** During the Term, Jeeves grants to Company a personal, limited, revocable, non-transferable, non-exclusive, non-assignable, non-sub-licensable, royalty-free license to access and to use Jeeves Property to access and use the Jeeves Account through any supported web browser for the receipt of Services provided to Company under this Agreement provided that Company complies with this Agreement. This license terminates upon termination of this Agreement unless terminated earlier by us. -

    d. **License Restrictions.** The provisions of this Section 3.8 shall apply to any licenses granted to Company by Jeeves and/or its Affiliates. Company shall not, except to the extent allowed by Applicable Law or granted under a license from Jeeves to Company under Section 3.8(c) or otherwise in this Agreement, attempt to:

        i. use, distribute, reproduce, modify, copy, adapt, translate, create derivative works from, transfer, loan, rent, sublicense, sell, or otherwise commercially exploit, frame or otherwise re-publish or redistribute, publicly perform or publicly display any part of the Services including the Jeeves Account, Services, or included software;

        ii. allow any unauthorized person to access or use the Jeeves Account or use the Services, or trade on the Jeeves Account for speculative purposes; or

        iii. reverse compile, disassemble, reverse engineer, attempt to extract the source code, or otherwise reduce to human-perceivable form all or any part of the Services or Jeeves

Account.

e. **Company Infringement.** Company will not use the Services, including the Jeeves Platform, in any way that infringes or violates Jeeves's or any third party's Intellectual Property Rights, or otherwise in breach of Applicable Law. The Jeeves Platform may display content that Jeeves does not own or is otherwise not responsible for. Company shall not use content from any of the Services, including the Jeeves Platform, unless Company obtains written consent from Jeeves or the owner of the content, or as permitted by Applicable Law.

f. **Feedback.** If Company provides Jeeves with any comments, questions, ideas, suggestions or other Feedback relating to the Jeeves Account or any of the Services), Company agrees that Jeeves may freely use, copy, disclose, license, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. Feedback will not be considered as constituting Company's confidential information or Company Data.

2. **Data.**

a. The Card Networks, Jeeves, Issuer, and Third-Party Service Providers collect Company Data through Company's use of the Payment Methods, the Services, and Third-Party Services. The Company Data may be used by Card Networks, Jeeves, Issuer and Third-Party Service Providers (i) to provide Services to Company and Users, or as required by Card Network rules; (ii) for internal analytics and reporting; (iii) for underwriting, identity verification, internal reporting and analysis, and fraud prevention; (iv) as needed in dispute resolution; (v) to generate De-Identified Data, which may be used for development of products and services, including data products and including to develop, train, test, and improve AI Services as provided in this Section; and (vi) as required to comply with law, regulation or Card Network rules.

b. Jeeves may also report Company performance to credit reporting agencies and credit rating agencies, where appropriate. UPON JEEVES' REQUEST, THE COMPANY SHALL EXECUTE AND DELIVER A CREDIT BUREAU FORM ("CREDIT BUREAU AGREEMENT"), WHICH AUTHORIZES JEEVES TO REPORT COMPANY PERFORMANCE TO CREDIT REPORTING AGENCIES AND CREDIT RATING AGENCIES, WHERE APPROPRIATE.

c. Jeeves may use De-Identified Data for any lawful purpose and may include De-Identified Data in both public and private reports where such De-Identified Data cannot be reasonably used on its own or in combination with other information to identify Company Users or other individuals. We will not share any Company Data with third parties for marketing unaffiliated products without Company's consent but may use Company Data to identify Services, Third-Party Services, or programs that we believe may be of interest to Company, including as part of a rewards or Benefits program. Where Company Data is shared with third parties, Jeeves will implement controls to reduce the risk of loss or accidental disclosure.

d. Company grants Jeeves a worldwide, irrevocable license to use, modify, distribute, copy, and create derivative works from Company Data for the purposes identified in this Agreement.

e. **Rewards.** Jeeves may determine when, how, and under what conditions Company or Users may qualify for or earn rewards, perks or other benefits. Certain Payment Methods may not be eligible for rewards, perks or other benefits. Rewards offered may be subject to applicable agreement. Where Jeeves makes it available and Company elects it, cashback earned under this Agreement may be delivered as stablecoin cashback under the InstantPay Agreement, which governs how it is delivered; the rate, eligibility, and calculation of cashback remain governed by this Agreement and any related order.

f. **Card Benefits.** Jeeves may, in its sole discretion, determine: (i) what Benefits apply to the Account; and (ii) the eligibility requirements for each Benefit. Benefits and/or Benefit eligibility may be subject to change at Jeeves' sole discretion. Many Benefits are offered by Jeeves third party partners. In the event that you use any Account Benefit, you agree to be bound by the terms and conditions of use applicable to such Benefit, as notified to you or available from Jeeves.

g. **Beta Services and Feedback.** Beta Services may be made available to Company or Users. Any Beta Services are provided "AS IS" and without warranty, either express or implied to the extent permitted by law. Jeeves may use any Feedback about the Services or Beta Services freely and without restriction. Except where specifically notified by Jeeves, Company will not be compensated or credited for Feedback provided to Jeeves.

h. **Privacy Notice.** Collection, use, and handling of Personal Data is described in the Jeeves privacy policy. Company and Users agree to review the privacy policy and to be bound by its terms. Jeeves will use the personal data to provide the Services. Other data processing not necessary to provide the Services, as stated in the Privacy Policy, will be carried out with the prior, informed, unambiguous and free consent. Company and Users may contact Jeeves with questions regarding the privacy policy. Jeeves reserves the right to change or modify the privacy policy in accordance with its terms and to the fullest extent permitted by law.

i. AI Services and Use of Data by Jeeves. The Services may include, or be supported by, AI Services. Company acknowledges and agrees that Jeeves and its Third-Party Service Providers will process Company Data, Personal Data, and other AI Data using AI Services as described in this Section and in the Jeeves Privacy Policy (including the sections addressing artificial intelligence and automated decision-making and AI Agent Services). Without limiting the other uses of Company Data permitted by this Section, Jeeves may use AI Services to provide, operate, maintain, secure, and support the Services, including to: (i) extract and classify data from receipts, invoices, statements, and other documents; (ii) evaluate eligibility, set and adjust Spending Limits and Credit Lines, and assess risk; (iii) detect and prevent fraud, financial crime, and sanctions exposure, and support identity verification and compliance monitoring; (iv) respond to support requests; (v) personalize the Services; and (vi) build and operate AI Agent Services.

    i. **Use of information by Jeeves.** Jeeves may use AI Data to provide, operate, maintain, and improve the AI Services and the Services for Company. Jeeves may also use De-Identified Data, including De-Identified Data derived from AI Data, to develop, train, test, benchmark, and improve AI Services, models, and data products, including those made available to other customers, as permitted by this Section. Jeeves will not use Company's AI Data that has not been de-identified to train or fine-tune any AI model that Jeeves makes available to, or uses for the benefit of, another customer. Jeeves will handle ratings, corrections, and similar feedback on AI outputs in accordance with the Jeeves Privacy Policy.

    ii. **Third-Party Service Providers.** Jeeves may use Third-Party Service Providers to supply or support AI Services, including providers of document and data extraction, underwriting and credit decisioning, fraud and financial-crime detection, and generative AI and customer-support tools (see Annex I). Those providers process AI Data on Jeeves's behalf under contractual terms governing their permitted use of that data, and Jeeves does not authorize any provider of foundation or general-purpose AI models to use AI Data to train that provider's own models. The provisions of this Agreement addressing Third-Party Service Providers apply to AI Services supplied by them.

iii. **Outputs; no reliance.** AI Services may generate outputs that are inaccurate, incomplete, or unsuitable for Company's purposes. Outputs are provided for Company's convenience and are not financial, accounting, tax, legal, or investment advice. Company is responsible for reviewing outputs and for its decisions and actions based on them, including any instruction it gives to an AI agent. As between the parties, Company may use outputs generated for it for its internal business purposes, and Jeeves owns the AI Services, models, prompts, configurations, and related technology as Jeeves Property. Any AI Service that Jeeves designates as beta is a Beta Service.

iv. **Human oversight.** Where an AI Service contributes to a decision that has a legal or similarly significant effect on Company or a User (such as a credit limit determination, an account restriction, or a fraud hold), a person reviews the decision before it is finalized, or Company or the User may request human review afterwards, as described in the Jeeves Privacy Policy. Nothing in this Section limits Jeeves's rights to set Spending Limits, to suspend or restrict the Services, or to terminate this Agreement.

v. **Company responsibilities.** Company will: (i) provide to Jeeves, and permit Jeeves and its Third-Party Service Providers to process using AI Services, only data that Company has the right to provide; (ii) give all notices to, and obtain all consents from, Users and other individuals whose Personal Data is included in AI Data, as required by Applicable Law; (iii) not use AI Services to produce unlawful, discriminatory, or deceptive outputs, or to extract, reverse engineer, or train a competing model from AI Services; and (iv) where Jeeves processes Personal Data in AI Data on Company's behalf as a service provider or processor, comply with the data-processing terms agreed between the parties or required by Applicable Law, which prevail over this Agreement for that data.

vi. **AI Agent Services.** AI Agent Services are provided under the written order or agreement for those services, and this Agreement applies to them except as that order or agreement expressly provides. Jeeves logically segregates each customer's AI Data from other customers' data, and retains and deletes AI Data as described in the Jeeves Privacy Policy and that order or agreement.

vii. **Changes.** Jeeves may modify, suspend, or discontinue any AI Service, or limit it in any jurisdiction, including to comply with Applicable Law (including laws specific to artificial intelligence).

3. **API Services and Integration Partners.**

a. **API Services.** Jeeves may make the Services available through the Jeeves API and the API Services, either directly to Company or through an Integration Partner. The API Services are Services, and the Jeeves API is part of the Jeeves Platform, for all purposes of this Agreement. Company will use the API Services only to access the Services for its own business, in accordance with Jeeves's technical documentation and the rate limits, security requirements, and specifications that Jeeves sets and may change from time to time, and subject to the license and restrictions in this Agreement. Company will not, without Jeeves's prior written consent, make the Jeeves API available to any third party or use the API Services to provide payment, money transmission, foreign exchange, or digital asset services to any third party. Sandbox access and pre-release API functionality are Beta Services.

i. **API Credentials.** Company will keep its API Credentials confidential and secure, limit access to them to personnel who need it, and notify Jeeves without undue delay, and in any event within twenty-four (24) hours, after becoming aware of any actual or

suspected loss, compromise, or unauthorized use. Each instruction submitted with API Credentials issued to Company, or to an Integration Partner acting for Company, is deemed authorized by Company and is treated as an instruction of an Administrator until Jeeves has had a reasonable opportunity to revoke those API Credentials after receiving Company's notice.

ii. **Access through an Integration Partner.** Where Company applies for, accesses, or uses the Services through an Integration Partner: (i) Company is a customer of Jeeves, and this Agreement governs Company's Account and the Services;

iii. Company authorizes and appoints the Integration Partner to transmit instructions, Company Data, and Personal Data to Jeeves on Company's behalf, and to receive Account, transaction, and status information and Notices from Jeeves on Company's behalf; (iii) Jeeves may rely on any instruction that it receives through the Integration Partner's integration with valid API Credentials, and Company is bound by and responsible for those instructions as if they had been given by its own Administrator; and (iv) Company's acceptance, through the Integration Partner's interface, of this Agreement, the Jeeves Privacy Policy, the InstantPay Agreement, any Payment Method Terms, and any terms of a Third-Party Service Provider is a valid and binding acceptance, and Jeeves may rely on the Integration Partner's records of that acceptance.

iv. **Role of Integration Partners.** Each Integration Partner is an independent third party and is not Jeeves's agent. An Integration Partner has no authority to bind Jeeves, to approve Company's Application, or to vary this Agreement or any Fees, and does not receive, hold, or transmit Company's funds or digital assets in connection with the Services, which are held and moved by Jeeves's Third-Party Service Providers as described in this Agreement. Jeeves is not responsible for the Integration Partner's own products, services, interface, statements, acts, or omissions, and any agreement between Company and the Integration Partner is separate from this Agreement. Company will resolve with the Integration Partner any claim that an instruction the Integration Partner transmitted was not authorized by Company, and no such claim affects Company's obligations to Jeeves.

v. **Communications and disputes.** An Integration Partner may provide the interface for, and day-to-day communications about, the Services under its own brand. Jeeves may nonetheless communicate with Company directly at any time, including to give Notices, conduct customer due diligence, collect amounts owed, or address fraud, security, or compliance matters. A Notice made available to Company through the Integration Partner's interface is given to Company. Company may submit disputes, error claims, and complaints about the Services to Jeeves directly or through the Integration Partner, and the Dispute Policy and Procedure applies.

vi. **Information sharing.** Company authorizes Jeeves to share Company Data and Personal Data, including Account, onboarding, transaction, and status information, with the Integration Partner as needed to provide the Services through it, and to receive that information from the Integration Partner. Company will give all notices and obtain all consents that Applicable Law requires for that sharing. The Integration Partner's own use of that information is governed by its own terms and privacy policy and not by this Agreement.

vii. **Fees.** Fees and rates for Services accessed through the API Services or an Integration Partner may be set out in an Order Form, in a written agreement between Jeeves and the Integration Partner, or in pricing that Jeeves makes available through the Integration Partner's interface, and are Fees under this Agreement. Jeeves may waive or vary the implementation fee and the Platform Fee for Companies that access the Services through an Integration Partner.

viii. **Contracting Jeeves entity.** Company's Account and this Agreement are with the Jeeves entity that is party to this Agreement, whether Company applies directly or through an Integration Partner. Where Applicable Law, an Issuer, or a Third-Party Service Provider requires the Services to be provided to Company by a different Jeeves entity, Jeeves may require Company to accept that entity's program agreement before providing those Services.

ix. **Suspension; end of an integration.** Jeeves may suspend or revoke any API Credentials, or any Integration Partner's access, at any time where Jeeves reasonably determines this is necessary for security, fraud prevention, sanctions or anti-money laundering compliance, Applicable Law, or a requirement of an Issuer or Third-Party Service Provider. If Jeeves's relationship with an Integration Partner ends, or Company stops using it, this Agreement and Company's Account continue unless terminated under this Agreement, and Jeeves may, on Notice, provide the Services to Company directly through the Jeeves Platform or close the Account in an orderly manner.

1. **PAYMENT METHODS**

a. **Payment Method Terms.**

i. Payment Methods Terms include those separate terms and conditions established by Jeeves or a Third Party Service Provider for the use of the Payment Methods, the Services or Third Party Services, as may be provided to Company or made available on our website from time to time. Payment Method Terms may be issued by Jeeves or the Issuer to Company or a User and include relevant program materials provided to Company or User. This Agreement and the Payment Method Terms govern Company's or User's use of the Payment Methods.

ii. Company and Users may only use the Payment Methods if Company, Administrators, and Users consent to any applicable Payment Method Terms and this Agreement.

iii. Payment Method Terms may be updated at any time with or without Notice to Company or Users. Any Notice provided by an Issuer or Third Party Service Provider may be provided through Jeeves or the Account.

iv. Company's or any User's continued use of the Payment Methods constitutes acceptance of revised Payment Method Terms.

b. **Linked Accounts and Third-Party Services.**

i. Jeeves will use Financial Data from Linked Accounts to verify account balances and account information, establish Spending Limits, identify spending patterns and potential fraud, determine Spending Limits, analyze and report transactions, and provide Services to Company.

ii. Company must maintain at least one Linked Account at all times and agree that Jeeves may directly debit this Linked Account for payment of Periodic Statements pursuant to the terms of the PAD Agreement.

iii. Company may change Linked Accounts through the Account.

c. **Spending Limits; Non-Use Fees.**

i. Company Spending Limits are set by Jeeves using, among other things, Company Data including available funds and spending patterns, unbilled volume, future revenue, the nature and history of the Company's business, and anticipated use of Payment.

ii. Jeeves may not disclose exact Spending Limits but may provide guidance identifying whether specific transactions or monthly volumes may exceed any Spending Limits.

iii. Spending Limits are dynamic and may be modified at any time with or without Notice to Company or Users, including temporarily increases or decreases to Spending Limits or reducing Spending Limits to $0.

iv. Administrators may set User-specific limits or controls through the Account, but the aggregate Spending Limit for all Users will not be allowed to exceed the total Spending Limit established for the Company.

v. Jeeves reserves the right to charge a reasonable non-use fee to Company's Account in the event Company's spend fails to exceed the equivalent of $10,000 USD per calendar month or Company does not use its Jeeves Account or Payment Methods for ninety (90) days or Company's Account otherwise becomes inactive.

d. **Requesting and Replacing Payment Methods.**

i. Administrators may request Payment Methods for Users through the Account but will only request Payment Methods for and provide Payment Methods to individuals that are employees or affiliated with or authorized by the Company.

ii. Payment Methods may be denied or canceled due to changes in Issuers' policies, as required by law or regulation, or for other reasons Jeeves determines is appropriate under the circumstances.

iii. Payment Methods may be issued to Users as physical or virtual codes or devices (for example, a Card issued without an associated physical card). By default, new Users will be issued both a physical and virtual Card and will be able to view transactions and manage their Cards through the Account. The forms of other Payment Methods, such as SWIFT, ACH, SPEI, SEPA credit transfer or SEPA direct debit, or Bill Payment, will vary.

iv. Company or User will promptly notify Jeeves and take appropriate measures to prevent unauthorized transactions when a Payment Method is lost, stolen, breached, or needs to be replaced. In such cases, Administrators may request the issuance of replacement Payment Methods by Issuers through the Account.

v. Replacement Payment Methods may have new account numbers that will require updates to information contained on file for any scheduled or recurring payments. If Company does not update the Payment Method for scheduled or recurring payments using replacement Payment Methods, the transactions may not be completed. Company or Users are solely responsible for updating Payment Methods stored with merchants where account numbers have been changed.

e. **Using Payment Methods.**

i. Users may only use Payment Methods for bona fide business-related or commercial Charges.

ii. Company is solely responsible for selecting the individuals in the organization who should have access to the Account, Services, and Payment Methods.

iii. Company agrees to establish and maintain controls designed to ensure that the Payment Methods are only used for bona fide Company purposes and in compliance with Card Network rules.

iv. Company is solely responsible for Charges made by any individuals given access to the Account, Services, and Payment Methods, even if they are not the person associated with or named on the Payment Method.

v. Issuers, Card Networks, or other intermediary Third-Party Service Providers (including merchant acquirers) may Chargeback, Reverse, Return, deny, or decline Charges for any reason. Jeeves is not responsible for any losses, damages, or harm caused by Charges that are subject to Chargeback, Reversal, Return, denial, or decline.

vi. If Company and a merchant have a dispute regarding a Charge identified on Company's Periodic Statement, including delivery of the incorrect goods or services or being charged the wrong amount, Company should first attempt to resolve the dispute with the merchant. If such a dispute is not resolved to Company's satisfaction or if Company believes the Charge is unauthorized, Company may initiate a Chargeback through the Account. The Card Networks have established procedures for resolving Chargebacks that may require that Company provide details of the disputed Charge or associated documentation. Chargebacks resolved in Company's favor may, in Jeeves sole discretion, subject to applicable law, be credited to the applicable Payment Method through the Account on either the current or a future Periodic Statement.

f. **Periodic Statements; Payment by Company.**

i. Company is responsible for payment to Jeeves in full of all Charges, Fees, and Fines.

ii. Jeeves will provide Company with a Periodic Statement identifying Charges, Fees, Fines, Chargebacks, Reversals, Returns, refunds, or other amounts owed or credited to the Account.

iii. Unless otherwise specified in writing by Jeeves, the date on which Periodic Statements will be issued will be provided by Jeeves to Company upon opening of the Account or after Company makes its first transaction in the Account, in each case at Jeeves' discretion. From time to time, Jeeves may change Company's Periodic Statement date by providing reasonable notice to Company. Any Periodic Statement shall be conclusive evidence of the amount owed by Company to Jeeves for the indicated calendar month.

iv. Unless otherwise specified in writing by Jeeves, the Company's Linked Account will be automatically debited on the date set forth in the Periodic Statement for the full amount indicated on such Periodic Statement. The Account will show the credit the business day after payment is received.

v. Jeeves may impose interest, finance charges, or other amounts due or owed on a balance indicated on a Periodic Statement. Jeeves reserves the right to terminate any Account, and discontinue any Payment Method, in the event that Company fails to make full payment of the amounts owed on a Periodic Statement on the date payment was due pursuant to this Section 4.6.

vi. For foreign currency services, Company's transaction will reflect the net of the total amount transferred, taking into account any positive or negative effect of the foreign exchange rate as determined by Jeeves at the time of the transaction. In addition, for foreign exchanges, Jeeves will use the current exchange FX spot rate at which a currency pair can be bought or sold using prevailing quote for any given currency pair at the time of the transaction and in Jeeves sole discretion. In addition, at Jeeves option, the Company will be required to pay to Jeeves a foreign exchange fee equal to a FX rate, determined by Jeeves, in its sole discretion, multiplied by the gross amount of the transaction. Such FX rate will be provided by Jeeves to Company at the time of the transaction.

g. **Set Off and Collections; Events of Default.**

i. Without limiting anything in Section 4.6 to the contrary, Periodic Statements that are not paid on time may be collected from any Linked Account that is currently linked to the Account; set off against any amount that Jeeves or any of its Affiliates owes Company; or collected from any Wallet under the Collection Authorization in Section 4.8(d), in each case whether the account or Wallet is held alone or jointly with a third party, now or in the future, and even if the original Account has been closed.

ii. This right to set-off may be exercised against Company, its affiliates, any assignees for the benefit of creditors, or receivers. This right will exist even if Jeeves does not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

iii. Any failure to pay the full amount owed to Jeeves when required is a breach of this Agreement. Company is responsible for all costs or expenses that Jeeves, Issuer, or Third-Party Service Provider incurs collecting amounts owed but not timely paid, including legal or collections fees and other amounts permitted under law or regulation.

iv. Upon the occurrence of any default in the repayment in full of any Charges or Fees or other amounts due or owed to Jeeves on a balance, in addition to those remedies permissible by law, Jeeves will have the following rights with respect to Company's Account hereunder: (i) Jeeves may refer such default to the applicable credit reporting agency or bureau, which may impact the Company credit score; (ii) Jeeves may refer the Account to a credit collections agency or to outside legal counsel for the purpose of collecting outstanding amounts, in each case, the fees and expenses of which will be the obligation of Company and will be added to the outstanding amounts due or owed to Jeeves; (iii) Jeeves may limit any additional borrowings by, or disbursements to, Company hereunder or further use of the Services, Account or Payment Methods by the Company hereunder; (iv) Jeeves may adjust the terms of the Services, without Notice to Company of any such changes; (v) Jeeves may cause Company to accelerate the repayment of the outstanding amounts due or owing to Jeeves in respect of the Services, including by electing to debit Company's business banking account via ACH or other method (in the manner described in Section 4.8 below). In addition, Jeeves shall have all the right, in addition to any other rights provided by law, to enforce its rights and remedies under this Agreement and the documents related hereto. Further, the Company agrees to make any filing and/or notification reasonable requested by Jeeves in order to secure Jeeves's rights to receive payments in accordance with applicable law and the execution and perfection by Company of a non-possessory pledge on any and all rights to underlying recurring payments to Company by its customers in favor of Jeeves.

v. The remedies set forth in Section 4.7(d) are also available upon the occurrence of any of the following events: (i) (1) Company is wound up or dissolved, Company is declared by a

competent authority to be bankrupt or to be wound up or dissolved, Company makes a general assignment for the benefit of creditors or seeks the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or its assets, Company seeks relief under any federal, national, state, regional, provincial or other governmental division bankruptcy, insolvency, receivership, reorganization or similar law now or hereafter in effect or (2) a resolution is adopted by or on behalf of Company authorizing any of the foregoing in this subsection (1); (ii) an involuntary proceeding is commenced or an involuntary petition is filed seeking (1) liquidation, reorganization or other relief in respect of Company or its debts, or of a substantial part of its assets, under any federal, national, state, regional, provincial or other governmental division bankruptcy, insolvency, receivership, reorganization or similar law now or hereafter in effect or (2) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or for a substantial part of its assets and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing in this subparagraph (2) shall be entered (each of (1) and (2), an "Insolvency Event"); (iii) Company fails to pay any amounts due or owing to Jeeves in full on or before its corresponding payment date or a default occurs otherwise; (iv) Company experiences any material decline in Company's overall financial position or forecasted financial performance (versus Company's projected financial position and/or financial performance, as presented by Company to Jeeves), in each case, as reasonably determined by Jeeves; (v) Jeeves determines that any representation or warranty of Company made herein, other than a representation or warranty that speaks only as of a particular time, is untrue or, in the case of such a representation or warranty that speaks only as of a particular time, that such representation or warranty was untrue as of such time; or (vi) Company fails to comply with any covenant herein (each of the foregoing, and any default described in Section 4.7(d), an "Event of Default").

vi. **Collections Matters; Jeeves Option.** Notwithstanding Sections 5.8 and 5.9, Jeeves (including any successor, assignee, or pledgee of its rights) may, at its sole option, commence and pursue in the courts or before any other competent authority of (a) the country in which the Company is organized, has its principal place of business, or holds assets or accounts, or (b) any other jurisdiction in which the Company or its assets may be found, any action, claim, or proceeding (including summary, executory, or monitory proceedings available under local law) to (i) collect any amount owed under this Agreement or any applicable order form, including Fees, Credit Line balances, interest, penalties, and costs of collection; (ii) enforce any guaranty, assignment, pledge, or other security; or (iii) obtain provisional, conservatory, or injunctive relief in aid of collection (each, a "Collections Matter"). For each Collections Matter, the Company irrevocably submits to the jurisdiction of the courts or authority Jeeves selects and waives any objection based on venue, inconvenient forum, or the existence of the arbitration provisions of this Agreement. Jeeves may pursue Collections Matters in more than one forum, concurrently or successively, and its election of one forum does not waive its right to use another. The law that governs this Agreement under Section 5.8 continues to govern it in any such proceeding, except to the extent mandatory local law governs procedure or the enforcement of a judgment or security. Nothing in this paragraph prevents the Company from raising defenses in any Collections Matter, but any other claim of the Company against Jeeves remains subject to Sections 5.8 and 5.9.

h. **Auto-Debit Authorization.**

THIS SECTION 4.8 PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT COMPANY'S LINKED ACCOUNTS FOR ALL AMOUNTS COMPANY OWES UNDER THIS AGREEMENT. THE COMPANY MUST READ IT CAREFULLY. UPON JEEVES' REQUEST, THE COMPANY SHALL EXECUTE AND DELIVER A "PAD AGREEMENT," WHICH AUTHORIZES JEEVES TO DEBIT COMPANY'S LINKED ACCOUNT FOR ALL AMOUNTS OWED UNDER THIS AGREEMENT. SECTION 4.8(d) ALSO AUTHORIZES PAYMENT OF PAST-DUE AMOUNTS FROM COMPANY'S WALLETS, AS DESCRIBED BELOW.

- 1. Company authorizes Jeeves or its assigns to collect amounts owed under this Agreement by debiting funds from the Linked Accounts at depository institutions (including banks and credit unions) via ACH. These debits are bound by NACHA rules for business-related ACH debits in the United States and the equivalent rules in the applicable jurisdiction outside of the United States.

2. Jeeves will debit Linked Accounts for all amounts owed to us under this Agreement. If these amounts cannot be collected via ACH for any reason, Company agrees to immediately pay all amounts owed as directed by Jeeves. Company also authorizes Jeeves or its assigns to debit Linked Accounts immediately, on any date, and without additional Notice where (a) the total aggregate balance of Linked Accounts is less than any balance minimums that have been communicated to Company; or (b) Jeeves determines, in its sole discretion, that the Company poses or may pose an unacceptable risk to Jeeves, Issuers, or third parties or no longer satisfies the underwriting criteria used to establish the Spending Limit for Company.

3. To withdraw the debit authorization from a Linked Account, Company must provide Jeeves thirty (30) day advance written Notice and pay all amounts owed on the Account immediately, including Charges and other amounts that may be included in future Periodic Statements. Withdrawal of a debit authorization does not terminate the Agreement or Company's obligation to pay all amounts owed under this Agreement or the Payment Method Terms. Company will be responsible for all costs of collections and damages under this Agreement if amounts owed are not paid by Company as described in this Agreement.

4. **Wallet Collection Authorization.** If any amount owed under this Agreement, including Charges, Fees, interest, and Credit Line balances, remains unpaid five (5) Business Days after its due date, or upon any Event of Default, Company authorizes and instructs each Third-Party Service Provider that holds or operates a Wallet for Company to transfer from that Wallet stablecoins, other digital assets, or funds up to the amount then due, plus related conversion costs and fees, to Jeeves Inc. or to a Third-Party Service Provider acting for it, as payee for the account of the Jeeves entity to which the amount is owed (the "Collection Authorization"). Company will approve, configure, and maintain through the Services any standing instruction, policy, or signature that the Third-Party Service Provider requires to execute these transfers, and will not revoke, disable, or circumvent it except as permitted by Section 4.8(h). Jeeves is not required to give Company prior Notice of a transfer, but will, if reasonably practicable, give Company Notice of the transfer promptly at or after the time it is made.

5. **Conversion and Application.** Any conversion of a transfer into the currency of the amount owed will be performed by a Third-Party Service Provider authorized under Applicable Law to perform it, at the rate and time that it applies, and not by Jeeves or any other Jeeves entity. The net amount, after conversion spreads, fees, and costs, will be applied to the amount owed when it is credited to the Jeeves entity to which it is owed, and Company remains liable for any shortfall. No Jeeves entity other than Jeeves Inc. receives, holds, or converts any stablecoin or digital asset in connection with this Section.

6. **No Custody or Control; Security.** Wallets and the assets in them belong to Company and are held by the applicable Third-Party Service Provider or, for a self-custodial Wallet, controlled by Company. The Collection Authorization is Company's own instruction to that Third-Party Service Provider, and each transfer is executed by the Third-Party Service Provider under its own terms. Nothing in this Section gives Jeeves or any Jeeves entity custody or possession of, or any private key, key share, or signing authority over, any Wallet or the assets in it. The Collection Authorization does not by itself create a lien or security

interest, but it does not limit, and is in addition to, any lien, pledge, security interest, or other security over a Wallet or its assets that Company grants to Jeeves or any Jeeves entity in this Agreement, an order form, a security agreement, or another written instrument, or that Jeeves or any Jeeves entity obtains under Applicable Law, and any such security may be enforced in accordance with its terms and Applicable Law. Jeeves is not liable if a Third-Party Service Provider declines, delays, or cannot execute a transfer, and any amount not collected remains due.

7. **Excluded Wallets.** The Collection Authorization does not apply to any Cashback Wallet (as defined in the InstantPay Agreement) or to stablecoin cashback held in it.

8. **Duration; Withdrawal; Precedence.** The Collection Authorization continues for as long as any amount is owed under this Agreement and survives closure of the Account and termination of this Agreement until all amounts are paid in full. Company may withdraw it only by giving Jeeves thirty (30) days' advance written Notice and paying all amounts owed on the Account, in the same manner as provided in Section 4.8(c). This Section 4.8(d) through (h) is incorporated into the InstantPay Agreement and, with respect to the Collection Authorization only, prevails over any conflicting provision of the InstantPay Agreement.

1. **Stablecoin Corridors, Jeeves Stablecoin Services and Third-Party Services.**

    a. **Jeeves Stablecoin Services; InstantPay Agreement.** Jeeves Inc., from the United States, makes available optional stablecoin pay-in, pay-out, wallet, card, cashback, and earn services to eligible businesses (the "Jeeves Stablecoin Services" or "JSS") under the separate InstantPay Agreement. Except for the Collection Authorization in Section 4.8(d) through (h), the InstantPay Agreement, and not this Agreement, governs JSS. JSS depends on independent Third-Party Service Providers (including wallet and key-management, on-ramp and off-ramp, liquidity, banking, stablecoin issuance, blockchain network, vault and yield, card issuing, and compliance providers) identified by function in Schedule A to the InstantPay Agreement and, to the extent applicable, in Annex I. For purposes of this Section, "Jeeves" means Jeeves Inc. only, and no other Jeeves entity provides, holds, converts, or delivers any stablecoin or digital asset, or is a party to the InstantPay Agreement.

    b. **Use of Third-Party Services for Coin Corridors.** You acknowledge and agree that Jeeves utilizes Third-Party Service Providers, including Bridge (a Stripe company) and its network of sub-service providers and local partners, together with the other providers identified in Schedule A to the InstantPay Agreement, for all money and coin movements related to stablecoin-based cross-border and related transactions, including through Stablecoin Corridors (for example, MXN to USD).

    c. **Disclaimer of Direct Provision.** You understand and agree that Jeeves is not the provider of the underlying payment, money transmission, or digital asset services. Jeeves acts solely as a technology services administrator and intermediary, relaying your payment instructions to Bridge and the other Third-Party Service Providers identified in the InstantPay Agreement and their service providers. All funds and digital assets are at all times held, transmitted, and moved by these Third-Party Service Providers, and not by Jeeves.

    d. **Limitation of Liability.** Third-Party Services, INCLUDING THOSE PROVIDED BY BRIDGE, ARE NOT PROVIDED OR CONTROLLED BY JEEVES. JEEVES DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES, LOSSES, DELAYS, OR DAMAGES CAUSED BY OR IN CONNECTION WITH THESE THIRD-PARTY SERVICES. Jeeves is not responsible for any issues related to the security, integrity, or functionality of the systems of Bridge, any other Third-Party Service Provider, or their service providers.

Jeeves is not responsible for, and makes no representation or warranty with respect to, the acts, omissions, availability, performance, accuracy, or regulatory status of any Third-Party Service Provider. Each Third-Party Service Provider is an independent entity subject to

its own terms, conditions, privacy policies, and regulatory obligations.

- 1. **Responsibility for Compliance.** By using the Stablecoin Corridors, you agree to comply with all terms and conditions set forth by Bridge, each other Third-Party Service Provider, and their respective service providers, in addition to this Agreement. You are solely responsible for understanding and adhering to any legal or regulatory requirements that may apply to your use of these Services.
  2. **No Financial or Investment Advice.** You acknowledge that any information provided by Jeeves regarding Stablecoin Corridors is for informational purposes only and does not constitute financial, investment, or legal advice. You are responsible for consulting with a qualified professional before engaging in any transactions involving digital assets.
  3. **No Deposit Taking or Money Transmission.** You expressly agree that Jeeves is not a financial institution engaged in deposit taking or money transmission under Applicable Law (including U.S., Mexican, and Colombian law). All activities that involve the receipt, holding, and transfer of funds or digital assets are performed by our Third-Party Service Providers, which are duly licensed and authorized to conduct such regulated services. Jeeves's function is limited to providing the software and administrative platform that enables you to interact with these Third-Party Services.

1. **GENERAL TERMS**

a. **Term and Termination.**

i. This Agreement is effective when Company begins an Application for an Account and continues until terminated by either Company or Jeeves, as set forth in this Agreement.

ii. Company may terminate this Agreement by paying all amounts owed and providing thirty (30) days' advance written Notice to Jeeves. Company remains responsible for Charges, Fees, Fines, and other losses caused by Company's action or inaction prior to terminating the Agreement. If Company reapplies or reopens the Account or uses or attempts to use the Services or Payment Methods, Company is consenting to the Agreement in effect at that time.

iii. **Jeeves Termination.** Jeeves may terminate this Agreement, or suspend the Account or Payment Methods, by providing Notice to Company to the fullest extent permitted by law and this Agreement. For the avoidance of doubt, Jeeves may immediately terminate this Agreement without liability by giving Notice:

i. if Company commits a material breach of any of its obligations under this Agreement that is incapable of remedy;

ii. if Company fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement for thirty (30) days after having been required in writing to remedy or desist from such breach;

iii. in the event of a Force Majeure Event that has the effect of preventing Company from performing any of its obligations under this Agreement for a period exceeding one month; or

iv. if Company undergoes an Insolvency Event, to the extent permitted by Applicable Law.

iv. **Jeeves Suspension.** Jeeves's rights to terminate or suspend the Services for additional cause. Jeeves may without notice immediately suspend access to the Services or terminate all or any part of this Agreement or any of the Services if:

i. Company undergoes a Change of Control;

ii. Jeeves has reasonable concerns about, or suspects criminal activity in connection with, the Account or Payment Methods, that any of the Services is being used fraudulently, or Jeeves reasonably believes that Company has fraudulently requested a refund for an unauthorized transaction;

iii. Jeeves reasonably believes Company is in breach of Applicable Law or about to breach an Applicable Law, or Jeeves is required to terminate this Agreement by Applicable Law or a Regulator;

iv. Company has breached this Agreement or Company or its Users has breached any applicable limits or restrictions set out in the User Agreement;

v. Company has given Jeeves false or inaccurate information, a representation or warranty made by Company is incorrect, or Jeeves has been unable to verify any information Company has provided;

vi. Company notifies Jeeves of, or Jeeves suspects or identifies, any suspected or actual unauthorized transactions;

vii. Company has been placed on any national or international restricted or prohibited lists or engages in any business or activity on the Prohibited Activities List, which prevents Jeeves from doing business with Company;

viii. Jeeves suspends or stops all, or part of, the Services, including for technical or security reasons;

ix. Company has not paid or repaid any amounts owing to Jeeves by the date due;

x. one of Jeeves's banking partners, or other service provider necessary to provide the Services or Third Party Services requires Jeeves to terminate this Agreement or any other part of this Agreement; or

xi. Company does not use its Jeeves Account or any Payment Methods for 3 months or Company's Account otherwise becomes inactive.

v. **Notice of suspension.** Where Jeeves exercises a right of suspension or termination under this Section 5.1, Jeeves will give Company notice of such suspension or termination where possible and the reasons for such suspension or termination, either before the suspension is put in place, or immediately after, unless it would compromise Jeeves's reasonable security measures or otherwise be unlawful. Jeeves will provide Company with reasonable opportunity to remedy the reasons for such suspension and use commercially reasonable endeavours to remove the suspension as soon as practicable after the reasons for the suspension have ceased to exist.

vi. Except as otherwise expressly set forth herein, the rights, remedies, duties and obligations of the parties hereunder are intended to, and shall, survive the termination of any ongoing business or commercial relationship between Jeeves and Company in all respects.

b. **Notice and Communication.**

i. Company consents to Jeeves providing Notices under this Agreement electronically and understands that this consent has the same legal effect as a physical signature.

ii. Jeeves will provide Notices regarding activity and alerts related to the Account electronically through the Account, email, and via text or SMS to the contact information provided to us by Administrators and Users. Notices affecting payment and legal terms in the Agreement will be sent to Administrators through the Account or email and are considered received 24 hours after they are sent.

iii. Company understands that it may not use the Services, Payment Methods, or Cards unless Company consents to receive Notices electronically. Company may only withdraw consent to receive Notices electronically by closing the Account.

iv. Jeeves may send Notices to User's mobile phones through text or SMS to the phone numbers Administrators and Users provide. These Notices may include alerts about Services, Payment Methods, Cards or Charges, and may provide Administrators and Users the ability to respond with information about Charges on Payment Methods, Cards, or the Account. Administrators and Users may elect to not receive certain Notices through the Account, but this will limit the use of certain Services and may increase the financial risks to the Company. Company will secure appropriate authorization to send text or SMS messages to Users on the Company's behalf.

v. Administrators and Users are required to maintain an updated web browser and computer and mobile device operating systems to receive Notices correctly. Administrators and Users are responsible for all costs imposed by internet or mobile service providers for sending or receiving Notices electronically.

vi. Company, Administrators, and Users must contact Jeeves immediately if Company is, or believes it is, having problems receiving Notices.

vii. Jeeves will provide the Company with support to resolve general issues relating to the Services and the Account, and Company's use of the latter, through information made available electronically by us. Jeeves's support is also available by contacting us at the following email address: hello@tryjeeves.com.

c. **Limitation of Liability.**

To the fullest extent permitted by law Jeeves is not liable for consequential, indirect, special, exemplary, or punitive damages, lost profits, or lost revenue arising from or related to Company's, or its employees', agents', authorized third parties', representatives', Administrators', or Users', use of or inability to use Services, Payment Methods, or Cards, lost profits or reputational harm, physical injury or property damage, or any other losses or harm arising from or related to this Agreement or the Services, whether or not Jeeves was advised of their possibility by Company or third parties. Jeeves' maximum liability to Company, its employees, agents, authorized third parties, representatives, Administrators, and Users, taken together in aggregate, under this Agreement is limited to the greater of the total amount of Fees actually paid by Company to Jeeves (less any amount of payments made in respect of any event of default) in the twelve (12) months preceding the event that is the basis of the claim or five thousand dollars ($5,000). These limitations apply regardless of the legal theory on which the claim is based. Nothing in this Agreement may be construed as limiting either Party's liability for gross negligence, willful misconduct or breach of obligations deriving from public order rules. Nothing in this Agreement limits or excludes, in relation to Company, its liability for: (a) any sums properly due and payable to Jeeves under this Agreement; (b) a breach by Company of Applicable Laws; (c) any liability arising under any indemnity given by Company under this Agreement; (d) any fraud or fraudulent misrepresentation by Company; or (e) any other act or omission, liability for which may not be limited under Applicable Law. To the extent Applicable Law permits, any claim against Jeeves arising out of or relating to this Agreement must be commenced within one (1) year after the claim arises, or it is waived.

- 1. **Additional Exclusions.**

In addition, Jeeves and its Affiliates shall have no liability in respect of: (a) any loss outside of the direct control of Jeeves and/or any of its Affiliates that arises from the negligence, fraud or wilful misconduct or the insolvency of any third-party correspondent bank, liquidity provider, or other financial institution who is part of the payment network used to provide the Services; (b) the non-execution, or defective execution, of transactions or instructions if any information Company provides in Company's instructions is incorrect or if such non-execution or defective execution arises out of Company's failure or delay in providing Jeeves with the information Jeeves requires in accordance with this Agreement; or (c) any error, mistake or non-performance arising from the payee/beneficiary bank if the payee/beneficiary bank fails to process the payment correctly.

- 1. **Representations and Warranties.**

Company represents and warrants, on its own behalf and on behalf of its Administrators and Users, that:

- 1. Company is and will continuously throughout this Agreement be duly organized and in good standing under the laws of its jurisdiction of incorporation;
  2. Administrators have requisite organizational power and authority to agree to and enter into this Agreement and conduct business and manage Company's Account;
  3. None of the Company, any director, officer, agent or affiliate of the Company is an individual or entity that is, or is owned or controlled by, persons that are: (i) targeted by any Sanctions (ii) located, organized or resident in a country, territory, or jurisdiction that is, or whose government is, targeted for Sanctions, including without limitation, currently Cuba, Iran, North Korea, the Crimea Region of Ukraine, the Donetsk People's Republic Region of Ukraine and the Luhansk People's Republic Region of Ukraine (as of November 18, 2026);
  4. Company and Users will not engage in activities prohibited by this Agreement; and
  5. Company Data provided to Jeeves is complete, accurate, and current.

1. **Disclaimer of Warranties.**

   a. THE SERVICES, JEEVES PROPERTY, AND BETA SERVICES 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 JEEVES SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OF SERVICES, JEEVES PROPERTY, AND BETA SERVICES AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO COMPANY.

   b. THIRD-PARTY 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 SERVICES.

   c. JEEVES DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT (a) SERVICES AND DATA PROVIDED UNDER THIS AGREEMENT ARE ACCURATE OR ERROR-FREE; (b) THE SERVICES WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (c) THE SERVICES WILL BE USABLE BY COMPANY, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (d) SPECIFIC MERCHANTS WILL PERMIT PURCHASES USING CARDS OR PAYMENT METHODS ISSUED BY ISSUER; (e) SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (f) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, EVEN WHEN JEEVES IS ADVISED OF SUCH DEFECTS.

   d. THE DISCLAIMERS OF WARRANTIES SET FORTH HEREIN APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

2. **Indemnification.**

Company agrees to indemnify and defend Jeeves and its affiliates, contractors and Third Party Service Providers, and each of its and their respective officers, directors, employees, agents, successors and assigns (each a "Jeeves Indemnitee") from and against losses incurred by such Jeeves Indemnitee that result from or are related to claims, proceedings, suits, or actions initiated against a Jeeves Indemnitee by any third party due to Company's breach of this Agreement, or an Administrator's or User's breach of obligations owed under this Agreement, a User Agreement, the Payment Method Terms or any other agreements with Jeeves; for amounts owed by Company to third parties; for acts or omissions of Administrators, Users, or other Company employees or agents; for Company's use of Third-Party Services; or for disputes over Charges between Company and merchants.

- 1. **Governing Law and Venue.**

Unless otherwise specified (including in Section 4.7(f)), this Agreement will be construed, applied, and governed by the laws of the State of New York, exclusive of its conflict or choice of law rules except to the extent that US federal law controls. Subject to Section 5.9, all litigation will be brought in the state or federal courts located in New York, New York, unless and to the extent that, as determined by Jeeves, acting reasonably, the circumstances dictate that the laws of a non-U.S. jurisdiction would be more appropriately applied.

By beginning an Application for an Account, each party (i) accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts (and courts of appeals therefrom) for legal proceedings arising out of or in connection with this Agreement; and (ii) expressly submits to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by applicable law, its rights to bring an action in any other jurisdiction that could apply by virtue of its present or future domicile or for any other reason.

- 1. **Binding Arbitration.**

THIS SECTION 5.9 INCLUDES THE COMPANY'S WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND THE COMPANY'S AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. THE COMPANY MUST READ IT CAREFULLY.

- 1. To the fullest extent permitted by law, the parties agree to resolve all disputes arising under or in connection with this Agreement as provided in this Section 5.9 (subject to Section 4.7(f)). Any arbitration or other legal proceeding under this Agreement will only be on an individual basis. Neither party may join with other parties to form a Consolidated Action. Each party waives its right to participate in a Consolidated Action against the other party.

    2. Company and Jeeves agree to first attempt to resolve disputes in good faith and in a timely manner. Where no resolution can be found, disputes will be resolved by arbitration in New York, New York before a single arbitrator, as provided in this section; except that disputes principally arising from protection of intellectual property rights or breach of confidential information, to the extent applicable, will be resolved through litigation in accordance with Section 5.8.

    3. Arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules by one (1) arbitrator. The seat and place of arbitration is New York, New York, and the language is English. The arbitrator will apply the substantive law as described in Section 5.8. The award is final and binding, and judgment on it may be entered in any court of competent jurisdiction; the parties intend that the award be recognized and enforced under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. If the AAA cannot administer the Dispute, either party may petition the US District Court for the Southern District of New York to appoint an arbitrator. The parties acknowledge that transactions under this Agreement may involve matters of interstate commerce and, notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

4. Either party may commence arbitration by providing a written demand for arbitration to the AAA and the other party detailing the subject of the dispute and the relief requested. Each party will continue to perform its obligations under this Agreement unless that obligation or the amount (to the extent in dispute) is itself the subject of the dispute. Nothing in this Agreement affects the right of a party to seek urgent injunctive or declaratory relief from a court of appropriate jurisdiction in respect of a dispute or any matter arising under this Agreement.

5. The prevailing party is entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

6. Proceedings and information related to them will be maintained as confidential, including the nature and details of the dispute, evidence produced, testimony given, and the outcome of the dispute, unless such information was already in the public domain or was independently obtained. Company and Jeeves, and all witnesses, advisors, and arbitrators will only share such information as necessary to prepare for or conduct arbitration or other legal proceeding, or enforcement of the outcome, unless additional disclosure is required by law.

1. **Legal Process.**

Jeeves may respond to and comply with any legal order received related to Company's use of the Account, Payment Methods, or Services, including subpoenas, warrants, or liens. Jeeves is not responsible to Company for any losses Company incurs due to Jeeves' response to such legal order. Jeeves may take any actions it believes, in its sole discretion, are required under legal orders including holding funds or providing information as required by the issuer of the legal order. Where permitted, Jeeves will provide Company reasonable Notice that Jeeves has received such an order.

- 1. **Dispute Policy and Procedure.**

Jeeves is committed to providing its customers with the highest level of service and support. However, there may be instances where Company or a User notifies Jeeves of a Dispute. Company and its Users are subject to the terms outlining the process for handling disputed transactions in a timely and efficient manner, in accordance with Applicable Laws, as set forth on Schedule C.

- 1. **Assignment.**

Jeeves may assign, pledge, or otherwise transfer this Agreement or its rights and powers under this Agreement without providing Notice to Company. Any such assignee will have all rights as if originally named in this Agreement instead of Jeeves. Company may not assign this Agreement or rights provided, or delegate any of its obligations, without Jeeves' express prior written consent.

- 1. **Headings and Interpretation.**

    a. Except where otherwise specified, all references to sections or provisions refer to sections or provisions in this Agreement or the applicable incorporated terms. The phrases "including," "for example," or "such as" do not limit the generality of the preceding provision; the word "or" will be read to mean either ". . . or . . ." or any combination of the proceeding items; and provisions listing items and using "and" require all listed items.

    b. All monetary amounts owed under this Agreement will be made in US dollars (USD) or other currency as agreed to between Jeeves and Company.

    c. This Agreement, including incorporated terms, comprises the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties. In the event that this Agreement is terminated, the Payment Method Terms will immediately terminate.

2. **Changes to this Agreement.**

a. Jeeves may modify this Agreement or provide another agreement governing Company's use of the Account, Services, Payment Methods, or Cards, or any portion of them, by providing reasonable advance Notice. Any Administrator's or User's continued use of the Account, Services, Payment Method, or Cards constitutes consent to the revised Agreement.

b. If Company disagrees with the proposed changes:

i. in circumstances where such changes only affect some (not all) of the Services, Company will have the right to terminate the affected Services by giving notice to Jeeves prior to the date on which such changes are due to take effect (as specified in Jeeves's notice to Company) (the "Change Effective Date"), provided that the remainder of this Agreement will remain unaffected; or

ii. in circumstances where such changes affect all of the Services, Company will have the right to terminate this Agreement as a whole by giving notice to Jeeves prior to the Change Effective Date.

Jeeves will consider that Company has accepted Jeeves's proposed changes if Company does not provide such a termination notice to Jeeves prior to the Change Effective Date. Such changes will become effective on the date specified in the notice from Jeeves or the 31st day following the date of the notice if no date is specified in the notice.

- 1. Jeeves may also make some changes to this Agreement immediately, without prior notice, if such changes: (i) are required by Applicable Law; or (ii) relate to the addition of a new service or extra functionality of Jeeves's Services and do not materially affect terms relating to the existing Services; provided, in each case of (i) and (ii), Jeeves will notify Company of such changes as soon as practicable after such changes are implemented.

2. Company has the option to stop using the Services, or any affected Services, if it does not agree to any changes. If Company continues to use the Services after Jeeves has notified it of or announced any such changes (whether through Jeeves's website or other means), or has not notified Jeeves specifically that it does not agree to these changes, Jeeves will treat Company as having accepted the changes.

3. In order to facilitate the continued and proper operation of the Jeeves platform, make improvements to the Jeeves platform or to comply with Applicable Law, Jeeves may issue updates for the Jeeves platform, including Jeeves APIs or other terms of service, from time to time. Some such updates may require Company to take steps to implement them. Company agrees to implement such updates as soon as reasonably practicable after receipt. In some cases (for example, if there are security risks), Company agrees and acknowledges that it will not be able to use the Jeeves Platform until Company has implemented the update. If Company has not implemented an update within six months of Jeeves releasing it, Jeeves may stop providing some of the Services to Company, by giving Company two months' prior written notice.

4. Any waiver, modification, or indulgence provided by Jeeves to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Agreement for any other or future acts, events, or conditions. Further, any delay by Jeeves in enforcing its rights under this Agreement does not constitute forfeiture of such rights.

1. **Force Majeure.**

Neither party will be liable for any delays in processing or other nonperformance caused by any Force Majeure Event or any other event over which the respective party has no reasonable control. The Party subject to the Force Majeure Event will: (i) promptly notify the other Party of any circumstances which may result in failure to perform its obligations; (ii) use reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance or to mitigate the effect of the Force Majeure Event on the performance of its

obligations; and (iii) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event. This Section 5.15 does not limit or otherwise affect Company's obligation to pay any Fees or other charges or amounts payable under this Agreement.

- 1. **Entire Agreement.**

This Agreement constitutes the entire understanding between Company and Jeeves for the subject matter described and no other agreements, representations, or warranties other than those provided in this Agreement will be binding.

SCHEDULE A – USER AGREEMENT

Date of last revision: November 18, 2026

This User Agreement is between you, the individual identified below as the User, and Jeeves and governs your use of the Payment Methods, Cards and Services under the Agreement entered into between Jeeves and Company. Capitalized terms used in this User Agreement have the meaning provided below in Section 15 or, if not otherwise defined, the meaning set forth in the Agreement.

References to Company refer to the Company responsible for managing the Cards provided to you and Company's associated Account used to manage Payment Methods and Cards on your behalf. By using the Payment Methods, Cards and Services available to you under an Account, you consent to this User Agreement and to receive all communications from Jeeves electronically as described in this User Agreement. We may update or replace this User Agreement with you by posting an updated version to our legal page.

SECTION 8 OF THIS USER AGREEMENT ALSO INCLUDES YOUR WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION IN THE MANNER CONSENTED TO BY THE COMPANY UNDER THE AGREEMENT. PLEASE READ THIS SECTION CAREFULLY AND ONLY CONSENT TO THIS USER AGREEMENT IF YOU UNDERSTAND AND AGREE TO THIS PROVISION.

1. **USE OF PAYMENT METHODS, CARDS AND SERVICES; STATEMENTS.**

    - 1. Prior to using Payment Methods or Cards on behalf of a Company, you will need an Administrator to add you as an authorized User and provide you access to the Account. As a User on an Account, you are required to provide information about yourself— including your name, your email address, and your phone number—as well as create login credentials. We may also ask you to provide information that we may use to verify your identity, as well as additional information that we may require to permit you to use or continue to use Payment Methods, Cards, or Services.
        2. You may only use Cards and Services for bona fide business purposes, such as making purchases on behalf of Company; you are prohibited from using Cards or Services for personal, household, or any other purpose unrelated to Company's business. You are also prohibited from using Cards for the benefit of any individual, organization, or country where it is prohibited by any applicable law and regulation (including, among others, US and UK sanctions, where applicable), if applicable, or whose activities are identified on our Prohibited Activities List that we may update from time to time.

2. **SECURING AND MONITORING YOUR PAYMENT METHODS AND CARDS.**

    - 1. You will keep Cards, Account numbers, Card security features (including the CVV and PIN) and your login credentials secure and will immediately notify your Administrator or Jeeves if you know or believe Payment Methods, Cards, or your login credentials have been compromised or stolen or may be misused. We may suspend your access to Payment Methods, Services, or Cards if we believe your Payment Methods, Cards, or login credentials have been compromised, or if not doing so poses a risk to you, Company, Jeeves, or any third parties.

2. You will review the Periodic Statement associated with your Payment Methods or Cards on no less than a monthly basis and promptly report any unauthorized or fraudulent activity to your Administrator or Jeeves.

3. **COMMUNICATING WITH YOU; TEXT AND MOBILE MESSAGES.**

- 1. Company has an established business relationship with Jeeves. You will receive Notices to the email and mobile numbers provided to Jeeves by you or Company. These Notices may include text or SMS messages providing information or alerts about Services, Payment Methods, Cards, or transactions, and may allow you to provide information back to Jeeves (such as sending a receipt from a transaction). You may elect to not receive certain Notices through the Account, but this will limit the use of certain Services and may increase the financial risks to the Company.

2. You are required to maintain an updated web browser and computer and mobile device operating systems to receive Notices correctly. You are responsible for all costs imposed by internet or mobile service providers for sending or receiving Notices electronically.

3. You consent to receiving Notices electronically to your mobile device and understand that this consent has the same legal effect as a physical signature. If you wish to revoke this consent, please notify your Administrator and contact us.

4. **OWNERSHIP OF JEEVES PROPERTY; FEEDBACK.**

- 1. Jeeves and licensors own the Jeeves Property. You may only use Jeeves Property as provided to you and for the purposes provided in this User Agreement or as otherwise permitted by the Agreement between Company and Jeeves. You may not modify, reverse engineer, create derivative works from, or disassemble Jeeves Property; or register, attempt to register, or claim ownership of Jeeves Property or portions of Jeeves Property.

2. Jeeves grants you a nonexclusive and nontransferable license to use Jeeves Property as provided through the Services and as permitted by this User Agreement. This license terminates upon termination of the Agreement or this User Agreement unless terminated earlier by us.

3. Beta Services may be made available to you. Any Beta Services are provided to you “AS IS” and without warranty. We may use any Feedback about the Services or Beta Services freely and without restriction. Except where specifically notified by us, we will not compensate or credit you for Feedback you provide us.

5. **PRIVACY AND USE OF DATA.**

- 1. We may use any Personal Data you, the Company or third parties provide to us or which we generate for evaluating risk anddeterring fraud, evaluating your eligibility to utilize the Payment Methods, Cards, or Services, internal reporting and analysis, and for any other purposes you or Company authorize or direct. Details on our collection, use, and handling of Personal Data is described in our privacy policy. Jeeves will process your Personal Data as long as you represent the Company and only to provide the Services to the Company. If the Company is an individual and User, processing of data user will be also governed by the privacy rules applicable for the Company. In case of conflict between the privacy rules applicable to the Company and the privacy rules of the User Agreement, the first shall prevail.

2. Jeeves, Third-Party Service Providers, Issuers, and the Card Networks collect Personal Data and Usage Data through your use of the Services, Payment Methods, and Cards. We may use this data to provide Services to you and to assist in underwriting, identification verification, internal reporting and analysis, fraud prevention, dispute resolution, to generate de-identified data, which we may use for the development of products and services, and as otherwise directed by you or as required by law, regulation or card network rules. We may share this data with service providers and other third parties to provide Services and Cards, or as required by law, regulation or card network rules. In addition, by accepting this User Agreement you authorize third parties, which may include your mobile operator, internet service provider, financial institution, government organizations, and other authoritative data sources, to disclose to Jeeves and its data processing partners data only for the purposes of validating your identity and preventing fraud on your account.

6. **TERM AND TERMINATION.**

- 1. Jeeves may terminate this User Agreement, or suspend or cancel Payment Methods or Cards, at any point and for any reason including where directed by the Company or an Issuer, for termination or suspension of the Account, or where we determine in our sole discretion that continuing to provide Services poses an unacceptable risk to you, Jeeves, or third parties.

2. Sections 4 (Ownership of Jeeves Property; Feedback), 5 (Privacy and Use of Data), 6 (Term and Termination), 7 (Limitation of Liability), 8 (Governing Law, Venue, and Dispute Resolution), 10 (Legal Process), and 11 (Assignment), and any other provisions of this User Agreement giving rise to continued obligations of the parties, will survive termination of this User Agreement.

7. **LIMITATION OF LIABILITY.**

The Account is opened by and for the benefit of the Company. All disputes related to your use of Services, Payment Methods, or Cards must be brought by the Company. Jeeves is not liable to you for any direct, consequential, indirect, special, or punitive damages, lost profits, or revenue whether or not you advised us of their possibility. These limitations apply regardless of the legal theory on which your claim is based.

1. **GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.**

Unless otherwise specified, this User Agreement will be construed, applied, and governed by the laws of the State of New York exclusive of its conflict or choice of law rules except to the extent that US Federal law controls. Subject to this, all Disputes will be resolved in the manner described in the Agreement between Company and Jeeves.

Each party (i) accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts (and courts of appeals therefrom) for legal proceedings arising out of or in connection with this Agreement; and (ii) expressly submits to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by applicable law, its rights to bring an action in any other jurisdiction that could apply by virtue of its present or future domicile or for any other reason.

1. **DISPUTE POLICY AND PROCEDURE.**

Jeeves is committed to providing its customers with the highest level of service and support. However, there may be instances where Company or a User notifies Jeeves of a Dispute. Company and its Users are subject to the terms outlining the process for handling disputed transactions in a timely and efficient manner, in accordance with Applicable Laws, as set forth on Schedule C.

1. **LEGAL PROCESS.**

We may respond to and comply with any legal order we receive related to your use of the Services, including subpoenas or warrants. We are not responsible to you for any losses you incur due to our response to such legal order. We may take any actions we believe are

required of us under legal orders, including holding funds or providing information as required by the issuer of the legal order. Where permitted, we will provide you reasonable Notice that we have received such an order.

1. **ASSIGNMENT.**

Jeeves may assign, pledge, or otherwise transfer this User Agreement or its rights and powers under this User Agreement by providing you a thirty (30) days' prior written Notice. Any such assignee will have all rights as if originally named in this User Agreement instead of Jeeves. You may not assign this User Agreement or rights provided, or delegate any of your obligations.

1. **HEADINGS AND INTERPRETATION.**

- 1. Except where otherwise specified, all references to sections or provisions refer to this User Agreement or the applicable exhibit. The phrases “including,” “for example,” or “such as” do not limit the generality of the preceding provision; the word “or” means either “. . . or . . . ,” and provisions listing items and using “and” require all listed items.

  2. This User Agreement, including incorporated agreements, comprises the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties.

2. **CHANGES TO THIS USER AGREEMENT.**

- 1. We may modify this User Agreement or provide another agreement governing your use of Services, Payment Methods, and Cards or any portion of them by providing you thirty (30) days' prior written Notice. Your continued use of Services, Payment Methods, or Cards constitutes your consent to the revised User Agreement.

  2. Any waiver, modification, or indulgence that we provide to you or Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this User Agreement for any other or future acts, events, or conditions. Further, any delay by Jeeves in enforcing rights under this User Agreement does not constitute forfeiture of such rights.

3. **ENTIRE AGREEMENT.**

This User Agreement, including the terms incorporated from the Agreement, constitutes the entire understanding between you and Jeeves for the subject matter described and no other agreements, representations, or warranties other than those provided in this User Agreement will be binding.

1. **DEFINED TERMS.**

Capitalized terms used in this User Agreement are defined as follows:

Account means the corporate account maintained by Company to access Services including reviewing expenses and managing Cards.

Account Data, as applicable means personal or business information that Company and Jeeves provide to Issuer or Card Network to determine your eligibility for an Account or to otherwise permit Issuer to enable the Services and to fulfill its responsibilities to Issuer.

Administrator means the authorized signer for Company that is authorized to manage the Account.

Agreement means the Program Agreement entered into between the Company and Jeeves, as may be amended from time to time.

Beta Services means beta or pre-release products or services that may contain features and functionality that are incomplete or subject to substantial change or discontinuation.

Cards means physical or virtual payment cards issued by an Issuer and managed through Company’s Account.

Card Networks means the payment card networks including Visa, MasterCard, Discover, or American Express.

Charge means a payment for commercial-use goods or services made to a merchant that accepts payments via a Payment Method and which is posted to Company's Account.

Company means the company that applies for the Services, opens and maintains an Account, and that authorizes Users to access and use the Services.

Consolidated Action means class arbitrations, class actions, or other action brought between multiple parties based on the same or similar legal claims, or the same or similar facts.

Feedback means all feedback, suggestions, ideas, or enhancement requests you submit to us.

Force Majeure Event means any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control.

Issuer means the bank or other financial entity (as permitted by law) that is a member of the Card Network indicated on Cards and is responsible for issuing or otherwise providing the Cards.

Issuer Platform means Issuer's proprietary Card payment processing and program management technology.

Jeeves, us, our, or we mean Jeeves Inc.

Jeeves Property means the Services and related technology; Jeeves Data (as defined in the Agreement); and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property incorporated into each of the foregoing.

Notice means any physical or electronic communication or legal notices related to this User Agreement or the Platform that are provided to you through text or SMS, email, your Account, or by other means.

Periodic Statement means the periodic statements identifying transactions and amounts owed or credited to the Account during each billing cycle.

Personal Data means data that identifies or could be reasonably used on its own or in combination with other data to identify a natural person.

Prohibited Activities List means the list of prohibited businesses and activities posted to our website and updated from time to time that may render Company ineligible for an Account.

Services means the expense and corporate card management services and other services provided by Jeeves through the Account.

Third-Party Services means services and data provided by third parties connected to or provided through Services.

Third-Party Service Provider means a third party that assists us in providing the Services to you, that supports our internal operations, or that provides other services related or connected to, or provided through the Services and an Account.

Usage Data means information we collect when you visit our website and use the Services and Cards, and that may contain Personal Data.

User, you, or your means the employee, contractor, agent, or other person executing this User Agreement who is authorized by Company to use Services or Cards under an Account.

User Agreement means this User Agreement, as amended by Jeeves from time to time.

1. **ADDITIONAL ISSUER PROVISIONS.**

The following provisions apply if an Issuer is a Third-Party Service Provider with respect to the Services you receive. For purposes of this Section 16, the use of "we," "us," "our" and "ours" shall refer to Issuer.

- 1. Card Terms.

    a. **Card Usage Terms.** Authorized Users may only use Cards for bona fide business purchases, for valid and lawful purposes, and must not use Cards for personal, family or household purposes, or for cash advances or withdrawals. All Cards remain Issuer's property and must be returned to us upon request. We may cancel, revoke, repossess or restrict the use of any or all Cards at any time. We may decline to authorize or reverse Charges, and we may suspend Cards, for any reason including violation of this User Agreement, suspected fraud, or creditworthiness issues. We are not responsible for losses resulting from declined or reversed Charges. Merchants typically accept all Card Network-branded Cards; however, we are not responsible and will have no liability if a merchant refuses to honor a Card or accept a Card Transaction.

    b. **Declined Card Transactions.** We reserve the right to decline Card Transactions with prohibited merchants. When a User uses a Card (or Card number) to initiate a Card Transaction at a hotel, restaurant, gas station, rental car company, or another merchant where the final Charge is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final Card transaction amount. The funds subject to the hold will not be available to User for any other purpose until the hold is released.

    c. **Spending Limit.** Prior to activating your Account, Jeeves may establish a Spending Limit, and where desired, Card limits. Jeeves may also establish limitations on the types of merchants with whom Users may enter into Card Transactions, or other authorization controls as the Issuer Platform permits. We may establish and adjust the Spending Limit or Card limit for your Account, Cards or Charges at our sole discretion at any time. Charges will reduce the total Spending Limit and any Charges in excess of the Spending Limit will be declined. We may restrict the maximum amount of any particular Charge and the number of Charges allowed for your Account or Cards, or both.

    d. **Card Limits.** For U.S.-based Services, we may prevent Cards from functioning outside the United States. In the event that Cards are used to make international Charges, Issuer will convert into U.S. dollar the Charges made in a currency other than U.S. dollar. We will select exchange rates from a range of exchange rates available on the date the Charges are cleared over the applicable Card Network; therefore, the exchange rate of the Charge may vary from the exchange rate at the time of the Card Transaction.

    e. **Card Account Holds.** We may decline Card transactions with prohibited merchants or place a hold on available funds in the Account for certain Card transactions, or both. When a hold is placed on a Card account, the funds subject to the hold will not be available to you until the hold is released.

    f. **Non-Usage Fees.** We reserve the right to charge a reasonable non-use fee to the Account in the event spend fails to exceed the equivalent of $10,000 USD per calendar month.

2. Program Requirements and Restricted Activities.

    a. **Compliance with Law.** You must obtain the Services in a lawful manner, and must obey all laws and regulations. As applicable, this may include compliance with domestic and international laws and regulations related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws and regulations relevant to Card transactions.

b. **Restricted Businesses and Activities.** You may not use the Program to enable any person (including you) to benefit from any activities Issuer has identified as a restricted business or activity (collectively, "Restricted Businesses"). Restricted Businesses include use of the Program in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the U.S. Department of Treasury Office of Foreign Asset Control.

3. **Data Privacy.** Issuer processes, analyzes, and manages Personal Data to: (a) enable Jeeves to provide the Services to you and other users; (b) mitigate fraud, financial loss, or other harm to you, other users and Issuer, and (c) analyze, develop and improve our products, systems and tools. Issuer provides Personal Data to third-party service providers, including Issuer and the Card printer, and their respective affiliates, as well as to Issuer's affiliates, to allow us to enable the Services for you and other users. You understand and consent to Issuer's use of Personal Data for the purposes and in a manner consistent with this Section 15. We will only use Account data and Personal Data as required to enable the Services for you, to fulfill our obligations to regulatory authorities, and in accordance with the Issuer Privacy Policy. Protection of Account data and Personal Data is very important to us. The Issuer Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Account data and Personal Data you provide to us. You agree to review the terms of the Issuer Privacy Policy, which we may update from time to time, and which forms part of this User Agreement.

4. General.

a. **Construction, Waiver.** No provision of this User Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. No waiver by any party of any breach of any provision of this User Agreement to be performed by a party will be construed as a waiver of any succeeding breach of the same or any other provision of this User Agreement. We do not waive our rights by delaying or failing to exercise them at any time.

b. **Severability.** If any provision of this User Agreement is determined by any court or governmental authority to be invalid, illegal, or unenforceable, this User Agreement will be enforced as if the unenforceable provision were not present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

c. **Force Majeure.** Neither party will be liable for any delays in processing or other nonperformance caused by any Force Majeure Event or any other event over which the respective party has no reasonable control. The Party subject to the Force Majeure Event will: (a) promptly notify the other Party of any circumstances which may result in failure to perform its obligations; (b) use reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance or to mitigate the effect of the Force Majeure Event on the performance of its obligations; and (c) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event. This Section 16(d)(iii) does not limit or otherwise affect Company's obligation to pay any Fees or other charges or amounts payable under this Agreement.

d. **No Agency; Third-Party Services.** Except as expressly stated in this User Agreement, nothing in this User Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with Issuer. Each party to this User Agreement is an independent contractor.

SCHEDULE B – PROHIBITED ACTIVITIES LIST

Date of last revision: November 18, 2026

Prohibited Businesses and Persons

The following may not open or attempt to open an Account with, or utilize Services provided by Jeeves:

- Any individual, entity, or governmental that is, or that is owned or controlled by, any person targeted by Sanctions;
- Entities and persons listed on the specially designated nationals (SDN) list published by the United States Treasury Office of Foreign Asset Control;
- Entities and persons identified for comprehensive financial sanctions by the United States Department of State;
- Any individual or entity that is, or is owned or controlled by, any person that is, located, organized or resident in a country, territory, or jurisdiction that is, or whose government is, targeted for Sanctions, including currently and without limitation, Cuba, Iran, North Korea, the Crimea Region of Ukraine, the Donetsk People's Republic Region of Ukraine and the Luhansk People's Republic Region of Ukraine (as of November 18, 2026);
- Entities, organizations, or individuals subject to economic sanctions and similar measures, including the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada), and the Export and Import Permits Act (Canada), and any regulations thereunder; and
- Entities and persons designated under, listed on, or owned or controlled by a person designated under or listed on, any list of entities or persons who are subject to sanctions under applicable Canadian law.

Prohibited Activities

Companies that are primarily engaged in the following activities will be prohibited from using Services:

- Sale of Schedule I controlled substances with or without a pharmaceutical license, or sale of Schedules II-V controlled substances without a pharmaceutical license, where such schedules are defined by the United States Department of Justice, Drug Enforcement Agency (DEA) or the sale narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety in Canada;
- Production, sale, or distribution of marijuana;
- Production, sale, or distribution of guns, accessories, ammunition, and other weapons;
- Gambling, betting, lotteries, sweepstakes, or games of chance;
- Prostitution or escort services;
- Sale of counterfeit or "gray market" goods or services;
- Get-rich-quick schemes, multi-level marketing, or activities that may be considered unfair, deceptive, or abusive acts or practices (UDAAP);
- Use of Jeeves Services for personal, family, or household use, or any non-commercial use;
- Activities that are illegal or that Jeeves, in its sole discretion, identifies as posing undue risk; or
- Use of the Services in manner that is inconsistent with or prohibited by the Agreement, as determined by Jeeves in its sole discretion.

Restricted Activities

Companies that are engaged in the following activities may be required to provide additional information or documentation:

- Purchase, sale, exchange, custody or mining of cryptocurrency;
- Financial services providers including banks or bank affiliates, securities brokers, or money transmitters; or
- Professional services including law firms or consulting firms.

Please contact us if you are unsure whether your business or activities are permitted by Jeeves.

SCHEDULE C – DISPUTE POLICY AND PROCEDURE

Jeeves is committed to providing its customers with the highest level of service and support. However, there may be instances where Company or a User notifies Jeeves of a Dispute. This policy outlines the process for handling disputed transactions in a timely and efficient manner, in accordance with the laws of the United States. Company and its Users are subject to the terms outlining the process for handling disputed transactions in a timely and efficient manner, in accordance with Applicable Laws, as set forth in this Schedule C.

1. **Reporting a Dispute.**

    - 1. Company and/or its Users may submit a Dispute from the Jeeves Account for any settled card transaction processed through Jeeves Account or Payment Methods. If Company and any merchant have a Dispute regarding a transaction identified on their Account Periodic Statement (a "Disputed Transaction"), including a Dispute regarding the delivery of incorrect goods or services or being charged the wrong amount, Company or its Users should first attempt to resolve such Disputed Transaction directly with the merchant. If the Disputed Transaction is not resolved to their satisfaction or if they believe the transaction is unauthorized, they may initiate a Dispute through their Jeeves Account. Company and its Users understand that the Jeeves Program Agreement is subject to Card Network rules regarding Disputes (such Disputes, "Chargebacks"). The Card Networks have established procedures for resolving Disputes that may require Company or its Users to provide details of the Disputed Transaction or associated documentation. Jeeves' customer support team will be notified of the Disputed Transaction and will work with Company and internal teams to analyze, investigate and determine whether the Disputed Transaction is valid.

    2. Disputed Transactions that are related to disputed charges will be collected on the payment date if they are pending resolution as of the date that payment is due for the applicable statement cycle. Chargebacks or other Disputed Transactions that are resolved in Company's favor may, in Jeeves sole discretion, subject to applicable law, be credited to the applicable Payment Method through the Account on either the current or a future Periodic Statement. Jeeves may also impose Fees, reduce Company's Spending Limits, or suspend access to their Jeeves Account or the Services if they fail to pay charges that are related to Disputed Transactions that are pending resolution on the payment date.

2. **Investigation and Resolution.**

    - 1. Jeeves' customer service team along with the appropriate departments will analyze, investigate and determine whether any Disputed Transaction is valid. In some instances, the Disputed Transaction may be considered invalid based on the guidelines provided by Card Networks, participating acquiring banks, Issuer, or other Third-Party Service Providers. Some common reasons for a dispute being considered invalid include, but are not limited to:

    - The cardholder received the goods or services as described;

- The cardholder authorized the charge;
- The cardholder did not cancel the service or return the goods within the agreed timeframe;
- The cardholder is disputing the charges after a certain period of time;
- The cardholder is disputing a transaction that hasn't been posted on their account;
- The cardholder is disputing a charge that is not a card transaction; and
- The cardholder is disputing the charge for a reason that is not covered by the card network regulations.

1. The Disputed Transaction status will be communicated to the customer; provided, Jeeves is not obligated to notify Company or any User of the specific reason for denying a Disputed Transaction. If Jeeves determines, in its discretion, that a Disputed Transaction is valid, Jeeves will require Company or any User to send compelling evidence to support their Disputed Transaction. Depending on those reasons provided by Company or its Users, the type of evidence required by Jeeves may vary. The investigation is most effective when Company and/or its Users has provided complete information. Company agrees to provide current, complete, and accurate evidence regarding any Disputed Transaction.
2. Jeeves requires Company to compile all the evidence that supports its reason for a Disputed Transaction including, but not limited to:

- The credit card statement showing the disputed transaction;
- The original receipt, service contract, purchase order, or invoice from the merchant;
- Emails or other correspondence that shows evidence that Company made attempts to resolve the problem with the merchant;
- Reasons and other support evidence to believe fraud happened;
- Any other documentation required by the Card Network

1. Jeeves will review the documents provided and communicate with Company throughout the process and keep them informed of the progress as well as the outcome of the Disputed Transaction.

3. **Timeframe.**

Company and its Users must report any Disputed Transaction no more than ninety (90) days after the Disputed Transaction is settled and/or posted to their account. The Card Network does not accept, and Jeeves will not process, any Disputed Transactions reported more than ninety (90) days after the Disputed Transaction or error posted to Company's Account. Jeeves will make every effort to review disputes within thirty (30) days of receiving the Disputed Transaction from Company or its Users.

1. **Fraudulent And Unauthorized Charges.**

Company or its Users must notify Jeeves immediately by emailing us at fraud@tryjeeves.com and assist Jeeves in its investigation if the Company's or its Users' Card is lost or stolen or if it believes an unauthorized person or persons is using their Card or Account without their permission. Company and its Users agree that Jeeves waives any and all limitations on its liability for the unauthorized and fraudulent use of such Cards. It is Company's responsibility to take, and cause to be taken by its Users, appropriate measures to secure their cards, account numbers, login, password, and card security features (including the CVV and PIN, if any). In order to assist Jeeves in its efforts to investigate any stolen Card or Account, Company must provide Jeeves with a copy of the applicable Police Report as soon as it becomes available to Company regarding the stolen card or any alleged identity theft. Below are a few tips Company and its Users can follow to protect the security of their Jeeves card:

- 1. Keep your Jeeves card in a secure location at all times - either in your wallet or in a locked place to restrict unwanted access.
  2. Ensure to store statements and receipts with your Jeeves card information in a safe location.
  3. Update your passwords frequently on your computers, mobile devices, and online accounts.
  4. Only add trustworthy employees as authorized users on your Jeeves account.
  5. Create and set up policies for authorized users so they know which types of transactions are allowed on the account and the steps to take in the event of a lost or stolen card.
  6. Review your statements on a monthly basis and check your Jeeves account activity a couple of times per week. This will help ensure that you detect unauthorized charges quickly if it happens.
  7. Notify us in advance if you'll be traveling or if your address has changed.
  8. Contact us immediately if your card or any of your employees' Jeeves card is lost or stolen.

1. **Dispute Outcome.**

Dispute outcomes are communicated to Company via email. In the event that we previously issued provisional credits to Company's Account and the Disputed Transaction is found in favor of the merchant, Jeeves reserve the right to reverse the provisional credits from Company's Account. If the Disputed Transaction is found in favor of Company, Company will keep the provisional credits that were issued previously and no further action is necessary.

1. **Finality of Decision.**

The decision of Jeeves regarding any Disputed Transaction or other Disputes is final and binding on Company and its Users.

1. **Continuous Improvement.**

Jeeves will continuously review and improve its Dispute Policy and Procedure and its Chargeback process to ensure that Jeeves provides the best possible service to its customers.

SCHEDULE D – ADDITIONAL SERVICES (JEEVES CASH SERVICES)

WHEREAS: It is the intent of the parties to provide to the Company Jeeves' electronic card versions of its credit, debit and/or prepaid cards, or other digital money storing services, online services, online platform and software management tools, which (a) allows the Company (and its Users) to make electronic transactions with other business parties using a digital means for transferring funds or making transactions for goods and services, and (b) allows the Company (and its Users) to securely store digital versions of payment methods, store funds and track payment histories (as defined in the Program Agreement, "Jeeves Digital Services"). The Company intends to use Jeeves Digital Services for its eligible business-to-business payment transactions, which may include foreign currency conversions ("Jeeves Cash Services"). As such, the "Services" provided under the Program Agreement shall include Jeeves' provision of Jeeves Cash Services hereunder.

1. **Definitions.**

The following definitions shall apply to this Schedule:

"Transaction Fee": The transaction fee quoted by Jeeves to the Company at the time of the transaction. "FX Fee": The FX fee quoted by Jeeves to the Company at the time of the transaction.

1. **Effective Date; Duration.**

This Schedule D shall be effective as of the date Company first uses the Jeeves Cash Services. Jeeves may terminate Jeeves Cash Services at any time.

1. **Jeeves Cash Services.**

The Company may request access to the payment product through Jeeves Cash Services so that, upon instruction from the Company, Jeeves shall make, in the name and on behalf of Company, (a) deposits or payments to suppliers, vendors or other third-party service providers or (b) transfers for other purposes permitted by Jeeves, in its sole discretion, in each case, as indicated by Company, and which will either (i) be credited against the Company's prepaid amount held in the Company's account or (ii) be debited from additional funds paid by Company upon initiation of the transaction through the Company's Jeeves Digital Services dashboard. As consideration for the Jeeves Cash Services, the following will be paid by applying the applicable fees to the total transaction amount at the time the Company initiates the transaction:

- 1. For each transaction made through Jeeves Cash Services, the Company shall pay Jeeves the Transaction Fee, calculated and paid on the date of, and at the time of, the transaction. Such Transaction Fee will be remitted through the Jeeves Digital Services dashboard and/or netted from the total amount of the transaction.

  2. For foreign currency services made through the Jeeves Cash Services (i.e., payments made requiring cross-border services), the Company shall pay Jeeves the FX Fee, calculated on the date of, and at the time of, the transaction. Such FX Fee will be remitted through the Jeeves Digital Services dashboard and/or netted from the amount of the transaction. In addition, any foreign currency transaction will reflect the net of the total amount transferred, taking into account any positive or negative effect of the foreign exchange rate as determined by Jeeves at the time of the transaction. For foreign exchanges, Jeeves will use the current exchange FX spot rate at which a currency pair can be bought or sold using prevailing quote for any given currency pair at the time of the transaction and at Jeeves sole discretion.

  3. With regard to new or increased fees imposed by any Third Party Service Providers (as defined in the Program Agreement), including Card Brands, Sponsors or other financial services companies providing support for any Jeeves Services provided hereunder or under the Program Agreement, including but not limited to interchange fees, assessment fees, transaction fees, FX fees, and other costs or fees, Jeeves reserves the right to pass through to the Company, as appropriate, such increased or additional costs or fees. Jeeves will make commercially reasonable efforts to provide Company notice of any such increases.

  4. The Company's admins will be able to access its historical monthly transactions and payments through its Jeeves Digital Services dashboard.

  5. Jeeves Cash Services may not be used by the Company to make certain transactions, which will be determined in Jeeves sole discretion. In such cases, Jeeves may immediately reject the transaction request and may deactivate the Jeeves Cash Services temporarily or definitely. For the avoidance of doubt, Jeeves Cash Services are not eligible for cashback.

  6. Jeeves Cash Service terms are dynamic and may be modified at any time, including increases or decreases to fees and rates set forth herein. Under the terms of the Jeeves Program Agreement, Jeeves may set or change Jeeves Cash Services terms at its discretion. Upon Jeeves changing any of the rates or fees described herein, Jeeves will notify the Company prior to any transaction.

SCHEDULE E – ADDITIONAL SERVICES (JEEVES PAY SERVICES)

It is the intent of the parties to provide bank-to-bank transfers on behalf of customers utilizing SWIFT, SEPA and/or other local payment processing services under the Program Agreement. Company intends to use Jeeves SWIFT, SEPA and/or other local payment processing capabilities for its eligible business-to-business payment transactions. As such the "Services" provided under the Program Agreement shall include Jeeves provision of SWIFT, SEPA and/or other local payment processing services to Company ("Jeeves Pay Services"). It is therefore understood that (a) all references in the Program Agreement to "ACH" shall be understood to mean "SWIFT,

SEPA and/or other local payment processing services ("Jeeves Pay Services")"; (b) the terms "Bill Payment" and "Payment Method" shall be understood to include "Jeeves Pay Services" for payments or other transactions.

1. **Definitions.**

The following definitions shall apply to this Schedule: "Annual Rate" means the annual rate set forth in the applicable Order Form or communicated to Company through the Account, or such other rate as Jeeves notifies to Company in the Account or the Periodic Statement.

1. **Effective Date.**

This Schedule E shall be effective as of the date Company first uses the Jeeves Pay Services.

1. **Duration of Jeeves Pay Services.**

Either party may terminate the Jeeves Pay Services at any time. In addition, Jeeves may update the Program Agreement to account for the Jeeves Pay Services directly within and in a different manner. In that event, this Schedule E will be automatically terminated, and anything related to the Jeeves Pay Service shall be fully regulated by the updated Program Agreement as notified by Jeeves and accepted and electronically executed by the Company by granting its consent to such update.

1. **Jeeves Pay Services.**

The Company may request access to the payment product through Jeeves Pay Services so that, upon instruction from the Company, Jeeves shall make, in the name and on behalf of the Company, the deposits to suppliers, vendors or other third party service providers indicated by the Company, which will be credited against the Spending Limit (the "Jeeves Pay Service"), and must be paid by the Company by the date set forth in the Periodic Statement, including the amount of the disposition and the rate accrued in accordance with the following:

- 1. For the draws made through the Jeeves Pay Service, the Company shall pay Jeeves the Annual Rate on the amount of the draw, calculated on the date of the draw, which is an annual rate calculated daily over 360 days per year (the "Jeeves Pay Rate").
  2. Unless otherwise indicated in the Periodic Account Statement, the draws made by the Company by means of the Jeeves Pay Services shall be repaid in full within seven (7) days as of the date of issuance of the Statements, including the amount of the transaction plus all accrued Jeeves Pay Rate from the date of the draw until the last day of the month in which said draw was made. The total amount due will be set forth in Company's monthly Periodic Account Statement.
  3. For foreign currency services, the transaction will reflect the net of the total amount transferred, taking into account any positive or negative effect of the foreign exchange rate as determined by Jeeves at the time of the transaction. For foreign exchanges, Jeeves will use the current exchange FX spot rate at which a currency pair can be bought or sold using prevailing quote for any given currency pair at the time of the transaction and in Jeeves sole discretion.
  4. In the event of any delay or non-payment in respect of any of the payments under this clause, the unpaid amounts of the relevant draw shall incur a default rate.
  5. In the event the Company decides to prepay the balance corresponding to the amount of the Spending Limit used as Jeeves Pay Service, the Company shall pay the Jeeves Pay Rate accrued in full. That is, prepayment will not exempt the Company from payment of the Jeeves Pay Rate, which shall be paid until the cut-off date of the corresponding month in which the draw was made.
  6. Company's admins will be able to access its monthly statement through its Jeeves accounts; such statements will be posted monthly. Jeeves will otherwise communicate with Company via the Company Email. Any change of email for invoicing or other purposes shall be notified in writing by the Company to

Jeeves at least 30 calendar days in advance, otherwise the invoices or other notices shall be deemed received by the Company in the initially informed email.

7. Jeeves Pay Service may not be used by the Company to make the transactions set forth below, in which case Jeeves shall immediately reject the transaction request and may deactivate the Jeeves Pay Service temporarily or definitely. For the avoidance of doubt, Jeeves Pay is not eligible for cashback. The Company may not use Jeeves Pay Service for:

- sending money to Company's bank accounts, admin's bank accounts, employees' or family members' bank accounts.
- payroll payments to Company's employees and/or payments to Company's shareholders.
- payments to Company's subsidiaries or affiliate companies or any other related party.
- payment of credit obligations to any bank or any other financial services third party

1. Jeeves Pay Service terms are dynamic and may be modified at any time, including increases or decreases to fees and rates set forth herein. Under the terms of the Program Agreement, Jeeves may set or change Jeeves Pay Service terms at its discretion. Upon Jeeves changing any of the rates described herein, Jeeves will notify Company prior to any transaction.

ANNEX I – THIRD-PARTY SERVICE PROVIDERS

Third-Party Service Provider means a third party that assists Jeeves in providing the Services to Company, that supports Jeeves internal operations, or that provides other services related or connected to, or provided through the Services, an Account, or Payment Method, including those "Third-Party Service Providers" set forth below:

USA & Canada

Card Services: USA: The Jeeves Visa Prepaid Card is issued by Pathward, N.A., pursuant to a license from Visa U.S.A. Inc. Canada: The Jeeves Mastercard® is issued by Peoples Trust Company pursuant to license by Mastercard Incorporated. Card service providers include, Mastercard and/or Visa, via Routefusion, Stripe and Marqeta.

Payment Services: USA: United States payment services are provided through Airwallex US, LLC (NMLS #1928093). Airwallex is licensed or authorized to do business as a money transmitter in most states. For some U.S. customers, Airwallex partners with Evolve Bank & Trust (member FDIC) to provide payment services. Customers in each respective state can click here for information about filing complaints about Airwallex's money transmission or currency exchange products and services and here for customer support. Canada: In Canada, Airwallex is licensed or authorized to do business as a registered Money Services Business.

Tokenization: Anywhere GooglePay and ApplePay are utilized and accepted, Jeeves offers such services through contractual relationships with Google and Apple.

European Union

Card Services: Card service providers include, Mastercard and/or Visa, via Routefusion and Stripe.

Payment Services: Payment services are provided through Airwallex. Airwallex is licensed or authorized to do business as an Electronic Money Institution (EMI) license holder in the EU.

United Kingdom

Card Services: Card service providers include, Mastercard and/or Visa, via Routefusion and Stripe.

Payment Services: Payment services are provided through Airwallex. Airwallex is licensed or authorized to do business as an Electronic Money Institution (EMI) license holder in the UK.

The Relevant Principal in the UK is Yapily Connect Limited which is authorised by the Financial Conduct Authority as an authorised Payment Institution (FRN: 827001) where Jeeves has been appointed as its agent for the provision of Account Information Services (AIS).

Latin America

In the Latin America region, Jeeves provides access to payment, transfer, wallet, cross-border and other transactions services via direct contractual relationships with our licensed and/or regulated product partners, rather than offering regulated services itself, except that, where a Jeeves entity in the relevant country issues cards under its own Card Network BIN or ICA (currently, JVS Inc. México, S.A. de C.V., with use of its BIN assigned to JVS México Soluciones, S.A. de C.V., SOFOM, E.N.R., in Mexico; Jeeves Technologies Colombia S.A.S. in Colombia; and Jeeves Brasil Instituição de Pagamento Ltda. in Brazil, in each case to the extent permitted by Applicable Law and its authorizations), that entity issues the cards under that BIN or ICA together with its licensed processing and banking partners. Jeeves operates throughout Latin America with (i) regulated Tier 1 banks, such as Coopcentral and JP Morgan; (ii) card providers, Mastercard and/or Visa, via Paymentology; and (iii) payment, wallet and transaction service providers, such as Routefusion, to provide financial services to its clients. In Colombia, Jeeves operates through Cobre (Local Transfers) and Coopcentral (Wallet / Card). In Brazil, Jeeves operates through Swap (Card), Bexs (Cross-Border/FX), and QiTech (Wallet / Financing). In Mexico, Jeeves operates through STP (Wallet/Payment).

Stablecoin and Digital-Asset Services (InstantPay Agreement)

Where Jeeves Stablecoin Services are made available under the InstantPay Agreement, the Third-Party Service Providers that Jeeves currently uses or may use include, by function: hosted stablecoin wallets, onboarding, on-ramp and off-ramp, and liquidity: Bridge (a Stripe company) and its affiliates and licensed local partners, including Infinia as a regulated local partner of Bridge in certain territories (including Brazil and Mexico); embedded wallet and key-management infrastructure: Privy (a Stripe company); blockchain network: Tempo; stablecoin issuance and redemption: Circle (USDC) and, if supported, Tether (USDT); cross-border payouts, named USD accounts, FX, and USDC-funded settlement: Routefusion and the sponsor banks and payment partners it works with; fiat on-ramp, off-ramp, conversion, and corridor payouts: OpenFX, Koywe, Cobre, and other regional providers; transaction monitoring, wallet screening, and Travel Rule exchange: TRM Labs, Notabene, and Sphinx; card issuing and card networks: Stripe (Stripe Issuing), Lead Bank, and Mastercard; and, if earn services are enabled, vault infrastructure (Veda) and yield sources (including Ondo (USDY) and Figure (PRIME)). Schedule A to the InstantPay Agreement controls as the list of providers for those services and describes each provider's role.

Artificial Intelligence and Data Providers

Jeeves uses Third-Party Service Providers with embedded artificial intelligence or machine-learning functionality in the following categories: (i) document and data-extraction providers (for example, Ocrolus), used to process receipts, invoices, and bank statements; (ii) underwriting and credit-decisioning providers (for example, Taktile); (iii) fraud and financial-crime detection providers (for example, Sardine); and (iv) generative AI and customer-support providers, used to power AI-assisted support responses, document drafting, and AI Agent Services. Those providers process AI Data on Jeeves's behalf under contractual terms governing their permitted use of that data. Jeeves describes these providers by category and may change them from time to time.