JEEVES INSTANTPAY AGREEMENT

Jeeves Stablecoin Services (JSS): Stablecoin Pay-In, Pay-Out, Wallet, Card, Cashback and Earn Services

Version 3.2 | November 18, 2026

Provided by Jeeves Inc. (United States) · For businesses in the European Union, United States, Canada, Brazil, Mexico and Colombia

IMPORTANT NOTICE

Jeeves provides software, orchestration and connectivity. The wallets, key management, custody, on-ramp and off-ramp, conversion, banking, stablecoin issuance, card issuing and similar services that make a stablecoin transaction possible are provided by independent third-party providers under their own terms, not by Jeeves. Please read Sections 3, 4, 15 and 17 carefully.

Stablecoin balances are not deposits and are not insured or guaranteed. Blockchain transactions are irreversible. The Services are offered to businesses only, by Jeeves Inc. from the United States, and not by any local Jeeves entity.

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1. PARTIES, ACCEPTANCE AND STRUCTURE OF THE AGREEMENT

1.1 **Jeeves.** This Jeeves InstantPay Agreement (Version 3.2, dated November 18, 2026), which is also the Jeeves Stablecoin Services ("JSS") Terms and Conditions (this "Agreement"), is between the legal entity that accepts it ("Company" or "you") and Jeeves Inc., a Delaware corporation with its registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, United States ("Jeeves," "we," or "us") (each a "Party" and together the "Parties"). Jeeves Inc. is the sole provider of the Services under this Agreement. No Local Jeeves Entity is a party to this Agreement or provides any Service, subject only to Section 21.5.

1.2 **What this Agreement covers.** This Agreement governs Company's access to and use of the Services: Pay-In Services, Pay-Out Services, Wallet services, Stablecoin-Backed Cards, Stablecoin Cashback, Earn Services, and any Beta Product or other product that Jeeves makes available under it.

1.3 **Documents that form the Agreement.** The agreement between Company and Jeeves for the Services consists of: (a) this Agreement, including its Schedules; (b) any Order Form; (c) the Fee Schedule; (d) any Stablecoin Cashback Election submitted by Company under Section 7 and Schedule B; (e) the Jeeves Privacy Policy and the Jeeves Acceptable Use and Restricted Business Policy, as published or notified to Company; (f) the Provider Terms, which apply only as stated in Section 4; and (g) any Addendum.

1.4 **Standalone Agreement; Order Forms; Addenda.** This Agreement is a complete, standalone agreement. Company may begin using a Service upon accepting this Agreement, together with any Order Form for that Service. No further document is required. An Order Form is limited to commercial terms (such as pricing, corridors, currencies, permitted Digital Assets, service levels, and launch dates) and will not modify the legal, liability, indemnification, confidentiality, data protection, or compliance terms of this Agreement unless it (a) expressly identifies the specific section being modified and (b) is signed by an authorized signatory of Jeeves with authority to amend this Agreement. The Parties may, at any time after the date of this Agreement, enter into a written Addendum to add a new Service, Territory, or bespoke terms for a specific product or use case, whether developed with Company or adopted more generally by Jeeves. Each Addendum, once signed or accepted by both Parties, supplements this Agreement and governs only to the extent, and only for the Service, Territory, or use case, that it expressly states.

1.5 **Order of precedence.** If documents conflict, the following order applies: (i) mandatory provisions of Applicable Law; (ii) an Addendum or Order Form that validly modifies this Agreement under Section 1.4; (iii) this Agreement; (iv) the Fee Schedule; and (v) the other documents listed in Section 1.3. As between Company and Jeeves, no Provider Term expands Jeeves's obligations or liability, and no Provider Term overrides Sections 4, 15, 17, or 20.

1.6 **Acceptance.** Company accepts this Agreement by clicking to accept, by signing it, by activating a Wallet or any other Service, or by submitting any instruction through the Services, whichever occurs first. The individual accepting on Company's behalf represents that he or she is authorized to bind Company. Company's acceptance is a binding electronic signature to the fullest extent permitted by Applicable Law (see Section 21.9). Company may also accept this Agreement through the interface of an Integration Partner, as described in Section 8.14.

1.7 **Relationship to Credit Program Agreements and other Jeeves agreements.** This Agreement is separate from, and does not amend, any Credit Program Agreement or other agreement between Company and Jeeves Inc. or any Local Jeeves Entity. Local Jeeves Entities are not parties to this Agreement and do not provide any Service (see Section 12.2). Company's eligibility for, and the origination, maintenance, and terms of, any credit or card product are not conditioned on Company's acceptance of this Agreement, its use of any Wallet, or its election of Stablecoin

Cashback. Section 8.12 applies to Company's Wallets in respect of amounts owed under any Credit Program Agreement, notwithstanding the first sentence of this Section.

2. DEFINITIONS

Capitalized terms have the meanings below. Other capitalized terms are defined where they first appear.

Term	Meaning
Addendum	A written addendum that the Parties may enter into after the date of this Agreement, as described in Section 1.4, to add a new Service, Territory, or bespoke commercial or legal terms for a specific product or use case.
Affiliate	With respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with it.
API Credentials	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 Credentials that can be used to submit a Transaction are also Wallet Credentials.
Applicable Law	All statutes, regulations, rules, orders, directives, license conditions, and guidance of any governmental or regulatory authority that apply to a Party, a Third-Party Provider (as it relates to the Services), a Transaction, or a Territory, including laws relating to payments, banking, e-money, virtual or digital assets, anti-money laundering ("AML"), counter-terrorist financing ("CTF"), sanctions, foreign exchange, capital controls, taxation, export control, anti-corruption, consumer protection, and data protection.
Authorized User	An individual whom Company authorizes to access the Services or to submit instructions on Company's behalf.
Beta Product	Any Service, feature, or functionality that Jeeves designates in writing (including in an Order Form, release notes, or the Jeeves platform) as offered on a beta, pilot, early-access, limited-release, or similar pre-general-availability basis.
Blockchain	A distributed ledger on which Digital Assets are issued, recorded, and transferred, including Ethereum, Solana, Tron, and Base, in each case to the extent supported by the Services from time to time.
Blocked Address	A Digital Asset wallet address that Jeeves or a Third-Party Provider identifies, using sanctions or risk-screening tools, as associated with a sanctioned person, illicit activity, or another prohibited use.
Card; Stablecoin-Backed Card	A payment card, physical or virtual, issued by a Card Issuer and run on a Card Network; and a Card whose available funds are supported by Stablecoin balances, as described in Section 3.8.

Term	Meaning
Card Features; Card Terms; Fee Disclosures	Respectively, the functionalities and benefits described in Section 3.9; the separate terms of a Card Issuer or other Third-Party Provider described in Section 3.8(c); and the fee disclosures described in Section 3.9(b).
Card Issuer; Card Network; Network Rules	Respectively, the regulated bank or other institution that issues a payment card in connection with a Service; the payment card network (such as Visa or Mastercard) on which it runs; and that network's operating regulations, rules, and standards as in effect from time to time.
Cashback Credits	Cashback or rewards that Company earns under a Credit Program Agreement and that Company has elected, under Section 7, to receive as Stablecoin Cashback.
Cashback Wallet	A Wallet that Jeeves or a Third-Party Provider designates for the receipt of Stablecoin Cashback and that is subject to the restrictions in Section 7.4.
Collection Authorization	Has the meaning given in Section 8.12.
Confidential Information	Has the meaning given in Section 14.3.
Credit Advance	Has the meaning given in Section 8.10.
Credit Program Agreement	Any credit, card, expense-management, or similar program agreement between Company and Jeeves Inc. or a Local Jeeves Entity, including any under which Company is extended credit or earns cashback or rewards. It also includes the cardholder or credit terms of a Card Issuer that extends credit to Company in a program for which Jeeves acts as program manager or servicer (a "Bank Credit Program"), and references to amounts owed under a Credit Program Agreement include amounts owed to that Card Issuer or its assignee.
Digital Asset; Stablecoin	Any digital representation of value, including a fiat-referenced or asset-referenced token such as USD Coin ("USDC"), that is used by Jeeves or its Third-Party Providers as a settlement, custody, or transmission mechanism in connection with the Services. A Stablecoin is issued by a third party under that issuer's terms. Jeeves is not the issuer of any Stablecoin used in connection with the Services unless it states so in writing.
Earn Services	The Service described in Section 9.
Embedded Wallet	A Wallet created through embedded wallet and key-management infrastructure operated by a Third-Party Provider, in which control of the private key is divided among the Third-Party Provider, Company's Authorized User, and others, as described in Section 5.3. An Embedded Wallet may be referred to in the Jeeves platform as a "JSS Wallet."

Term	Meaning
End User	Any customer, client, payee, payor, or other third party of Company that sends, receives, or otherwise benefits from funds or Digital Assets through the Services.
Fee Schedule; Fees	The Jeeves fee schedule and any pricing in an Order Form or other written pricing provided by Jeeves to Company; and the rates, fees, spreads, and other charges set out in them, including any Fee Disclosures.
Gas Fee	A network fee paid to validators or miners to process a Transaction on a Blockchain. Gas Fees are set by the network and are outside Jeeves's control.
Hosted Wallet	A Wallet hosted by a Third-Party Provider that holds the private keys and the assets under the Third-Party Provider's terms, as described in Section 5.2. A Hosted Wallet that Company opens directly with Bridge, after Bridge's own KYB review and under Bridge's terms, may be referred to in the Jeeves platform as a "Bridge Wallet."
Integration Partner	A third-party platform or technology provider that Jeeves has approved to integrate with the Jeeves API and through which Company accepts this Agreement, accesses the Services, or submits instructions. An Integration Partner is not a Third-Party Provider unless Schedule A identifies it as one.
Irreversible Transaction	A Transaction that has been broadcast to and confirmed on a Blockchain and that cannot be reversed, recalled, cancelled, or amended.
Jeeves API	Jeeves's application programming interfaces, sandbox environments, and related technical documentation through which the Services are made available.
Jeeves Group	Jeeves Inc. and its Affiliates from time to time.
JSS; Jeeves Stablecoin Services	The Services. A reference in the Jeeves platform, an Order Form, a Credit Program Agreement, or any Provider Terms to JSS, to the Jeeves Stablecoin Services Terms and Conditions, or to the Jeeves Stablecoin Wallet Services Terms and Conditions is a reference to this Agreement.
Lender	Has the meaning given in Section 8.10.
Local Jeeves Entity	Any member of the Jeeves Group other than Jeeves Inc., including any entity organized in the European Union, Canada, Brazil, Mexico, or Colombia that extends credit, issues cards, or provides other products to Company under a separate agreement.
Order Form	An ordering document, pricing schedule, or similar document that references this Agreement and is accepted by the Parties, and that sets out commercial terms for one or more Services.

Term	Meaning
Pay-In Services; Pay-Out Services	The Services described in Sections 3.2 and 3.3, respectively.
Provider Terms	The terms, policies, and disclosures of a Third-Party Provider that apply to Company's use of that Third-Party Provider's services, as described in Section 4.3.
Restricted Location	A country, state, or region in which Jeeves or a Third-Party Provider does not, at a given time, make a Service available, as determined by Jeeves and notified to Company, and any country or region that is the subject of comprehensive, country- or territory-wide Sanctions (as of the date of this Agreement, including Cuba, Iran, North Korea, and the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine).
Sanctions	The economic and trade sanctions laws, regulations, embargoes, and restrictive measures administered by the United States (including by OFAC), the United Nations, the European Union, the United Kingdom, and any other authority with jurisdiction over a Party, a Third-Party Provider, or the Services.
Security Incident	A confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, a Party's Confidential Information or personal data processed in connection with the Services.
Services	Collectively, the Pay-In Services, Pay-Out Services, Wallet services, Stablecoin-Backed Cards, Stablecoin Cashback, Earn Services, and any Beta Product or other product that Jeeves makes available to Company under this Agreement, an Order Form, or an Addendum. The Services do not include any Provider Service.
Stablecoin Cashback	The optional feature described in Section 7, under which Cashback Credits are paid to Company in a Stablecoin.
Stablecoin Repayment	Has the meaning given in Section 8.11.
Supported Asset	A Stablecoin on a Blockchain that the Services support at the relevant time, as shown in the Jeeves platform or in Schedule A.
Territory	A country or region in which a Service is made available to Company, including the European Union and European Economic Area, the United States, Canada, Brazil, Mexico, and Colombia.

Term	Meaning
Third-Party Provider; Provider Services	Any independent third party, including any bank, e-money or payment institution, money transmitter, virtual asset service provider, custodian, Stablecoin issuer, wallet or key-management provider, on-ramp or off-ramp or liquidity provider, Card Issuer or Card Network, blockchain, vault, or yield infrastructure provider, KYC, AML, Travel Rule, or fraud-screening vendor, sub-processor, or other processor or subcontractor, that Jeeves or its Affiliates engage or enable, directly or indirectly, to provide or support any Service; and the services that such a Third-Party Provider performs ("Provider Services"), as further described in Section 4 and Schedule A.
Transaction	Any instruction submitted through the Services, or executed by a Third-Party Provider following such an instruction, to send, receive, convert, hold, redeem, or otherwise move Digital Assets or fiat currency.
Travel Rule	The requirement to collect and transmit originator and beneficiary information with virtual asset transfers (FATF Recommendation 16 and local equivalents).
Vault; Yield Source	Respectively, the third-party infrastructure used to aggregate, allocate, or invest eligible balances in connection with Earn Services, and the underlying strategy, protocol, or counterparty from which yield is generated.
Wallet	A Hosted Wallet or Embedded Wallet that a Third-Party Provider creates, hosts, or enables for Company and that is displayed or accessible through the Services. The legal nature of each Wallet, including who controls its keys, is determined by Section 5 and the applicable Provider Terms.
Wallet Credentials	Passwords, device shares, recovery shares or phrases, authentication factors, API keys, and any other means of accessing a Wallet or authorizing a Transaction.

3. THE SERVICES AND JEEVES'S ROLE

3.1 **Provided by Jeeves Inc. from the United States.** Jeeves provides software, orchestration, onboarding, policy, approval, reporting, and connectivity services through which Company can access, instruct, and monitor Provider Services that are performed by independent Third-Party Providers. Jeeves provides the Services from the United States. The wallets, key management, custody, safekeeping, on-ramp and off-ramp, conversion, banking, Stablecoin issuance and redemption, card issuing, and similar services that make a Transaction possible are Provider Services performed by Third-Party Providers, or by their local partners, under their own terms and authorizations, and not by Jeeves or any Local Jeeves Entity.

3.2 **Pay-In Services.** Pay-In Services allow Company to accept and receive incoming payments from End Users or other third parties using Third-Party Provider infrastructure, which may involve receipt of local currency or Digital Assets by a Third-Party Provider, conversion, and settlement to Company's designated account or Wallet, in the currency, corridor, and manner set out in the applicable Order Form or otherwise made available by Jeeves in the Jeeves platform.

3.3 **Pay-Out Services.** Pay-Out Services allow Company to remit or disburse outgoing payments to End Users or other third parties using Third-Party Provider infrastructure, which may include Stablecoin transfers, bank transfers, or other payment instruments issued or supported by a Third-Party Provider, in the currency, corridor, and manner set out in the applicable Order Form or otherwise made available by Jeeves in the Jeeves platform. Where Jeeves makes available a payment that it funds by extending credit to Company (a Credit Advance under Section 8.10), the terms of that credit are set out in a Credit Program Agreement or other written credit terms, and nothing in this Agreement itself extends credit.

3.4 **Wallet services; Hosted Wallets and the Embedded Wallet backup path.** Jeeves makes Wallets available to Company through Third-Party Providers under one of two models, as further described in Section 5. The default model is the Hosted Wallet, under which a Third-Party Provider hosts the Wallet and conducts its own onboarding of Company. Jeeves may also make an Embedded Wallet available as an alternative path where a Hosted Wallet is unavailable to Company, including because the relevant Third-Party Provider has not completed or has declined its review of Company, because a Hosted Wallet is not available in Company's Territory for the intended use, or for operational or regulatory reasons, in each case subject to Company's acceptance of the applicable Provider Terms. Company has no right to a particular Wallet model or Third-Party Provider, and Jeeves may determine, change, and route between models and Third-Party Providers as provided in Sections 4.10 and 5.4.

3.5 **Stablecoin Cashback.** Jeeves offers Stablecoin Cashback as an optional feature on the terms of Section 7.

3.6 **Earn Services.** Jeeves may make Earn Services available on the terms of Section 9.

3.7 **Beta Products and additional services.** Jeeves may, in its discretion, make Beta Products and additional services available from time to time under this Agreement and any Order Form or written terms Jeeves provides for them. For each Beta Product: (a) Company acknowledges that it is still under development and may not be fully developed, error-free, or produce the intended outcomes, and that no such shortcoming is a breach or default by Jeeves; (b) Company will report issues to Jeeves, with reasonably available supporting detail; and (c) Jeeves may, at any time and in its discretion, transition the Beta Product to general availability, which may involve new or amended terms, or discontinue it, in each case without a mandatory prior notice period and without any indemnification obligation arising solely from that transition or discontinuation. Unless Jeeves states otherwise in writing, this Agreement applies to any additional payment or payout feature that Jeeves makes available (such as cross-border payouts or named payment accounts), and the Third-Party Providers that perform it are Third-Party Providers for the purposes of Section 4.

3.8 **Stablecoin-Backed Cards.** The following applies to Stablecoin-Backed Cards:

(a) Jeeves may make available to Company payment cards, physical or virtual, whose available funds are supported by Stablecoin balances held or processed for Company by one or more Third-Party Providers ("Stablecoin-Backed Cards" or "Cards"). Where made available, Stablecoin-Backed Cards may be (i) prepaid, where transactions are authorized and debited against a balance funded in advance, or (ii) post-paid, where amounts charged to the Card are payable by Company after the transaction under the applicable Credit Program Agreement or other written terms that Jeeves provides, in each case as indicated in the Jeeves platform or the applicable Card Terms.

(b) Stablecoin-Backed Cards are payment instruments for all purposes of this Agreement. The holding, conversion, and settlement of Stablecoins in connection with a Stablecoin-Backed Card are Provider Services performed by Third-Party Providers under their own terms, and Sections 4.5 and 17.2 apply to them. A Card Issuer is a Third-Party Provider. Where a Card

draws on Stablecoin balances, a Third-Party Provider converts the needed Stablecoins to fiat currency at or before authorization, at its own rate and timing, and Jeeves is not responsible for conversion timing, rates, failures, declines, or amounts held pending settlement. No Local Jeeves Entity holds, converts, or settles the Stablecoins, including where it acts as program manager, sponsor, or Card Issuer for a Card.

(c) Use of a Stablecoin-Backed Card may require Company and its Authorized Users to accept separate terms of the Card Issuer or other Third-Party Providers (including cardholder, account holder, and privacy terms), as presented during the application or activation flow ("Card Terms"). Card Terms are Provider Terms.

(d) Stablecoin-Backed Cards are available only in the countries, to the Companies, and in the forms approved from time to time by Jeeves, the Card Issuer, the Card Network, and the other Third-Party Providers involved, and subject to Applicable Law. Jeeves may decline, limit, suspend, or discontinue Stablecoin-Backed Cards at any time in accordance with Sections 3.13 and 16.

(e) For matters specific to card issuing, card use, chargebacks, and card fees, the Card Terms, the Network Rules, and any applicable Credit Program Agreement prevail over this Agreement, and this Agreement prevails on matters specific to Wallets, Stablecoins, and Blockchain Transactions, provided that, as between Company and Jeeves, no Card Term expands Jeeves's obligations or liability (Section 1.5).

(f) Secured and unsecured Cards. A post-paid Card is unsecured credit of the Card Issuer or other lender under the applicable Credit Program Agreement, unless that Credit Program Agreement or the Card Terms expressly state that the Card is secured. Describing a Card as "Stablecoin-Backed," or taking Company's Stablecoin balances into account in setting limits, refers to how Company may fund, monitor, or repay the Card. It does not by itself create a security interest in any Wallet or Digital Asset, or give the Card Issuer or Jeeves control over any Wallet or Digital Asset.

3.9 **Card Features, Fees, and waivers.** The following applies to Card Features:

(a) Stablecoin-Backed Cards may include functionalities and benefits (together, "Card Features"), such as ATM cash withdrawals, foreign currency and cross-border transactions, physical Card issuance, replacement or expedited delivery, higher or special limits, and cashback or rewards. Jeeves may add, change, limit, or remove Card Features from time to time in accordance with Section 3.13. Card Features may be enabled for Company, a Card, or an Authorized User, and are subject to the approval and availability of the Card Issuer, the Card Network, and the other Third-Party Providers involved. Cashback or rewards that are Card Features are governed by the applicable Credit Program Agreement or Card Terms and, where Company elects Stablecoin Cashback, by Section 7.

(b) Each Card Feature may carry its own Fees, whether fixed, a percentage, a minimum, or a combination, in addition to any other Fees under this Agreement. These may include amounts charged by the Card Issuer, the Card Network, ATM operators, or other Third-Party Providers that Jeeves passes through. The applicable Fees and related limits will be disclosed in the Jeeves platform, the applicable Card Terms, or another fee disclosure made available to Company ("Fee Disclosures"), and may be set, changed, or added in accordance with Section 10.3. By using a Card Feature after the Fees have been disclosed, Company accepts those Fees.

(c) Jeeves may, in its sole discretion, waive, reduce, rebate, or suspend any Fee that Jeeves charges for a Card Feature, in whole or in part, for any Company, Card, Authorized User, period, or transaction, and may reinstate the Fee at any time on notice under Section 21.7.

A waiver applies only to the specific instance, does not modify this Agreement or create any right to a continued waiver, and does not extend to fees charged by third parties that Jeeves does not control, such as ATM operator surcharges.

3.10 **What Jeeves does not do.** Unless Jeeves states in a signed writing that it holds a specific license and is acting under it, Jeeves does not: (a) hold, control, or have access to private keys, key shares, or Wallet Credentials; (b) hold, custody, safekeep, administer, or take possession of Digital Assets or Company's funds on Company's behalf (amounts received as repayment of a Credit Advance under Section 8.11, or collected under Section 8.12, are payments of Company's debt and not deposits or custody); (c) issue, mint, or redeem Stablecoins; (d) take deposits or maintain accounts for Company; (e) operate an exchange, trading venue, or brokerage, or convert Digital Assets on Company's behalf; (f) transmit Company's money or Digital Assets on Company's behalf (where a beneficiary is paid with a Credit Advance under Section 8.10, the payment is made by the Lender with its own funds, which may include funds that another member of the Jeeves Group has advanced to it, and not with funds of Company); (g) manage portfolios of Digital Assets for Company or give investment advice; or (h) guarantee that any Third-Party Provider will perform. Amounts that Jeeves pays to or for Company from its own funds, including Stablecoin Cashback, are payments of Jeeves's own money and not the transmission of Company's money.

3.11 **Transmission of instructions; no agency.** When Company submits an instruction, Company authorizes Jeeves to transmit that instruction and related data to the relevant Third-Party Provider. The Third-Party Provider alone decides whether and how to execute it under its own terms and compliance requirements. Jeeves acts as Company's technology provider and as a conduit for information, and not as Company's agent, trustee, fiduciary, custodian, or counterparty. Section 8.14 applies to instructions that Company submits through an Integration Partner.

3.12 **Jeeves controls over access.** Jeeves may apply spending limits, approval workflows, screening rules, and other policy controls through the Services, and may suspend or restrict Company's access as described in Section 16. These controls govern what Jeeves will transmit to Third-Party Providers and Company's access to the Services. They do not give Jeeves possession or control of Digital Assets or signing authority over any Wallet, and they do not make Jeeves responsible for any Third-Party Provider's custody, safekeeping, or execution.

3.13 **Changes to the Services.** Jeeves may modify, limit, suspend, discontinue, or replace any Service, feature, Supported Asset, Blockchain, corridor, Third-Party Provider, or Territory at any time, with notice under Section 21.7 where reasonably practicable.

3.14 **Company's independent decision.** Company decides whether, when, and how to use any Service or Provider Service. Company has not relied on any statement by Jeeves about the legal, regulatory, or tax treatment of any Service or Provider Service.

4. THIRD-PARTY PROVIDERS

4.1 **Role of Third-Party Providers.** The Services depend, in every Territory, on an ecosystem of independent Third-Party Providers, including: (a) banks, e-money institutions, and payment institutions; (b) money transmitters and other licensed payment service providers; (c) virtual asset service providers, custodians, and Stablecoin issuers; (d) wallet and key-management infrastructure providers; (e) on-ramp, off-ramp, conversion, and liquidity providers; (f) Card Issuers and Card Networks; (g) vault, protocol, and yield infrastructure providers; (h) KYC, AML, sanctions-screening, Travel Rule, and fraud-prevention vendors; and (i) other processors, sub-processors, and subcontractors. Jeeves passes through to Company the benefit of Provider Services, and the structure of this Agreement, including its allocation of risk, reflects that reliance.

4.2 **Providers are independent.** Every Third-Party Provider is an independent business with its own owners, licenses, systems, terms and conditions, privacy policies, and regulatory obligations. Jeeves selects Third-Party Providers using commercially reasonable judgment but does not control or supervise their performance, and is not their agent, partner, guarantor, or surety, and no Third-Party Provider is Jeeves's agent, partner, or employee. Jeeves does not control, and is not a party to, any agreement between Company and any Third-Party Provider, except to the extent Jeeves expressly states otherwise in writing.

4.3 **Provider Terms; direct relationship.** Company must accept and comply with the terms, policies, and disclosures of each Third-Party Provider whose service Company uses (the "Provider Terms"), including those presented in the Jeeves platform or onboarding flow, listed in Schedule A, or otherwise made available. Provider Terms govern the relationship between Company and that Third-Party Provider, and Company uses each Provider Service under its own direct relationship with that Third-Party Provider. If a Third-Party Provider requires Company to enter into a direct agreement, that agreement, and not this Agreement, determines Company's rights against the Third-Party Provider. Company agrees to comply with the Provider Terms as a condition of using the affected Service, including additional terms that apply to embedded wallet and key-management infrastructure (such as that provided by Privy) and that are presented in the Jeeves platform or otherwise made available by Jeeves or the Third-Party Provider. Company is responsible for reading the Provider Terms, which may differ materially from this Agreement.

4.4 **Identification of Providers; attribution.** Company acknowledges that the Services are provided by Jeeves Inc. together with, and in reliance on, Third-Party Providers, and that the Third-Party Provider responsible for a given feature will be identified in the Jeeves platform, in Schedule A, or in the onboarding flow, including by a "powered by" attribution. Where a feature is described as powered by a Third-Party Provider, that Third-Party Provider, and not Jeeves, performs the related Provider Services. Company will not remove or obscure any such attribution.

4.5 **Jeeves is not responsible for Provider Services.** To the maximum extent permitted by Applicable Law, Jeeves is not responsible or liable for any Provider Service or for any act, omission, delay, error, failure, insolvency, security incident, freeze, hold, closure, rejection, fee, loss of access, or regulatory status of any Third-Party Provider, whether or not Jeeves referred, selected, contracted with, or was paid by that Third-Party Provider. Jeeves also makes no representation or warranty with respect to the acts, omissions, availability, performance, accuracy, or regulatory status of any Third-Party Provider. This includes wallet creation and key management; custody, safekeeping, and recovery of Digital Assets and funds; issuance, minting, redemption, and de-pegging of Stablecoins; on-ramp, off-ramp, and conversion; banking and payment account services; card issuing and processing; screening and Travel Rule exchanges; and any Vault or Yield Source. Section 17 applies to this Section.

4.6 **Provider decisions.** A Third-Party Provider may, under its own terms or Applicable Law, decline to onboard Company, refuse, delay, hold, reverse, or return a Transaction, freeze or close a Wallet or account, request information, or end its service. These decisions are the Third-Party Provider's alone. Jeeves cannot override them and has no duty to challenge, appeal, or reverse them.

4.7 **Issues with Provider Services.** Subject to Section 4.14, any issue, complaint, claim, dispute, or loss that relates to a Provider Service must be raised with, and resolved directly with, the relevant Third-Party Provider, under Company's direct relationship with it and the Provider Terms. Jeeves may, as a courtesy and without obligation, use commercially reasonable efforts to facilitate communication with a Third-Party Provider. Jeeves has no obligation to intervene, assert claims on Company's behalf, fund or guarantee any outcome, or provide any other remedy for a Third-Party Provider's acts or omissions.

4.8 **Provider insolvency or failure.** If a Third-Party Provider becomes insolvent, enters resolution, loses a license, or stops operating, Company's claims, if any, lie against that Third-Party Provider or its estate under the Provider Terms and Applicable Law. Jeeves does not insure or backstop those claims, and recovery may be delayed, partial, or nil.

4.9 **Concentration.** Several Third-Party Providers may be owned by or affiliated with the same group, or may share critical dependencies. For example, as of the date of this Agreement, Bridge and Privy are each owned by Stripe, Inc., which also incubated Tempo, and the Yield Sources used for Earn Services may be held in the same Vault. An event affecting that group or dependency, such as a technical failure, a regulatory action, or an insolvency, may affect more than one Provider Service at once. Company accepts this concentration risk.

4.10 **Changes of Third-Party Providers; routing.** Jeeves may add, remove, replace, or reroute Company between Third-Party Providers, including between Wallet models and Wallet infrastructure providers, and may change which Third-Party Provider handles a given Transaction type, Service, or Territory, including where required by a change in Applicable Law, licensing status, commercial terms, or Third-Party Provider performance. Jeeves will give notice where reasonably practicable and where the change materially affects Company's use of a Service. Company may be required to accept new Provider Terms to continue using the affected feature.

4.11 **Information sharing.** Company authorizes Jeeves to share Company's information, its Authorized Users' information, and Transaction information with Third-Party Providers, and authorizes Third-Party Providers to share information with Jeeves, in each case as needed to provide, screen, monitor, report on, and improve the Services and as Applicable Law requires (see Section 14).

4.12 **Third-party beneficiaries.** Each Third-Party Provider, each member of the Jeeves Group, and each of their respective officers, directors, employees, and agents is an express third-party beneficiary of Sections 4, 5, 7.6, 11, 17, and 18 and may enforce them directly against Company, but is otherwise not a party to, or entitled to enforce, this Agreement.

4.13 **Schedule A.** Schedule A identifies, by function, the Third-Party Providers that Jeeves currently uses or may use. It is illustrative, is not exhaustive, is not a representation about any Third-Party Provider's licenses, registrations, or performance, and may be updated by Jeeves from time to time by notice to Company without an amendment to this Agreement.

4.14 **No direct contractual relationship with certain Third-Party Providers.** Certain Third-Party Providers, including Privy, do not enter into, and will not enter into, a direct contractual relationship with Company, notwithstanding Company's use of, or reliance on, the infrastructure, technology, or services that they provide. No such Third-Party Provider owes any contractual duty, warranty, or obligation to Company, and Company has no right of direct recourse against any such Third-Party Provider under this Agreement. Any claim that Company may have arising from a Provider Service is limited as provided in Sections 4.5, 17, and 20, and nothing in this Section makes Jeeves responsible for any Provider Service. If a Third-Party Provider requires or elects to enter into separate terms directly with Company (as contemplated by Section 4.3), the relationship between Company and that Third-Party Provider is instead governed by those separate terms to the extent of any conflict with this Section 4.14, and Company's rights and remedies against that Third-Party Provider, if any, are as set out in those separate terms and not under this Agreement.

5. WALLETS, CUSTODY AND SAFEKEEPING

5.1 **The Third-Party Provider determines the Wallet model.** Each Wallet is created, hosted, or enabled by a Third-Party Provider. The model that applies to Company, either a Hosted Wallet or an Embedded Wallet, is shown in the Jeeves platform or the onboarding flow, and the applicable Provider Terms determine the legal nature of the Wallet and who controls its keys.

5.2 **Hosted Wallets.** In a Hosted Wallet, the Third-Party Provider holds the private keys and the assets, and Company's rights are against that Third-Party Provider under the Provider Terms. Safekeeping, segregation, omnibus or sub-account structure, re-use of assets, insurance, withdrawals, freezes, and recovery are the Third-Party Provider's responsibility. Jeeves is not a custodian, bailee, trustee, or depositary of those assets. For a Hosted Wallet, including a Bridge Wallet, Jeeves only provides access, display, and connectivity, and does not hold any key share in, or have any control over, the Hosted Wallet.

5.3 **Embedded Wallets.** An Embedded Wallet is created through embedded wallet and key-management infrastructure operated by a Third-Party Provider. The Third-Party Provider describes the structure as follows, and Jeeves relies on that description without warranting it: the private key is split into shares (for example, a device share held by Company's Authorized User, a share held by the Third-Party Provider in a hardware-isolated secure environment, and a recovery share held by Company); no single party holds the complete key at rest; and the key is reconstructed only briefly, inside the Third-Party Provider's secure environment, to sign a Transaction after an authenticated instruction. Jeeves does not hold any key share and has no signing authority over an Embedded Wallet. An Embedded Wallet is not an account hosted or maintained by Jeeves. Company accepts the technical, security, and operational risks of this structure, including those described in Section 15.5.

5.4 **Embedded Wallet as an alternative path.** Where Jeeves makes an Embedded Wallet available as an alternative to a Hosted Wallet under Section 3.4, Company acknowledges and agrees that:

(a) an Embedded Wallet may have a different legal, regulatory, and risk profile from a Hosted Wallet, including that the Third-Party Provider operating the infrastructure may not itself be a licensed custodian or may not have a licensed local partner in Company's Territory;

(b) Jeeves may limit the features of an Embedded Wallet, including by not offering a fiat on-ramp, by accepting deposits only from another Stablecoin wallet or only from Jeeves, and by providing off-ramp only through designated Third-Party Providers;

(c) Jeeves may restrict Embedded Wallets to particular uses (such as receipt of Stablecoin Cashback), to particular Companies, or to particular Territories, and may decline to make an Embedded Wallet available;

(d) Jeeves may require Company to move its balances from an Embedded Wallet to a Hosted Wallet, or between Wallets, within a period that Jeeves specifies, which will be no shorter than thirty (30) days unless a Third-Party Provider, a regulator, or Applicable Law requires otherwise; and

(e) Jeeves may change which Wallet model is the default, or withdraw the Embedded Wallet path altogether, as licensing, regulatory, or Third-Party Provider arrangements evolve, without liability to Company.

5.5 **Company's security obligations.** Company is solely responsible for safeguarding its Wallet Credentials. Company will: (a) maintain reasonable administrative, technical, and physical safeguards, including multi-factor authentication where available; (b) limit access to authorized personnel; (c) never share Wallet Credentials with Jeeves personnel or anyone else, including anyone claiming to represent Jeeves or a Third-Party Provider; and (d) notify Jeeves and the relevant Third-Party Provider immediately on learning of any actual or suspected loss, theft, or compromise. Jeeves has no liability for, and Company bears sole responsibility for, any Transaction authorized or signed using Company's Wallet Credentials (including its device share and recovery share), whether or not Company authorized it, except to the extent caused by the fraud, gross negligence, or willful misconduct of Jeeves.

5.6 **Recovery.** Recovery of access to a Wallet, if available, depends on the Third-Party Provider's processes and on Company's recovery materials. Recovery may be slow, may require additional verification, and may be impossible. Jeeves cannot recover, reset, or reconstruct Wallet Credentials and is not liable if recovery fails.

5.7 **Portability.** Where a Third-Party Provider's technology and terms permit, Company may export or continue to access an Embedded Wallet directly with the Third-Party Provider after ending its use of the Services. Jeeves does not promise portability for any Wallet.

5.8 **External wallets.** If Company adds, links, or whitelists a wallet address that is not provided through the Services, Company represents that it owns or controls that wallet, is responsible for its security and legality, and will provide proof of ownership or control when Jeeves or a Third-Party Provider asks. Transfers to external wallets may be limited, delayed, or refused for compliance reasons.

5.9 **No representation on legal classification; segregation.** Jeeves does not represent that any Wallet is a custodial account, a deposit account, or a regulated or safe custody arrangement under any law. Where Applicable Law requires segregation, safekeeping standards, or reporting for client assets, those duties fall on the Third-Party Provider or other regulated entity that holds the assets and not on Jeeves.

6. ELIGIBILITY, ONBOARDING AND ONGOING DILIGENCE

6.1 **Who may use the Services.** The Services are available only to legal entities that: (a) are validly organized and in good standing; (b) have the authority to enter into and perform this Agreement; (c) are not located in, organized under the laws of, or owned or controlled from a Restricted Location; (d) are not, and are not owned or controlled by, a person subject to Sanctions; (e) have passed Jeeves's know-your-business ("KYB") review and, where applicable, each relevant Third-Party Provider's review; and (f) have accepted the applicable Provider Terms.

6.2 **Onboarding information.** Company will provide complete and accurate information and documents that Jeeves or a Third-Party Provider requests, which may include corporate documents, ownership and control information, beneficial owners, directors and officers, business model, expected activity, source of funds and wealth, evidence of business activity (such as recent invoices or contracts), and proof of address dated within the last ninety (90) days, and, for platforms and payment service providers, information on their own customers. A Third-Party Provider may require documents beyond those that Jeeves otherwise collects, may conduct its review before a Wallet is opened without a staged or reduced-diligence alternative, and may issue requests for information after a Wallet is opened. Company will update this information within ten (10) business days after any change and will respond to periodic review requests within the period requested. Jeeves and Third-Party Providers may rely on this information without verifying it independently.

6.3 **No obligation to onboard.** Jeeves may accept or decline any applicant in its discretion. Each Third-Party Provider may run its own review and may decline Company or end its service to Company. Services may be unavailable, limited, or withdrawn for Company if a required Third-Party Provider declines or ends its service, and Jeeves is not liable for that outcome (see Section 4.6).

6.4 **Restricted businesses.** Jeeves may decline or end service to any Company that operates in a business line listed in the Jeeves Acceptable Use and Restricted Business Policy or that Jeeves reasonably considers outside its risk appetite.

6.5 **Authorized Users.** Company is responsible for every Authorized User, for the security of their access, and for every instruction submitted using their credentials, whether or not Company authorized it. Company will remove an Authorized User's access immediately when that individual no longer has authority.

6.6 **No consumers.** Company represents that it uses the Services in the course of its trade, business, or profession and not as a consumer, and that it will not make Wallets or Provider Services available to natural persons for personal, family, or household purposes.

6.7 **Platforms and sub-merchants.** Company may use the Services to serve its own customers or sub-merchants only where Jeeves expressly agrees in writing. In that case Company: (a) must perform, and be able to evidence, identity verification, screening, and monitoring of those parties as Applicable Law and Jeeves's standards require; (b) must not use the Services for payments or transfers that it is not licensed or registered to make; (c) must bind those parties to terms at least as protective of Jeeves and the Third-Party Providers as this Agreement; (d) is fully responsible to Jeeves and the Third-Party Providers for their acts and omissions; and (e) will sign any additional addendum that Jeeves requires. This Section 6.7 does not apply to persons who accept this Agreement and contract with Jeeves directly through an Integration Partner under Section 8.14; where Company is itself an Integration Partner, its obligations to Jeeves for the Jeeves API are set out in its separate written agreement with Jeeves.

7. STABLECOIN CASHBACK

7.1 **The feature.** Stablecoin Cashback is an optional feature under which Jeeves Inc., instead of applying Cashback Credits to Company's account as a local-currency statement credit, pays them to Company in a Stablecoin delivered to a Cashback Wallet. Stablecoin Cashback is offered by Jeeves Inc. from the United States. It is a promotional benefit funded from Jeeves's own resources, and it is separate from any credit, card, or expense-management product. The rate, eligibility, and calculation of Cashback Credits are governed by the applicable Credit Program Agreement and any related order form, and this Section 7 governs only how Stablecoin Cashback is delivered.

7.2 **Eligibility and availability.** Stablecoin Cashback is available only to Companies that Jeeves designates as eligible, which initially are businesses that become credit customers after the date on which Jeeves makes the feature available, and only in the Territories that Jeeves designates and notifies to Company from time to time. Stablecoin Cashback is not available in any Territory, including Brazil, until Jeeves notifies Company that it is. Jeeves may extend, narrow, suspend, or withdraw eligibility or availability at any time. Company must have completed the onboarding and Provider review described in Section 6 before a Cashback Wallet is opened.

7.3 **Election; no tying; reverting.** Company participates only if it elects to do so, by submitting the Stablecoin Cashback Election in Schedule B or the equivalent in-product flow (the "Election"). Participation is voluntary. Company may decline, and Company's credit and card products are not conditioned on, and will not be refused, limited, or priced differently because of, its decision whether to elect. A Company that does not elect continues to receive Cashback Credits in the form provided in its Credit Program Agreement. Company may withdraw its Election on notice, in which case Cashback Credits earned after the effective date of the withdrawal will be applied in the form provided in its Credit Program Agreement. Stablecoin Cashback already delivered to a Cashback Wallet remains subject to Sections 5 and 7.6.

7.4 **Cashback Wallet restrictions.** A Cashback Wallet is dedicated to the receipt of Stablecoin Cashback. Unless Jeeves notifies Company otherwise in writing: (a) only Jeeves, or a Third-Party Provider acting for Jeeves, may fund a Cashback Wallet, and neither Company nor any third party may deposit funds or Digital Assets into it; (b) a Cashback Wallet does not accrue interest, yield, or any other return, and is not eligible for Earn Services; (c) a Cashback Wallet may not be used to pay any amount that Company owes a Local Jeeves Entity, except through enforcement of security described in Section 7.12; and (d) Jeeves may impose additional limits and conditions on a Cashback Wallet, including as to the Territories in which it is available and the Third-Party Provider that hosts it. Jeeves may make a Hosted Wallet or, under Section 5.4, an Embedded Wallet

available as the Cashback Wallet, and the applicable restrictions apply to either model. If the Third-Party Provider declines, suspends, or closes the Hosted Wallet that Company uses as its Cashback Wallet, Jeeves may, in its discretion, make an Embedded Wallet available as the Cashback Wallet or have the corresponding Cashback Credits applied as a statement credit under Section 7.10. Jeeves will give Company at least thirty (30) days' notice before migrating a Cashback Wallet between Wallet models or Third-Party Providers (for example, from a Bridge Wallet to a JSS Wallet), unless a Third-Party Provider, a regulator, or Applicable Law requires a shorter period, and will not require Company to keep two Cashback Wallets at the same time. Section 5.4(d) applies to any such migration.

7.5 **Calculation, funding, and timing.** The amount of Cashback Credits is determined solely under the applicable Credit Program Agreement. Where Cashback Credits are earned in a currency other than United States dollars, Jeeves determines their United States dollar equivalent at the rate applied by the Third-Party Provider in the Stablecoin Cashback workflow on the date of delivery, and delivers that value in a Supported Asset from Jeeves's own funds. No funds or Digital Assets of Company are converted, transferred, or held to pay Stablecoin Cashback, and, notwithstanding Section 10, Jeeves bears all conversion spreads, Third-Party Provider fees, and Gas Fees for delivery to the Cashback Wallet. Any rate shown in advance is indicative, and amounts may be rounded. Jeeves shows the rate, the local-currency amount, and the Supported Asset amount for each delivery in the Jeeves platform or in a statement. Jeeves delivers Stablecoin Cashback to the Cashback Wallet within ten (10) business days after the Cashback Credits for a billing cycle are determined. Delivery is made only to the Cashback Wallet address registered in the Jeeves platform, and Company is responsible for keeping that address current. Delivery may be batched within that period, or delayed or reversed in accordance with Sections 4.6, 7.15, 8.8, and 11. If Company has no active Cashback Wallet on that date, the amount remains an unpaid accrued obligation of Jeeves for up to ninety (90) days pending activation. No balance, account, or segregated fund is established for Company, no interest or yield accrues, and Company cannot withdraw or transfer the amount. After that period, the corresponding Cashback Credits will be applied as a statement credit under Section 7.10.

7.6 **Nature of Stablecoin Cashback; no deposit.** Stablecoin Cashback is a promotional reward granted and funded by Jeeves. It is not Company's money, Company hands no money to Jeeves in exchange for it, and Jeeves has no obligation to repay or return it. Stablecoin Cashback is not a deposit, an account, a security, an investment, a loan, or a payment for services, and no interest or return is promised or paid on it. Delivery is complete, and Jeeves's obligation for that Stablecoin Cashback is discharged, when the transfer is confirmed on the applicable Blockchain to the Cashback Wallet address registered in the Jeeves platform. Once Jeeves has delivered Stablecoin Cashback to a Cashback Wallet, Company's rights in respect of it are rights against the relevant Third-Party Provider under the Provider Terms, and Jeeves has no further obligation or liability in respect of it, including for any later change in value, de-pegging, insolvency or failure of the Stablecoin issuer, failure, delay, fork, or congestion of a Blockchain, freezing, blacklisting, or blocking of the Cashback Wallet address by the Stablecoin issuer or a Third-Party Provider, or other loss, delay, freeze, or inaccessibility.

7.7 **Using Stablecoin Cashback.** Company may move Stablecoin Cashback out of a Cashback Wallet through an off-ramp made available by a Third-Party Provider, or use it to make payments through Jeeves Pay or another Pay-Out Service where Jeeves makes that available, in each case subject to Sections 8 and 11. Off-ramp, conversion, payout, network, and other fees apply as set out in the Fee Schedule or the Provider Terms. Jeeves may, in its discretion and for any period it designates, bear or waive some or all of those fees for Stablecoin Cashback. A waiver applies only to the period and instance it covers and creates no right to a continued waiver.

7.8 **Reversals and adjustments.** Jeeves may reverse, reduce, or adjust Cashback Credits, including Stablecoin Cashback not yet delivered, where the underlying transaction is reversed, refunded, charged back, disputed, or ineligible under the Credit Program Agreement, or where an error occurred. If Jeeves has delivered Stablecoin Cashback that exceeds the amount due, including because of such a reversal, Jeeves may recover the excess by deducting it from future Stablecoin Cashback or by invoicing it directly to Company, and Company will pay that invoice within thirty (30) days. Jeeves will not charge any excess, reversal, or adjustment to Company's card account or credit facility with any Local Jeeves Entity.

7.9 **Taxes, invoicing, and accounting.** The tax, invoicing, reporting, and accounting treatment of Cashback Credits and Stablecoin Cashback varies by jurisdiction and may differ from the treatment of a statement credit. Stablecoin Cashback may be treated as income, a discount, a rebate, or another item, and Company may be required to issue or receive invoices or other documents, to register or report the receipt or conversion of Digital Assets, or to withhold taxes. Company is solely responsible for determining and meeting all such obligations, including any obligation to value Stablecoin Cashback in local currency on the date of delivery, with its own advisors, as set out in Section 10.5. Jeeves may deduct or withhold from Stablecoin Cashback any tax that Applicable Law requires it to deduct or withhold, and any amount so deducted or withheld is treated as paid to Company (see Section 10.6). Jeeves does not provide tax advice and may provide statements or reports for information only.

7.10 **Local-currency statement credit as the remedy.** If Jeeves does not deliver Stablecoin Cashback for any reason, Jeeves's only obligation, and Company's only remedy, is for the corresponding Cashback Credits to be applied as a local-currency statement credit in the form provided in the applicable Credit Program Agreement. Any statement credit under this Section 7 is a credit in local fiat currency, applied by the Local Jeeves Entity that issues Company's card to Company's card account under the applicable Credit Program Agreement on behalf of Jeeves, and does not involve any Digital Asset. Notwithstanding Section 17.4, Jeeves's total liability arising out of or relating to Stablecoin Cashback is limited to the amount of Stablecoin Cashback that has accrued and has not been delivered or applied as a statement credit.

7.11 **Changes and termination.** Jeeves may change, suspend, or end Stablecoin Cashback, or change the Supported Asset, rate source, delivery timing, Cashback Wallet, or Third-Party Provider used for it, at any time, with notice under Section 21.7 where reasonably practicable, including because of a change in Applicable Law, a licensing development, tax treatment, or a Third-Party Provider's decision. If Stablecoin Cashback ends, Cashback Credits earned after it ends will be applied in the form provided in the applicable Credit Program Agreement, accrued and undelivered Stablecoin Cashback will be paid as provided in Section 7.13, and Jeeves will have no liability for the change. Ending Stablecoin Cashback does not reduce Cashback Credits already earned, subject to Sections 7.8 and 7.13(b).

7.12 **Separate from the credit relationship.** No Local Jeeves Entity that extends credit to Company offers, funds, holds, converts, or delivers Stablecoin Cashback, and the credit relationship with any Local Jeeves Entity is governed solely by the applicable Credit Program Agreement. Company's card statements and payment obligations to any Local Jeeves Entity remain in local currency. Jeeves Inc. is the only obligor for Stablecoin Cashback, and no Local Jeeves Entity has any obligation or liability for it, other than applying statement credits under Section 7.10. Any order form or other document between Company and a Local Jeeves Entity that refers to Stablecoin Cashback is for reference only: it does not make that Local Jeeves Entity a provider of, or obligor for, Stablecoin Cashback, and, as between Company and Jeeves, if it differs from this Section 7 on who provides or is obliged for Stablecoin Cashback or how it is delivered, this Section 7 governs, except that the rate, eligibility, and calculation of Cashback Credits remain governed by the applicable Credit Program Agreement (Section 7.1). Section 10.9 applies to Cashback Credits not

yet delivered, including against amounts that Company owes Jeeves Inc. under any Credit Program Agreement. If any amount that Company owes a Local Jeeves Entity under a Credit Program Agreement is past due, Jeeves may, for so long as it remains past due, suspend delivery of Stablecoin Cashback, and may instead have the corresponding Cashback Credits applied as a local-currency statement credit to Company's card account under Section 7.10, which Company authorizes. Any such application is made in local fiat currency under the applicable Credit Program Agreement and does not involve any Digital Asset or any Cashback Wallet. This Agreement does not by itself create any lien on, security interest in, or right of set-off against Digital Assets held in a Cashback Wallet, and the Collection Authorization under Section 8.12 does not apply to a Cashback Wallet. Nothing in this Agreement limits any lien, pledge, security interest, right of set-off, or other security over a Cashback Wallet or the Digital Assets in it that Company grants to Jeeves Inc. or a Local Jeeves Entity in a Credit Program Agreement, order form, security agreement, or other written instrument, or that Jeeves Inc. or a Local Jeeves Entity obtains under Applicable Law, and any such security may be enforced in accordance with its terms and Applicable Law, provided that no Local Jeeves Entity receives, holds, or converts any Digital Asset in doing so. Company will direct all questions about Stablecoin Cashback and Wallets to Jeeves Inc. and the relevant Third-Party Provider and not to any Local Jeeves Entity.

7.13 **Termination and forfeiture.** (a) If Stablecoin Cashback, this Agreement, Company's Election, or the applicable Credit Program Agreement ends, other than as described in paragraph (b), Jeeves will pay all accrued and undelivered Stablecoin Cashback within sixty (60) days, in a Supported Asset to Company's Cashback Wallet or, if delivery in a Supported Asset is not possible or not permitted, as a statement credit under Section 7.10 or, if Company's card account is closed, by transfer to a bank account in Company's name, in each case net of any reversal or adjustment under Section 7.8. (b) Company forfeits accrued and undelivered Stablecoin Cashback, and Jeeves may recover delivered Stablecoin Cashback as provided in Section 7.8, to the extent Jeeves reasonably determines that it was obtained through fraud, abuse, manipulation of eligible spend, or breach of this Agreement. Company also forfeits accrued and undelivered Stablecoin Cashback if this Agreement or the applicable Credit Program Agreement is terminated for cause. (c) Any condition that Company's card or credit account be in good standing for Cashback Credits to accrue or be paid is governed solely by the applicable Credit Program Agreement, and nothing in this Section 7.13 creates any set-off, cross-default, or security interest contrary to Section 7.12.

7.14 **Information sharing for Stablecoin Cashback.** Company authorizes each Local Jeeves Entity that issues Company's card or extends Company's credit to share with Jeeves, including outside Company's jurisdiction, the card spend, account, and Company information reasonably necessary to calculate, deliver, adjust, and report Stablecoin Cashback, and authorizes Jeeves to receive and process that information for those purposes. Company gives this authorization for purposes of any financial secrecy or confidentiality rule that applies to that Local Jeeves Entity, including in Mexico, and of Applicable Law on data protection, including Colombian Law 1581 of 2012 and Law 1266 of 2008. Company represents that it has given any notice and obtained any consent required for personal data of its Authorized Users and personnel to be shared and processed under this Section.

7.15 **Compliance holds.** Without limiting Section 11, Jeeves may delay, withhold, or decline delivery of Stablecoin Cashback if (a) sanctions, AML, anti-fraud, or other compliance screening of Company, its beneficial owners or controllers, the Cashback Wallet, or the Cashback Wallet address identifies a potential match, risk, or concern, including a Blocked Address; (b) information that Applicable Law requires to accompany the transfer, including under the Travel Rule, cannot be obtained or transmitted; (c) a Third-Party Provider or the Stablecoin issuer refuses, blocks, or returns the transfer; or (d) Jeeves reasonably determines that delivery would violate Applicable Law or a Third-Party Provider's requirements. Where the concern relates only to the Cashback

Wallet, the Cashback Wallet address, or a Third-Party Provider, and not to Company, Jeeves may instead have the corresponding Cashback Credits applied as a statement credit under Section 7.10. Jeeves may request information from Company to resolve the matter and need not disclose its reasons where Applicable Law prohibits it. No interest or yield accrues during any hold, and Jeeves has no liability for any delay, withholding, or change in delivery method under this Section. If Applicable Law requires any amount to be blocked, frozen, or surrendered, Jeeves may do so, and Company's entitlement to that amount ends to that extent.

8. INSTRUCTIONS AND TRANSACTIONS

8.1 **Company instructions.** When Company submits an instruction, Company represents and warrants that: (a) the person submitting it is authorized; (b) it is complete, accurate, and lawful; (c) Company has done all due diligence that Applicable Law requires on the recipient, the recipient address, and the purpose of the Transaction; (d) Company has enough balance or available credit to cover the amount and all fees; and (e) the Transaction relates to Company's own bona fide business and not to a prohibited use under Section 13.3. Company will give supporting documents on request.

8.2 **Execution by Third-Party Providers.** Jeeves transmits instructions to the relevant Third-Party Provider, which decides whether and how to execute them. Jeeves may route instructions among Third-Party Providers. Jeeves does not execute Transactions itself and does not guarantee that any instruction will be accepted or executed.

8.3 **Funding.** Company funds Wallets and Provider accounts by sending fiat currency or Supported Assets as the Third-Party Provider instructs. Timing, minimums, cut-offs, and the availability of a fiat on-ramp depend on the Third-Party Provider and the rails involved. Jeeves is not responsible for funds that Company sends to the wrong account or address, or that a Third-Party Provider delays, holds, or returns. Company must send only Supported Assets, on the correct Blockchain, to the correct Wallet address. Assets sent in error, or that are not supported, may be lost permanently, and neither Jeeves nor any Third-Party Provider is obliged to recover them.

8.4 **Conversion, FX, and pricing.** Rates and quotes shown in the Services are indicative until a Third-Party Provider executes the Transaction. The rate that applies is the Third-Party Provider's rate at execution, and it may include a spread over the interbank mid-market rate, which Jeeves or a Third-Party Provider may retain as revenue. A rate is locked only where the Services expressly offer a rate lock for a stated period and Company accepts it. Rates may change between display and execution.

8.5 **Transfers, withdrawals, and payouts.** Transfers, withdrawals, and fiat payouts are subject to limits, velocity controls, cut-off times, screening, and the rules of the Third-Party Providers and rails involved. Company is solely responsible for verifying the beneficiary, address, and payment details before submission. A payment to a beneficiary may be funded by a Credit Advance under Section 8.10.

8.6 **Blockchain Transactions are irreversible.** ONCE A TRANSACTION IS BROADCAST TO AND CONFIRMED ON A BLOCKCHAIN, IT IS PERMANENT AND CANNOT BE REVERSED, CANCELLED, AMENDED, OR RECOVERED BY JEEVES, ANY THIRD-PARTY PROVIDER, OR ANYONE ELSE. JEEVES IS NOT RESPONSIBLE FOR ANY LOSS ARISING FROM: (I) A TRANSACTION SENT TO AN INCORRECT ADDRESS OR ON THE WRONG BLOCKCHAIN; (II) FRAUD, PHISHING, OR SOCIAL ENGINEERING; (III) A TRANSACTION MADE BY AN AUTHORIZED OR UNAUTHORIZED USER OF COMPANY'S ACCOUNT; (IV) LOST OR COMPROMISED WALLET CREDENTIALS; OR (V) ANY OTHER CIRCUMSTANCE THAT RESULTS IN AN UNINTENDED TRANSACTION. COMPANY IS SOLELY RESPONSIBLE FOR CHECKING EVERY ADDRESS AND DETAIL BEFORE SUBMISSION.

8.7 **Finality and settlement times.** Finality is determined by the relevant Blockchain network and the Third-Party Provider, not by Jeeves. Jeeves does not guarantee any processing time. Settlement may be delayed by network congestion, Gas Fee levels, forks, regulatory holds, screening, Third-Party Provider cut-offs, or banking-rail availability.

8.8 **Rejected, failed, or delayed Transactions.** Jeeves and each Third-Party Provider may screen, monitor, block, delay, reject, refuse, or freeze any Transaction, and a Blockchain network may fail to confirm it, including where: (a) a sanctions, AML, or risk flag is raised; (b) a counterparty, address, or Travel Rule data cannot be verified, or more information is needed; (c) a limit is exceeded; (d) Company's account is subject to a hold or regulatory freeze; (e) Applicable Law prohibits or restricts the Transaction; or (f) network conditions prevent broadcast or confirmation. Where a Transaction is rejected or fails, funds are returned to the originating account or Wallet where technically and legally possible, net of fees and costs. Fees may be charged even if a Transaction does not complete.

8.9 **Records.** Balances, histories, and reports shown in the Services are for information. If they differ from a Third-Party Provider's records or the Blockchain, the Third-Party Provider's records and the Blockchain control. Company must review its Transaction records and report discrepancies within thirty (30) days. Jeeves may correct display errors at any time.

8.10 **Payments funded by credit.** When Company requests a payment or payout to a beneficiary through the Services, Jeeves may, in its sole discretion, arrange for the payment to be funded by credit extended to Company (each such payment, a "Credit Advance") by Jeeves Inc. or by the member of the Jeeves Group named as lender in the applicable Credit Program Agreement or other written credit terms (the "Lender"). The Lender pays the beneficiary, directly or through a Third-Party Provider, with its own funds, which may include funds that another member of the Jeeves Group advances to the Lender for that purpose, and not with funds of Company. Company's payment instruction is Company's request for, and acceptance of, a Credit Advance in the amount paid plus applicable fees. Company's obligation to repay arises when the beneficiary is paid. Each Credit Advance is made under, and governed by, the applicable Credit Program Agreement or other written credit terms, which set out its pricing, limits, repayment, default, and collection terms. A Credit Advance is not a Service, and nothing in this Agreement obliges any member of the Jeeves Group to extend credit. Jeeves may make Credit Advances available only to the Companies, in the Territories, and for the payment types that it designates, and may decline, limit, or suspend any request. If a payment funded by a Credit Advance is rejected or returned, the amount returned, net of fees and costs, will be applied to that Credit Advance, and Company remains liable for any balance. The Third-Party Providers and rails that carry a payment to the beneficiary are Third-Party Providers for the purposes of Section 4.

8.11 **Repayment of Credit Advances.** Company will repay each Credit Advance in full when due, without set-off, counterclaim, or deduction, in the currency and manner provided in the applicable Credit Program Agreement or other written credit terms. Where the Lender is Jeeves Inc., repayment may be made by transfer or conversion of Supported Assets or other available balances from Company's Wallet or accounts to Jeeves Inc., or to a Third-Party Provider acting for it. Where the Lender is a Local Jeeves Entity, repayment is made in local fiat currency under the applicable Credit Program Agreement and, where Jeeves makes this available for the relevant Territory, may instead be made by transfer of Supported Assets from a Wallet of Company (other than a Cashback Wallet, see Section 7.4(c)) to Jeeves Inc., or to a Third-Party Provider acting for it, as a payment for the account of the Lender (a "Stablecoin Repayment"). Company authorizes each repayment from a Wallet through the authorization method that the Services make available for that Wallet, which may include Company's approval of the related payment instruction or a repayment instruction that Company configures in advance. Repayment may occur within seconds of the payment to the beneficiary, and Company will keep enough available balance for it. For a

Stablecoin Repayment: (a) Jeeves Inc., or the Third-Party Provider acting for it, receives the transfer solely as the Lender's designated payee to collect the repayment, and no Local Jeeves Entity receives, holds, converts, or transmits any Digital Asset; (b) a Third-Party Provider authorized under Applicable Law to perform the conversion, and not Jeeves or any Local Jeeves Entity, converts the transfer into the currency of the Credit Advance at the rate and time that it applies and credits the net amount, after conversion spreads, fees, and costs, to the Lender, directly or through Jeeves Inc.; (c) the net amount is applied to the Credit Advance when it is credited to the Lender, and Company remains liable for any shortfall; and (d) Jeeves may withdraw or suspend Stablecoin Repayment at any time, and repayment is then made in local fiat currency. Each repayment authorization is given by Company and executed by the relevant Third-Party Provider under the Provider Terms, and it does not give Jeeves or any other member of the Jeeves Group possession or custody of, or signing authority over, any Wallet or Digital Assets. Amounts that the Lender receives as repayment are payments of Company's debt, belong to the Lender on receipt, and are not deposits or held in custody for Company. If a repayment is rejected, delayed, or insufficient, the amount remains due, the Lender may exercise any right under the applicable Credit Program Agreement or other written credit terms, Jeeves may exercise its rights under Section 10.9, and Jeeves may suspend further Credit Advances or other Services under Section 16.2. The Third-Party Provider that executes a repayment transfer is a Third-Party Provider for the purposes of Section 4. Company is responsible for the taxes, foreign exchange registrations, and credit-related charges that arise from a Credit Advance or its repayment (see Section 10.5).

8.12 **Collection Authorization.** If any amount that Company owes Jeeves Inc. or a Local Jeeves Entity under a Credit Program Agreement, including any Credit Advance, charges, fees, interest, or credit-line balance, remains unpaid five (5) business days after its due date, or upon any event of default under that Credit Program Agreement, Company authorizes and instructs each Third-Party Provider that holds or operates a Wallet for Company (other than a Cashback Wallet) to transfer from that Wallet Supported Assets or funds up to the amount then due, plus related conversion costs and fees, to Jeeves Inc., or to a Third-Party Provider acting for it, for Jeeves Inc.'s own account or as payee for the account of the Local Jeeves Entity to which the amount is owed (the "Collection Authorization"). The following applies to the Collection Authorization:

(a) Company will approve, configure, and maintain through the Services any standing instruction, policy, or signature that the Third-Party Provider requires to execute these transfers, including through a Hosted Wallet provider's authorization process or an Embedded Wallet signing policy, and will not revoke, disable, or circumvent it except as permitted by paragraph (f).

(b) Jeeves is not required to give Company prior notice of a transfer, but will, if reasonably practicable, give Company notice of the transfer under Section 21.7 promptly at or after the time it is made.

(c) Any conversion into the currency of the amount owed is performed by a Third-Party Provider authorized under Applicable Law to perform it, at the rate and time that it applies, and not by Jeeves or any Local Jeeves Entity. The net amount, after conversion spreads, fees, and costs, is applied to the amount owed when it is credited to the entity to which it is owed, and Company remains liable for any shortfall. No Local Jeeves Entity receives, holds, or converts any Digital Asset in connection with a transfer under this Section.

(d) Each transfer is Company's own instruction, executed by the Third-Party Provider under the Provider Terms. The Collection Authorization does not give Jeeves or any member of the Jeeves Group custody or possession of, or any private key, key share, or signing authority over, any Wallet or Digital Assets, and Sections 3.10, 5.2, and 5.3 continue to apply. Jeeves is not liable if a Third-Party Provider declines, delays, or cannot execute a

transfer, and any amount not collected remains due. Amounts collected are payments of Company's debt, belong to the recipient on receipt, and are not deposits or held in custody for Company.

(e) The Collection Authorization does not by itself create a lien or security interest. It does not limit, and is in addition to, any lien, pledge, security interest, collateral, or other security over a Wallet or Digital Assets that Company grants to Jeeves Inc. or a Local Jeeves Entity in a Credit Program Agreement, order form, security agreement, or other written instrument, or that Jeeves Inc. or a Local Jeeves Entity obtains under Applicable Law, and any such security may be enforced in accordance with its terms and Applicable Law.

(f) The Collection Authorization continues while any amount is owed under a Credit Program Agreement and survives termination of this Agreement and of the Credit Program 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 then owed under each Credit Program Agreement. Any collection authorization for Company's Wallets in a Credit Program Agreement is incorporated into this Agreement and is in addition to this Section. If this Section conflicts with Section 3.10, 5, or 10.9, this Section governs with respect to the Collection Authorization.

(g) Where the amount is owed to a Card Issuer, or its assignee, under a Bank Credit Program, the Collection Authorization applies to it as if it were owed to Jeeves Inc., and Jeeves Inc., or a Third-Party Provider acting for it, receives the transfer as servicer and payee for the account of that Card Issuer or assignee. This does not give Jeeves possession or custody of, or signing authority over, any Wallet or Digital Assets.

(h) While any amount described in this Section remains past due, Jeeves may restrict outbound transfers from Company's Wallets (other than a Cashback Wallet) through the Services, other than transfers to pay amounts owed, to the extent needed to keep available in those Wallets an amount equal to the amount then past due, plus related conversion costs and fees. Jeeves will lift the restriction promptly once that amount is paid or collected. Any restriction applies only to instructions given through the Services, does not give Jeeves custody of, possession of, or a lien over any Wallet or Digital Assets, and does not limit Company's ability to withdraw any balance above that amount.

8.13 **Instructions through the Jeeves API.** Company may submit instructions through the Jeeves API, directly or through an Integration Partner, in accordance with Jeeves's technical documentation and the rate limits and security requirements that Jeeves sets and may change from time to time. Each instruction submitted with API Credentials issued to Company, or to an Integration Partner acting for Company, is an instruction of Company for all purposes of this Agreement, including Section 8.1, until Jeeves has had a reasonable opportunity to revoke those API Credentials after Company notifies Jeeves under Section 13.2 of their loss, compromise, or unauthorized use. Sandbox access and pre-release API functionality are Beta Products.

8.14 **Integration Partners.** Where Company accepts this Agreement or uses the Services through an Integration Partner: (a) Company contracts directly with Jeeves Inc. under this Agreement and, for Provider Services, directly with the relevant Third-Party Providers under the Provider Terms; (b) Company authorizes and appoints the Integration Partner to transmit instructions and Company information to Jeeves on Company's behalf, and to receive Wallet, Transaction, and status information and notices from Jeeves on Company's behalf; (c) Jeeves and each Third-Party Provider may rely on any instruction received through the Integration Partner's integration with valid API Credentials, and Company is bound by and responsible for those instructions as if an Authorized User had submitted them; and (d) Company's acceptance, through the Integration Partner's interface, of this Agreement, the Provider Terms, and any Credit Program Agreement is

a valid and binding acceptance under Section 1.6, and Jeeves may rely on the Integration Partner's records of that acceptance.

8.15 **No custody or control by Integration Partners.** An Integration Partner is an independent third party and is not Jeeves's agent. In connection with the Services, it does not hold, receive, control, or transmit Company's Digital Assets or funds, and does not hold any private key, key share, or signing authority over any Wallet, unless it separately contracts with Company and is authorized under Applicable Law to do so, in which case it acts for Company and not for Jeeves. Jeeves is not responsible for an Integration Partner's own products, services, interface, statements, acts, or omissions. 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 or to any Third-Party Provider, including for an Irreversible Transaction.

8.16 **Communications, information sharing, and end of an integration.** Jeeves may communicate with Company directly at any time, and a notice made available to Company through an Integration Partner's interface is given to Company. Company authorizes Jeeves and the Third-Party Providers to share Company's information, its Authorized Users' information, and Wallet and Transaction information with the Integration Partner as needed to provide the Services through it, and Company will give all notices and obtain all consents that Applicable Law requires for that sharing. Jeeves may suspend or revoke any API Credentials, or any Integration Partner's access, under Section 16.2. If Jeeves's relationship with an Integration Partner ends, or Company stops using it, this Agreement, Company's Wallets, and the Collection Authorization continue, and Company may access its Wallets and balances directly through the Jeeves platform or withdraw them under Section 16.7.

9. EARN SERVICES

9.1 **Description.** Where Jeeves makes Earn Services available, Company may direct eligible Supported Assets to a Vault or Yield Source operated by a Third-Party Provider that targets a return, on the terms, eligibility criteria, rate methodology, and risk disclosures that Jeeves provides in writing, including in an Order Form or in the Jeeves platform. Earn Services are self-directed. Jeeves does not hold, manage, or invest the assets.

9.2 **Risks.** Company acknowledges that: (a) the return is variable, is not promised or guaranteed by Jeeves or any Third-Party Provider, and may be zero or negative; (b) the assets are exposed to smart contract, protocol, liquidity, withdrawal-delay, counterparty, de-pegging, sanctions, and regulatory risk, and may be lost in whole or in part, including principal; (c) the terms of the Vault or Yield Source apply, and Jeeves does not review or control its assets or operators; (d) past performance is not indicative of future results; (e) Jeeves or a Third-Party Provider may charge a fee or retain part of the return; (f) Earn Services may be unavailable in some Territories or to some Companies, and are not available through a Cashback Wallet; (g) a Yield Source may be offered under exemptions from securities or similar laws, may be unavailable to certain persons or in certain jurisdictions (including to U.S. persons), and may be treated as a security or other regulated instrument in some jurisdictions, and Company is responsible for confirming that it is eligible to hold exposure to it; and (h) Jeeves may suspend, change, or end Earn Services at any time.

9.3 **No offer of securities or deposits.** Earn Services are not a deposit, savings, investment management, or securities product offered by Jeeves, and Jeeves does not offer, issue, or sell securities, investment contracts, or collective investment schemes (see Section 15). Section 10.5 applies to any return.

10. FEES, TAXES AND SET-OFF

10.1 **Fees.** Company will pay the Fees. Fees may include on-ramp and off-ramp fees, conversion spreads, transfer and payout fees, Wallet or account maintenance fees, Gas Fees, minimum fees, and fees charged by Third-Party Providers.

10.2 **Provider and network fees.** Third-Party Providers and networks may charge fees directly to Company or through Jeeves. Jeeves may pass those fees through to Company, with or without a markup that it discloses in the Fee Schedule. Gas Fees are set by the Blockchain network and are not controlled by Jeeves.

10.3 **Changes to Fees.** Jeeves may set, change, or add Fees at any time on at least thirty (30) days' notice. Jeeves may apply a shorter period where the change passes through a change in a Third-Party Provider, network, tax, or regulatory cost, or reduces a Fee. Company's sole remedy for a Fee change it does not accept is to stop using the affected Service, or to terminate under Section 16.6, before the change takes effect.

10.4 **Waivers.** Jeeves may, in its sole discretion, waive, reduce, rebate, or suspend any Fee for any Company, Service, period, or Transaction, and may reinstate it on notice. A waiver applies only to the specific instance, creates no right to a continued waiver, does not amend this Agreement, and does not extend to fees charged by third parties.

10.5 **Taxes.** THE TAX TREATMENT OF DIGITAL ASSET TRANSACTIONS, INCLUDING THE ACQUISITION, DISPOSAL, CONVERSION, TRANSFER, AND HOLDING OF STABLECOINS AND THE RECEIPT OF STABLECOIN CASHBACK, VARIES BY JURISDICTION. JEEVES DOES NOT PROVIDE TAX ADVICE. Company is solely responsible for determining, reporting, and paying all taxes, levies, and duties that arise from its use of the Services and Provider Services in every jurisdiction, including income, capital gains, withholding, value-added, and sales taxes, financial transaction taxes (for example, the IOF in Brazil), and taxes on any return. This includes: (a) characterizing each Transaction and each receipt of Cashback Credits for tax and accounting purposes, with its own advisors; (b) determining whether a Transaction is a foreign exchange operation or otherwise must be registered or reported to a central bank or authority, and making those filings; (c) issuing and receiving any invoices or fiscal documents that Applicable Law requires; (d) establishing whether any back taxes, penalties, or interest are owed for any prior period; (e) keeping all records that Applicable Law requires; and (f) meeting automatic information-exchange duties (such as FATCA and CRS) that apply to Company.

10.6 **Withholding and reporting by Jeeves or Third-Party Providers.** Jeeves does not withhold taxes or file tax returns or reports for Company, except where Applicable Law requires it. Jeeves or a Third-Party Provider may be required to withhold, collect, or report taxes or Transaction information to authorities, and Company accepts and authorizes this and that the amounts it receives may be reduced accordingly. Such reporting does not relieve Company of its own obligations.

10.7 **No tax characterization by Jeeves.** Jeeves makes no representation about the tax or legal characterization of Stablecoins, Cashback Credits, or any Transaction, including whether a Stablecoin is a foreign currency, financial asset, virtual asset, or security, whether a conversion is a taxable disposal or foreign exchange operation, or whether Stablecoin Cashback or any return is ordinary income, interest, or another item.

10.8 **Payment; no refund.** Fees are non-refundable once a Transaction is initiated, whether or not it completes, is rejected, or is reversed. Fees are stated and payable in the currency shown in the Fee Schedule.

10.9 **Hold-back and set-off.** Jeeves may withhold, delay the release of, or set off against amounts that Jeeves owes Company under this Agreement (such as Pay-In proceeds or Cashback Credits not yet

delivered) any chargebacks, returned payments, reversals, Fees, fines, penalties, Third-Party Provider charges, or other amounts that Company owes Jeeves under this Agreement or any other agreement. Jeeves may also apply a rolling hold-back to those amounts, adjusted for Company's risk profile, Transaction mix, and dispute levels, on terms notified to Company, and may request that a Third-Party Provider apply a hold under the Provider Terms (the Third-Party Provider decides). Nothing in this Section gives Jeeves possession of, or signing authority over, assets in Company's Wallet. Collection of amounts owed under a Credit Program Agreement from Company's Wallets is governed by Section 8.12.

11. COMPLIANCE, SANCTIONS, AML AND HOLDS

11.1 **Company's AML program.** Company is responsible for its own compliance with AML, CTF, and sanctions laws, and represents that it maintains a program that meets Applicable Law in each jurisdiction where it operates, including, as relevant, the Bank Secrecy Act and related U.S. requirements, EU and Member State AML rules, Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Act, Brazil's Law 9,613/1998 and the rules of COAF and the Central Bank of Brazil for virtual asset activity, Mexico's federal law on prevention and identification of operations with resources of illicit origin and the related rules of the SAT, Colombia's SAGRILAFT or SARLAFT regimes (as applicable) and UIAF reporting requirements, and the FATF Recommendations.

11.2 **Screening and monitoring.** Jeeves and the Third-Party Providers screen and monitor Company, Authorized Users, counterparties, wallet addresses, and Transactions against sanctions lists and risk indicators using the tools and vendors that Jeeves or the Third-Party Providers choose. Jeeves and Third-Party Providers may request additional information or documents (including on source of funds, source of wealth, the purpose of a Transaction, and counterparties), and Company will respond within the period requested, which will be no less than five (5) business days unless a shorter period is required by law or by a Third-Party Provider.

11.3 **Travel Rule.** Transfers above applicable thresholds require exchange of originator and beneficiary information with the counterparty's provider. Company authorizes Jeeves and Third-Party Providers to collect, use, retain, transmit, and receive that information and other Company and Transaction information as Applicable Law requires or compliance and risk management needs, including to banks, other virtual asset service providers, analytics vendors, and regulators. Company represents that the information it provides is accurate and complete. A Transaction may be blocked, delayed, or refused if the required information cannot be exchanged or checks cannot be completed.

11.4 **Sanctions representations.** Company represents and warrants that neither it nor any of its beneficial owners, directors, officers, or Authorized Users, nor, to its knowledge, any End User, is: (a) a person that is the subject of Sanctions; (b) located in, organized under the laws of, or owned or controlled by a person in a comprehensively sanctioned jurisdiction or a Restricted Location; or (c) otherwise in violation of Sanctions, and that it will not use the Services to transact, directly or indirectly, with any such person or in any such jurisdiction.

11.5 **Restricted Locations and Blocked Addresses.** Jeeves may designate, and update from time to time, Restricted Locations, and may decline or cease to provide a Service to Company or an End User located, organized, or resident in a Restricted Location, subject to Applicable Law and any transition period that Jeeves determines is reasonably practicable. Jeeves and its Third-Party Providers may screen Digital Asset Transactions against Blocked Addresses and other sanctions or risk indicators, and may decline, delay, or, where technically possible, reverse a Transaction involving a Blocked Address, without liability to Company or any End User. Jeeves may block access using geolocation or other controls.

11.6 **Holds, freezes, and reporting.** Jeeves or a Third-Party Provider may, at any time and without prior notice, hold, freeze, restrict, reject, or return any Transaction, balance, or account for compliance, risk, fraud, or legal reasons, and may report to any authority as Applicable Law requires or permits, without telling Company where the law or the authority so requires. Jeeves has no duty to explain a compliance decision and is not liable for losses from any such action, to the extent permitted by Applicable Law. Jeeves's controls apply to what Jeeves will transmit and to access to the Services. A hold or limit applied by Jeeves does not create custody, ownership, or control of Company's assets by Jeeves.

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

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

11.9 **Audit and information requests.** Upon reasonable written notice and during normal business hours, Jeeves may audit Company's use of the Services, remotely or at Company's premises, to the extent reasonably necessary to confirm Company's compliance with this Agreement and Applicable Law, and may engage a third-party organization reasonably acceptable to Company to assist. Company will cooperate and will promptly make available the information and materials that Jeeves reasonably requires, including to satisfy a request from a regulator or Third-Party Provider.

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

12. PROVISION FROM THE UNITED STATES; TERRITORY MATTERS

12.1 **Provided by Jeeves Inc. from the United States.** The Services are made available by Jeeves Inc. from the United States, together with Third-Party Providers, to Companies in many countries, irrespective of Company's jurisdiction of incorporation, operation, or principal place of business. Jeeves does not represent or warrant that its provision of the Services, or the availability of any Provider Service, is licensed, authorized, or permitted under the laws of Company's jurisdiction, including local rules on licensing, money transmission, virtual asset service providers, foreign exchange control, capital account and capital movements, and cross-border services. Company represents and warrants that it has independently confirmed, including through its own qualified local counsel, that its receipt and use of the Services and Provider Services is lawful in each jurisdiction where it operates, and Company assumes sole responsibility for any Applicable Law that may instead require Company to contract with a locally licensed Jeeves affiliate or Third-Party Provider for some or all of the Services. That a Service or Provider Service is available to Company does not mean that any regulator has approved, reviewed, or licensed it.

12.2 **Local Jeeves Entities have no role in the Services.** No Local Jeeves Entity (a) provides, offers, markets, sells, operates, issues, holds, custodies, safeguards, converts, transfers, or delivers Wallets, Digital Assets, Stablecoins, or Stablecoin Cashback; (b) holds any key share, or receives or routes Wallet instructions; (c) receives funds from Company for the Services; or (d) is a party

to, or has any liability under, this Agreement. Company's relationship with any Local Jeeves Entity is governed solely by the separate agreement between them. Company will not describe or hold out any Local Jeeves Entity as the provider of any Service, and will direct all matters relating to the Services to Jeeves Inc. and the relevant Third-Party Provider. Materials and communications about the Services in any language, and from any Jeeves personnel, identify Jeeves Inc. and the Third-Party Providers as the providers of the Services.

12.3 **Company's local compliance.** Company is solely responsible for determining, and ensuring, that its use of the Services complies with Applicable Law in each Territory, including licensing, registration, foreign exchange, capital control, tax, disclosure, and consumer-protection requirements applicable to Company's business or its End Users, and for all registrations and filings that Applicable Law requires of it.

12.4 **Territory-specific terms.** The following apply in addition to the rest of this Agreement for the Territory indicated:

(a) **European Union, European Economic Area, and United Kingdom.** Services that constitute payment services, e-money services, or crypto-asset services are performed only by Third-Party Providers authorized to perform them under Applicable Law (including PSD2, the Electronic Money Directive, and the Markets in Crypto-Assets Regulation, as applicable). Jeeves is not itself authorized as an e-money institution, payment institution, or crypto-asset service provider unless it states so in writing. Company confirms that it contracts as a business and not as a consumer for purposes of any consumer-protection regime.

(b) **United States.** Services that involve the transmission of money or Digital Assets are performed by Third-Party Providers that hold the licenses or registrations required for that function, such as state money transmitter licenses, FinCEN registration, or bank charters. Company will comply with Applicable Law administered by FinCEN, OFAC, and applicable state regulators.

(c) **Canada.** Services that constitute payment services are performed only by Third-Party Providers that are registered or authorized as required under Canada's retail payment activities regime and anti-money-laundering laws. Company will comply with Applicable Law administered by FINTRAC and the Bank of Canada, as applicable.

(d) **Brazil.** Virtual asset services and foreign exchange services for Companies in Brazil are performed only by Third-Party Providers authorized to perform them under Applicable Law, including Law 14,478/2022 and the Central Bank of Brazil's regulations for virtual asset service providers (including Resolutions BCB 519, 520, and 521 of 2025). Jeeves is not such an authorized entity. Company is responsible for foreign exchange registration and reporting, the IOF, and all other taxes, and authorizes Jeeves to transmit Company's data to the authorized Third-Party Provider. Stablecoin Cashback is available in Brazil only if Jeeves so notifies Company under Section 7.2. Credit Advances in Brazil, where Jeeves makes them available, are subject to Sections 8.10 and 8.11. Any conversion of a repayment into Brazilian reais is performed only by a Third-Party Provider authorized to perform it, and not by Jeeves or any Local Jeeves Entity.

(e) **Mexico.** Company contracts for the Services only with Jeeves Inc. No Mexican member of the Jeeves Group takes deposits from Company for the Services, or holds, converts, or delivers Digital Assets. Cashback Wallets in Mexico are subject to the restrictions in Section 7.4 and may not be funded by Company or any third party. Credit Advances in Mexico, where Jeeves makes them available, are made only by JVS México Soluciones, S.A. de C.V., SOFOM, E.N.R. (a Local Jeeves Entity) under the applicable Credit Program

Agreement, and are repaid in local fiat currency to that entity or, where Jeeves makes it available, by a Stablecoin Repayment under Section 8.11. A Stablecoin Repayment is paid to Jeeves Inc., or to a Third-Party Provider acting for it, as a payment for that entity's account, and neither that entity nor any other Mexican member of the Jeeves Group receives, holds, or converts Digital Assets in connection with it. Amounts collected from a Wallet under Section 8.12 for amounts owed to a Mexican member of the Jeeves Group are likewise paid to Jeeves Inc., or to a Third-Party Provider acting for it, as a payment for that entity's account, and no Mexican member of the Jeeves Group receives, holds, or converts Digital Assets in connection with them. Company is responsible for its compliance with Mexican AML law, tax, and other Applicable Law.

(f) **Colombia.** Company is responsible for its AML/CFT risk-management obligations (including SAGRILAFT or SARLAFT, as applicable), its tax filings and reporting to the DIAN (including any reporting on crypto-assets that the DIAN requires), and its compliance with the foreign exchange regime, in each case to the extent applicable to its use of the Services. Credit Advances in Colombia, where Jeeves makes them available, are subject to Sections 8.10 and 8.11. Any conversion of a repayment into Colombian pesos is performed only by a Third-Party Provider authorized to perform it, and not by Jeeves or any Local Jeeves Entity.

12.5 **Operational resilience (DORA).** To the extent Company is a "financial entity" within the meaning of Regulation (EU) 2022/2554 ("DORA") and relies on a Service to support a critical or important function, Jeeves will, on Company's reasonable written request, subject to Section 14.3 and reasonable cost reimbursement, and to the extent required by DORA: (a) provide the information about the Service reasonably necessary for Company's register of information; (b) notify Company without undue delay of a confirmed ICT-related incident materially affecting the Service, consistent with Section 14.2; (c) give reasonable advance notice of any material sub-outsourcing affecting a critical or important function supported by the Service; and (d) reasonably cooperate with oversight activity by Company's competent authority relating to the Service.

12.6 **Mandatory local law.** Nothing in this Agreement excludes the application of mandatory provisions of Applicable Law. Where Applicable Law requires a locally authorized provider, Jeeves may limit, restructure, or withdraw the affected Service for Companies in that Territory, and Company may access the affected Provider Service only through an authorized Third-Party Provider.

13. COMPANY RESPONSIBILITIES AND PROHIBITED USES

13.1 **General.** Company will: (a) use the Services only for lawful business purposes and in line with Applicable Law; (b) hold and keep in force every license, registration, and authorization that its own business requires; (c) keep accurate books and records of its Transactions; (d) comply with the Provider Terms; and (e) not interfere with or attempt to bypass the Services, any security, screening, or limit control, or any Third-Party Provider system.

13.2 **Security incidents.** Company will notify Jeeves immediately, and in any event within twenty-four (24) hours, after becoming aware of any suspected or actual unauthorized access, compromise of Wallet Credentials, fraudulent instruction, or other security incident affecting the Services, and will cooperate with the investigations of Jeeves and the Third-Party Providers.

13.3 **Prohibited uses.** Company will not use the Services or any Provider Service, and will not allow anyone else to use them, to:

(a) facilitate money laundering, terrorist financing, sanctions evasion, fraud, or any other financial crime;

(b) submit any Transaction that Company knows, or should have known, is fraudulent or not authorized by the relevant payor, payee, or accountholder;

(c) transfer Digital Assets or funds to or from any person subject to Sanctions or any Restricted Location;

(d) engage in market manipulation, wash trading, or other market abuse;

(e) circumvent capital controls, foreign exchange restrictions, licensing requirements, or reporting requirements of any authority;

(f) provide wallets, accounts, or payment services to consumers or natural persons for personal use, or to any third party that Company is not licensed or authorized to serve;

(g) process payments for illegal goods or services, including controlled substances, unlicensed gambling, weapons trafficking, or child sexual exploitation material;

(h) use mixers, tumblers, or other tools designed to obscure the source or destination of funds, or transact with darknet markets or ransomware-linked addresses;

(i) structure or split Transactions to avoid limits, screening, or reporting, or misrepresent the nature, purpose, source, or parties of any Transaction;

(j) operate multiple accounts to avoid limits or review, or use VPNs or similar tools to hide Company's location;

(k) sell, license, sublicense, or exploit access to the Services, or transfer or share its credentials, other than as Jeeves permits (including to an Integration Partner under Section 8.14);

(l) violate any applicable Network Rules; or

(m) engage in any business listed in the Jeeves Acceptable Use and Restricted Business Policy.

13.4 **No holding out.** Company will not represent or imply to any End User or third party that (a) any Service or Wallet is a bank account, a deposit, or an insured or guaranteed product, (b) any Wallet is a general-purpose account offered by a Local Jeeves Entity or any local regulated institution, or (c) Jeeves or any Third-Party Provider is licensed or authorized in any jurisdiction in which it has not so confirmed in writing.

13.5 **Policy updates.** Jeeves may update the Acceptable Use and Restricted Business Policy on notice under Section 21.7, and the update applies to Company from its effective date.

14. DATA PROTECTION, SECURITY INCIDENTS, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

14.1 **Personal data and cross-border transfers.** The Services involve collecting, using, storing, and transferring personal data of Company's personnel, beneficial owners, directors, officers, and counterparties to Jeeves, its Affiliates, and Third-Party Providers (including those identified in Schedule A), which may be located in the United States or other countries outside Company's own. Each Party will comply with Applicable Law on the protection of personal data, including, as applicable, the General Data Protection Regulation and the UK GDPR, Brazil's Lei Geral de Proteção de Dados, Mexico's Ley Federal de Protección de Datos Personales en Posesión de los Particulares, Colombia's Law 1581 of 2012 and its regulations (including Decree 1377 of 2013), Canada's Personal Information Protection and Electronic Documents Act, and applicable U.S. state privacy laws. To the extent Applicable Law requires a legal basis, consent, or notice for that processing or transfer, Company represents that it has given all required notices to, and obtained all required consents from, those persons, and consents on its own behalf. Jeeves and each Third-Party Provider process personal data under the Jeeves Privacy Policy or the Third-Party Provider's

own privacy policy, as applicable, and each acts as an independent controller (or the local equivalent) of the data it collects for its own purposes. Jeeves will implement appropriate contractual, technical, and organizational safeguards for cross-border transfers where Applicable Law requires. The Parties will enter into a data processing addendum, including standard contractual clauses, where Applicable Law requires or either Party reasonably requests.

14.2 **Security Incidents.** Each Party will maintain administrative, technical, and physical safeguards designed to protect Confidential Information and personal data processed in connection with the Services. On confirming a Security Incident affecting the other Party's Confidential Information or personal data, the affected Party will notify the other Party without undue delay and in any event within the time required by Applicable Law, will provide the information reasonably available to it, and will reasonably cooperate with the other Party's investigation and with any notifications that Applicable Law requires.

14.3 **Confidentiality.** Each Party will keep the other Party's non-public business, technical, and security information, and that of its Third-Party Providers, that is designated as confidential or that a reasonable person would understand to be confidential ("Confidential Information") confidential, use it only to perform or exercise rights under this Agreement, and protect it with reasonable care. This does not apply to information that is or becomes public through no fault of the recipient, was lawfully known to or independently developed by the recipient, was rightfully received from a third party without a duty of confidentiality, or must be disclosed by law or to a regulator (in which case the recipient will give prompt notice where lawful and reasonable cooperation in seeking protective treatment). Jeeves and Third-Party Providers may disclose Company's information as stated in Sections 4.11 and 11. A breach or threatened breach of this Section by Company would cause Jeeves irreparable harm for which money damages would not be adequate, and Jeeves may seek specific performance and injunctive relief without posting a bond.

14.4 **Jeeves's intellectual property.** Jeeves and its licensors own the Services and all related intellectual property. Jeeves grants Company a limited, non-exclusive, non-transferable, revocable right to use the Services during the term for Company's internal business purposes. Company will not copy, modify, reverse engineer, scrape, resell, or build a competing service from the Services, or use the Services to circumvent security or screening.

14.5 **Company data and feedback.** Company grants Jeeves a worldwide, non-exclusive license to use Company's data and instructions to provide, secure, monitor, report on, and improve the Services, to meet legal obligations, and to produce aggregated or de-identified analytics. Company will provide reasonable feedback on the Services, and Jeeves may use any feedback without restriction or payment; Company assigns to Jeeves all right, title, and interest in that feedback.

14.6 **Records.** Jeeves and the Third-Party Providers may keep records of Company's data, onboarding, and Transactions for as long as Applicable Law or legitimate compliance and risk needs require, including after termination.

15. NO ADVICE, NO DEPOSIT, NO INSURANCE; RISK DISCLOSURES

15.1 **No advice.** Jeeves is a technology provider. It is not a licensed financial, investment, tax, legal, or accounting adviser in any jurisdiction, and does not act as a fiduciary, investment adviser, or broker-dealer. Nothing in the Services, this Agreement, or any report, notice, or communication from Jeeves is financial, investment, tax, legal, or accounting advice, a recommendation to enter any Transaction, or a statement on the legality or tax treatment of any Transaction. Company should take independent professional advice.

15.2 **Not a deposit; no insurance.** DIGITAL ASSETS AND BALANCES HELD OR ENABLED THROUGH THE SERVICES ARE NOT DEPOSITS AND ARE NOT INSURED OR

GUARANTEED. They are not covered by any deposit insurance or guarantee scheme, including FDIC insurance (United States), CDIC (Canada), the FGC (Brazil), the IPAB (Mexico), or Fogafín (Colombia), or any equivalent scheme, except to the extent a Third-Party Provider expressly and separately provides coverage and Jeeves discloses it in writing. Jeeves does not maintain insurance that covers Company's losses from theft, loss, destruction, hacking, or inaccessibility of Digital Assets or funds. Any insurance that a Third-Party Provider maintains is for the Third-Party Provider's benefit unless it states otherwise in its terms.

15.3 **No securities or investment offer.** Jeeves does not offer, issue, or sell securities, investment contracts, collective investment schemes, or deposit products. Stablecoins are issued by third parties. Nothing in the Services is an offer or solicitation to buy or sell any asset. Any right to redeem a Stablecoin for fiat currency, and any condition on that right, lies with the issuer or its designated redeemers and not with Jeeves, and Jeeves does not guarantee the reserves, redeemability, value, or availability of any Stablecoin.

15.4 **No legal tender.** Digital Assets are not legal tender or fiat currency, and no person is obliged to accept them.

15.5 **Risks Company accepts.** Using Digital Assets and Provider Services carries significant risk, including loss of all assets. Company acknowledges, among others, the following risks and agrees that Jeeves is not liable for losses from them, as set out in Section 17:

(a) **Stablecoin risk.** A Stablecoin may lose its peg or be redeemable only in part, late, or not at all because of market conditions, reserve or issuer problems, insolvency, smart contract failure, or regulatory action. An issuer may also freeze or block addresses or tokens.

(b) **Provider risk.** A Third-Party Provider may fail, become insolvent, suffer a cyberattack, lose a license, change its terms, or freeze, hold, or end its service, and a sponsoring or partner bank may do the same.

(c) **Concentration risk.** Several Third-Party Providers may share an owner or a critical dependency, so one event may affect several services at once.

(d) **Key and wallet risk.** Wallet Credentials or recovery materials may be lost, stolen, or unrecoverable, and the key-management design of an Embedded or Hosted Wallet may contain flaws.

(e) **Smart contract and protocol risk.** Smart contracts and protocols, including any Vault or Yield Source, may contain bugs or be exploited.

(f) **Blockchain risk.** Networks may suffer outages, congestion, forks, reorganizations, attacks, protocol changes, or Gas Fee spikes.

(g) **Liquidity and pricing risk.** On-ramp, off-ramp, or conversion may be unavailable, delayed, or priced unfavorably, including during market stress.

(h) **Regulatory risk.** Laws and regulators' views on virtual assets, Stablecoins, custody, intermediation, foreign exchange, and taxation are changing quickly. A change, or a new licensing requirement or deadline, may require a Service or Provider Service to be restricted, restructured, or withdrawn in a Territory at short notice.

(i) **Tax and reporting risk.** Tax and reporting treatment is uncertain and may change, including with retroactive effect.

(j) **Cybersecurity and operational risk.** Company's accounts and devices may be compromised by phishing, social engineering, or malware, instructions may contain errors, and Transactions cannot be reversed.

(k) **Counterparty and sanctions risk.** An address or counterparty may later be linked to sanctions or illicit activity, which may lead to freezes, holds, or investigations affecting Company.

15.6 **Not exhaustive.** These risks are not a complete list.

15.7 **Company's own assessment.** Company is a business with the knowledge, advisers, and financial capacity to evaluate and bear these risks, and has made its own assessment of whether the Services suit its needs.

16. AVAILABILITY, SUSPENSION, TERM AND TERMINATION

16.1 **Availability and changes.** The Services are provided on an as-available basis. Jeeves does not promise uninterrupted or error-free service and may carry out maintenance and modify, limit, discontinue, or replace any Service, Third-Party Provider, Supported Asset, Blockchain, or Territory at any time, with notice under Section 21.7 where reasonably practicable.

16.2 **Suspension and restriction.** Jeeves may suspend or restrict Company's access to the Services or any feature, and may refuse or delay any instruction, immediately and without prior notice, for compliance, risk management, suspected fraud, breach of this Agreement, a request or action of a Third-Party Provider, a change in a Third-Party Provider's licensing status, or a legal or regulatory requirement. Where a Third-Party Provider holds the assets, Jeeves may ask it to apply a hold, but the Third-Party Provider decides.

16.3 **Term.** This Agreement begins on the date Company accepts it and continues until terminated under this Section. Termination of an Order Form or Addendum does not by itself terminate this Agreement or any other Order Form or Addendum.

16.4 **Termination by Jeeves.** Jeeves may terminate this Agreement or any Service, Order Form, or Addendum (a) for convenience on at least thirty (30) days' notice, or (b) immediately on notice for breach, suspected fraud or illegal activity, a compliance or sanctions concern, a Third-Party Provider ending or restricting its service, a change in Applicable Law or in Jeeves's or a Third-Party Provider's licensing position, or Company's insolvency. A Party that is not in breach may also terminate under the process in Section 16.10.

16.5 **Provider-driven end of service.** If a Third-Party Provider ends, restricts, or declines to continue a service on which a Service depends, that Service ends or is restricted for Company to the same extent, and Section 4.6 applies.

16.6 **Termination by Company.** Company may terminate this Agreement on at least thirty (30) days' written notice, or immediately by written notice if it does not accept a change under Section 10.3 or Section 21.6, in each case after paying all Fees accrued to the termination date.

16.7 **Withdrawal of balances.** On termination, Company must withdraw or move its Digital Assets and fiat balances from Wallets and Provider accounts within the period that Jeeves specifies, which will be no shorter than thirty (30) days unless a Third-Party Provider, a regulator, or Applicable Law requires otherwise. Custody remains with the Third-Party Provider throughout. Jeeves is not responsible for any loss from Company's failure to withdraw in time, including treatment of balances under a Third-Party Provider's dormancy or unclaimed-property rules.

16.8 **Orderly migration.** If Jeeves ends a Service, a Third-Party Provider, or a Territory (for example, because a license or authorization is not available by a regulatory deadline), Jeeves will give notice where reasonably practicable and reasonable assistance in migrating or withdrawing, but has no obligation to continue offering any Service and is not liable for the consequences of ending it.

16.9 **Effect of termination.** On termination, Company's access to the Services ends, and accrued rights and obligations and the provisions listed in Section 21.13 continue. On termination, Cashback

Credits earned after termination will be applied in the form provided in the applicable Credit Program Agreement, and accrued and undelivered Stablecoin Cashback will be paid or forfeited as provided in Section 7.13.

16.10 **Default.** If a Party materially breaches this Agreement and fails to cure the breach within ten (10) days after written notice that describes it, the non-breaching Party may terminate this Agreement or the affected Service, in addition to its other remedies, subject to Section 17.

17. DISCLAIMERS AND LIMITATION OF LIABILITY

17.1 **No warranty.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES, THE JEEVES PLATFORM, AND ANY BETA PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEEVES DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR SECURITY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. JEEVES DOES NOT WARRANT ANY PROVIDER SERVICE, STABLECOIN, OR BLOCKCHAIN, AND DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, VIRUSES, OR MALICIOUS CODE, THAT ANY COUNTERPARTY WILL ACCEPT PAYMENT BY THE RAILS CONTEMPLATED BY THE SERVICES, OR THAT ANY DEFECT WILL BE CORRECTED.

17.2 **Provider Services.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEEVES IS NOT RESPONSIBLE OR LIABLE FOR ANY PROVIDER SERVICE, INCLUDING WALLETS, KEY MANAGEMENT, CUSTODY, SAFEKEEPING, STABLECOIN ISSUANCE AND REDEMPTION, ON-RAMP AND OFF-RAMP, CONVERSION, BANKING, CARD ISSUING, SCREENING, TRAVEL RULE EXCHANGES, AND VAULTS OR YIELD SOURCES, OR FOR ANY ACT, OMISSION, DELAY, FAILURE, INSOLVENCY, FREEZE, OR LOSS OF ANY THIRD-PARTY PROVIDER, AS SET OUT IN SECTION 4.

17.3 **Excluded losses.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEEVES, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE TO COMPANY FOR: (I) LOSS OF DIGITAL ASSETS OR FIAT CURRENCY HELD OR MOVED BY A THIRD-PARTY PROVIDER OR ON A BLOCKCHAIN; (II) LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR OPPORTUNITY; (III) ANY TAX, BACK TAX, PENALTY, OR INTEREST; (IV) ANY REGULATORY FINE OR SANCTION IMPOSED ON COMPANY; (V) LOSSES FROM STABLECOIN DE-PEGGING, PRICE MOVEMENT, FX RATES, OR NETWORK FEES; (VI) LOSSES FROM A HOLD, BLOCK, DELAY, SUSPENSION, OR REJECTION UNDER SECTIONS 4.6, 8.8, 11.6, OR 16.2; (VII) LOSSES CAUSED BY COMPANY'S OR AN END USER'S ACT OR OMISSION, BY INCORRECT OR INCOMPLETE TRANSACTION INFORMATION, OR BY COMPANY'S BREACH OF THIS AGREEMENT; OR (VIII) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHATEVER THE FORM OF ACTION AND EVEN IF ADVISED OF THEIR POSSIBILITY.

17.4 **Cap on Jeeves's own liability.** SUBJECT TO SECTION 17.5, WHERE JEEVES IS LIABLE FOR A FAILURE OF THE SERVICES THEMSELVES (AND NOT OF A PROVIDER SERVICE), JEEVES'S AGGREGATE LIABILITY TO COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FOR ALL CLAIMS RELATING TO A GIVEN SERVICE, WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY COMPANY TO

JEEVES FOR THAT SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) US$5,000.

17.5 **What is not limited.** NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF JEEVES, OR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. WHERE APPLICABLE LAW LIMITS THE EXCLUSIONS ABOVE, JEEVES'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED.

17.6 **Time limit for claims.** To the extent Applicable Law permits, any claim against Jeeves must be started within one (1) year after the claim arises, or it is waived.

17.7 **Allocation of risk.** Company acknowledges that the Fees reflect this allocation of risk, that Jeeves would not offer the Services without it, and that Company's only recourse for Provider Services is against the relevant Third-Party Provider, as described in Sections 4.3, 4.7, and 4.8 and subject to Section 4.14.

17.8 **Benefit of others.** Jeeves's Affiliates, officers, directors, employees, and agents and the Third-Party Providers may rely on and enforce this Section 17 (see Section 4.12).

18. INDEMNIFICATION

18.1 **By Company.** Company will indemnify, defend, and hold harmless Jeeves, its Affiliates, and its and their officers, directors, employees, and agents, and the Third-Party Providers (together, the "Indemnified Parties") from and against all claims, costs, losses, damages, liabilities, taxes, judgments, fines, penalties, interest, and expenses (including reasonable legal fees) arising out of any claim, action, audit, investigation, or other proceeding by a third party, including any tax authority, central bank, financial regulator, or law enforcement agency, that arises out of or relates to: (a) any actual or alleged breach of Company's representations, warranties, or obligations under this Agreement, an Order Form, an Addendum, or the Provider Terms; (b) Company's use of the Services or any Provider Service, or any Transaction initiated by or for Company or any instruction submitted with Company's Wallet Credentials; (c) any tax, levy, or regulatory charge arising from Company's Transactions or its receipt of Cashback Credits, or Company's failure to pay or report it; (d) any misrepresentation by Company in onboarding or in connection with any Transaction; (e) Company's violation of any third-party right, including privacy, publicity, or intellectual property rights, or of any Applicable Law, including Sanctions; (f) any claim by a person that Company serves, including an End User, platform customer, or sub-merchant; and (g) any fine, fee, or penalty assessed by a Card Network or Third-Party Provider arising from Company's or an End User's card transactions or violation of Network Rules.

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

18.3 **Procedure.** The Indemnified Party will give Company prompt notice of a claim (a delay relieves Company only to the extent it is prejudiced), will allow Company to control the defense with counsel reasonably acceptable to the Indemnified Party, and will reasonably cooperate at Company's cost. Company will not settle a claim in a way that imposes an obligation or admission on an Indemnified Party without its prior written consent, which will not be unreasonably withheld.

An Indemnified Party may take part in the defense at its own cost, and may take over the defense at Company's cost if Company does not defend the claim diligently or a regulator or authority is involved.

18.4 **Exception.** Company's indemnity does not apply to the extent a loss is finally determined to be caused by the fraud, gross negligence, or willful misconduct of the relevant Indemnified Party.

19. FORCE MAJEURE

19.1 **Force majeure.** Neither Party is liable for, or in breach because of, any failure or delay in performance (other than a payment obligation) caused by an event beyond its reasonable control, including natural disaster, pandemic, war, terrorism, civil unrest, government action or inaction, change in Applicable Law, labor dispute, internet or telecommunications failure, Blockchain network failure, fork, or congestion, and the failure or unavailability of a Third-Party Provider or of utilities or infrastructure (each, a "Force Majeure Event"), provided that the affected Party uses commercially reasonable efforts to mitigate its effect and promptly notifies the other Party.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 **Governing law.** This Agreement, and any dispute or claim (whether in contract, tort, or otherwise) arising out of or relating to it or the Services, are governed by the laws of the State of New York, United States, without regard to conflict-of-laws rules that would result in the application of another law. The Parties intend Sections 5-1401 and 5-1402 of the New York General Obligations Law to apply to the fullest extent available. This Section applies except to the extent that mandatory provisions of Applicable Law in Company's jurisdiction cannot be excluded by agreement.

20.2 **Informal resolution.** Before starting arbitration, a Party will give the other written notice of the dispute, and the Parties will try in good faith to resolve it within thirty (30) days of the notice. This does not prevent either Party from seeking urgent interim relief.

20.3 **Arbitration.** Any dispute that is not resolved under Section 20.2 will be finally resolved by binding arbitration 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. The language is English. 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 (the New York Convention). The proceedings and award are confidential, except as needed to enforce the award or comply with law.

20.4 **No class or collective actions.** EACH PARTY WAIVES ANY RIGHT TO BRING OR TAKE PART IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER, AND THE ARBITRATOR HAS NO AUTHORITY TO CONSOLIDATE CLAIMS OR PRESIDE OVER ANY SUCH PROCEEDING.

20.5 **Courts; interim relief; jury waiver.** Either Party may seek interim, conservatory, or injunctive relief, or enforcement of an arbitral award, from any court of competent jurisdiction, including the courts where the other Party or its assets are located. If for any reason a dispute is not subject to arbitration, it will be heard exclusively in the state and federal courts located in New York County, New York, and each Party submits to their jurisdiction and waives any objection to venue. TO THE EXTENT A DISPUTE IS HEARD IN COURT, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

20.6 **Provider disputes.** Disputes between Company and a Third-Party Provider are governed by the Provider Terms and are not subject to this Section 20. Jeeves is not obliged to take part in them and may not be joined to them by Company.

20.7 **Mandatory local law.** Nothing in this Section 20 excludes the application of mandatory provisions of Applicable Law, or mandatory rules on jurisdiction or arbitrability, where they cannot be waived by contract.

21. GENERAL PROVISIONS

21.1 **Entire agreement.** This Agreement, together with the other documents listed in Section 1.3, is the entire agreement between Jeeves and Company about the Services and replaces all earlier agreements, understandings, and representations about them, including, from the date Company accepts this Agreement, the Jeeves InstantPay Beta Test Agreement, the Jeeves Stablecoin Wallet Services Terms and Conditions (Version 1.0, July 2026, as amended), any Jeeves Stablecoin Services (JSS) Terms and Conditions, any earlier version of this Agreement, and any earlier wallet terms between the Parties. Company has not relied on any statement that is not in this Agreement.

21.2 **Severability.** If a provision is invalid, illegal, or unenforceable, it will be modified to the minimum extent needed to make it enforceable, and the rest of this Agreement continues in effect.

21.3 **No waiver.** A failure or delay by a Party in enforcing a right or provision is not a waiver of it.

21.4 **Relationship of the Parties.** Jeeves, Company, and each Third-Party Provider are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, trust, fiduciary, or employment relationship between any of them, or authority to bind another.

21.5 **Assignment.** Company may not assign or transfer its rights or obligations without Jeeves's prior written consent, and any attempted assignment without it is void. Jeeves may assign or transfer this Agreement, in whole or in part, to any Affiliate organized in the United States that holds, or is designated to hold, any license, charter, or registration relevant to a Service, or in connection with a merger, acquisition, reorganization, or sale of assets, and Company consents in advance. No assignment changes that the Services are provided from the United States.

21.6 **Amendments.** Jeeves may amend this Agreement, the Fee Schedule, and any policy referred to in it by notice through the Jeeves platform, by email, or by any other means Jeeves designates. Amendments take effect on the date in the notice, which will be at least thirty (30) days after the notice unless a shorter period is required by Applicable Law, a Third-Party Provider, or security or compliance needs. Company's continued use of the Services after that date is acceptance of the amendment, and Company may instead terminate under Section 16.6. Jeeves may require Company to re-accept this Agreement in the Jeeves platform to keep using the Services, and until Company re-accepts, Jeeves may restrict features that depend on the current version. Each version of this Agreement shows its version number and date, and the version in force when Company submits an instruction applies to that instruction. Order Forms and Addenda may be amended only as provided in Section 1.4. Providers may change the Provider Terms at any time, and Company is responsible for reviewing them.

21.7 **Notices.** Jeeves may give notices to Company through the Jeeves platform or to the email or other contact details on file, and they are deemed received when sent. Notices to Jeeves must be in writing, marked for the attention of the General Counsel, to Jeeves's registered address in Section 1.1 or to any other address that Jeeves designates in the Jeeves platform, and are deemed received on actual receipt.

21.8 **Language.** This Agreement is in English. If there is a conflict with a translation, the English version prevails, except where Applicable Law requires the local-language version to govern. A translation is for convenience only.

21.9 **Electronic communications and signature.** Company consents to receive this Agreement, notices, disclosures, and amendments electronically. Company's electronic acceptance, including by clicking to accept, activating a Wallet, or submitting an instruction, is a valid and binding

electronic signature and acceptance to the fullest extent permitted by Applicable Law, including the U.S. Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, and equivalent laws in Company's jurisdiction. This Agreement may be executed in counterparts.

21.10 **Interpretation.** Headings are for convenience. "Including" means including without limitation. References to Sections and Schedules are to those of this Agreement.

21.11 **Insurance.** During the term, each Party will maintain insurance of the types and in the amounts reasonable and customary for a business of its size and nature, which for Jeeves may include coverage maintained by a Third-Party Provider on its behalf or self-insurance, and will provide evidence of it on the other Party's reasonable written request.

21.12 **Third-party beneficiaries.** Except as provided in Section 4.12, this Agreement does not create any right in favor of any third party, including any End User.

21.13 **Survival.** Sections 1, 2, 4, 5.5, 7.6, 7.8 through 7.10, 7.13 through 7.15, 8.6, 8.10 through 8.12, 10 (to the extent Fees or taxes are owed), 11, 12.1, 12.2, 13, 14, 15, 16.7 through 16.9, 17, 18, 19, 20, and this Section 21, and any other provision that by its nature is intended to survive, survive termination or expiry.

SCHEDULE A – THIRD-PARTY PROVIDERS

This Schedule identifies, by function, the Third-Party Providers that Jeeves currently uses or may use to deliver the Services. As provided in Section 4.13, it is illustrative, is not exhaustive, is not a representation about any Third-Party Provider's licenses, registrations, or performance, and may be updated by Jeeves from time to time by notice to Company without an amendment to this Agreement. Company's rights against a Third-Party Provider are governed by the Provider Terms (Section 4.3). A Third-Party Provider's appearance in this Schedule does not mean that Jeeves has a binding arrangement with it for every Service or Territory.

Function	Third-Party Provider(s)	Notes
Hosted stablecoin wallets; onboarding and KYB review for Hosted Wallets; on-ramp and off-ramp; liquidity	Bridge (a Stripe company), together with its affiliates and licensed local partners	Default Wallet path (Section 3.4). Company accepts Bridge's terms at onboarding.
Local on-ramp and off-ramp rails for Bridge in certain Territories (including Brazil and Mexico)	Infinia, as a regulated local partner of Bridge	Local partner of Bridge. Company's rights are governed by the Provider Terms (Section 4.3).
Embedded wallet and key-management infrastructure	Privy (a Stripe company), together with its affiliates	Alternative path where a Hosted Wallet is unavailable (Sections 3.4, 5.3, and 5.4). Terms accepted where presented.
Payments-focused Blockchain network (including for Embedded Wallets and Earn Services)	Tempo	Independent company incubated by Stripe and Paradigm. Blockchain network terms and Gas Fees apply (Sections 8.6 and 10.2).
Stablecoin issuance and redemption	Issuers of Supported Assets, including Circle (USDC) and, if supported, Tether (USDT)	The issuer's terms govern minting and redemption (Section 15).
Cross-border payouts, named USD accounts, FX, and USDC-funded settlement	Routefusion, together with the sponsor banks and payment partners it works with	Used for off-ramp, payouts, and named USD accounts where available. Routefusion is not a bank; its regulated partners provide the banking services.
Fiat on-ramp, off-ramp, conversion, and corridor payouts	OpenFX, Koywe, Cobre, and other regional payment, liquidity, and off-ramp providers identified in the Jeeves platform	Vary by corridor and Territory.

Function	Third-Party Provider(s)	Notes
Banking and settlement	Sponsor and partner banks and payment institutions selected by Jeeves or its Third-Party Providers, including through Routefusion	Account terms apply where presented.
Transaction monitoring, wallet screening, and Travel Rule exchange	TRM Labs, Notabene, Sphinx, and other specialist compliance technology vendors	Jeeves vendors. No direct terms with Company.
Vault infrastructure (Earn Services)	Veda, and other vault, protocol, and yield infrastructure providers identified in the Earn terms	Applies only if Earn Services are enabled (Section 9).
Yield Sources (Earn Services)	Ondo (USDY) and Figure (PRIME), and other Yield Sources identified in the Earn terms	Applies only if Earn Services are enabled (Section 9). Issuer and product terms govern, and exemptions or offering restrictions may apply (Section 9.2).
Card issuing and card networks	Stripe (Stripe Issuing), Lead Bank, Mastercard, and other Card Issuers and Card Networks	Applies only if Stablecoin-Backed Cards are enabled (Sections 3.8 and 3.9).
Banking, named USD accounts, USD–Stablecoin conversion, and card issuing for Bank Credit Programs	FDIC-insured banks that issue cards as lender of record, provide named USD accounts, and convert between U.S. dollars and Stablecoins, including Column N.A., Member FDIC	Applies only if enabled. The bank receives funds and converts between U.S. dollars and Stablecoins under its own terms and delivers Stablecoins to Company's Wallet; it does not host Company's Wallet. Cards issued by the bank in a Bank Credit Program are unsecured unless the Card Terms state otherwise (Section 3.8(f)).
Locally authorized providers	Third-Party Providers authorized under Applicable Law in a Territory	Used where Applicable Law requires local authorization (Section 12).

SCHEDULE B – STABLECOIN CASHBACK ELECTION AND ACKNOWLEDGMENT

This Election is made under Section 7 of the Jeeves InstantPay Agreement (Version 3.2) (the "Agreement") between Jeeves Inc. and the Company identified below. Capitalized terms have the meanings given in the Agreement. By submitting this Election, Company elects to receive Cashback Credits earned after the date of this Election as Stablecoin Cashback, and acknowledges and agrees that:

(1) **Who provides it.** Stablecoin Cashback is offered by Jeeves Inc. from the United States, together with the Third-Party Providers shown in the Jeeves platform at the time of this Election (for example, as a "powered by" attribution). It is not offered, funded, held, converted, or delivered by any Local Jeeves Entity, and Company's credit or card relationship with a Local Jeeves Entity is governed solely by its separate agreement.

(2) **Voluntary; not a condition.** This Election is voluntary. Company's access to, and the terms of, its credit and card products are not conditioned on this Election, and Company may withdraw it at any time on notice, after which Cashback Credits will be applied in the form provided in its Credit Program Agreement.

(3) **Cashback Wallet.** Stablecoin Cashback is delivered to a Cashback Wallet that may be a Hosted Wallet or an Embedded Wallet. Only Jeeves, or a Third-Party Provider acting for Jeeves, may fund it, and neither Company nor any third party may deposit into it. It earns no interest, yield, or other return. It may not be used to pay any amount that Company owes a Local Jeeves Entity, except through enforcement of any security that Company grants or that arises under Applicable Law, as described in Section 7.12 of the Agreement.

(4) **Not a deposit.** Stablecoin Cashback is a reward funded by Jeeves. It is not Company's money, not a deposit or account, and not insured or guaranteed by any deposit insurance scheme. Once delivered, Company's rights in respect of it are against the relevant Third-Party Provider under the Provider Terms.

(5) **Onboarding.** A Third-Party Provider will review Company before a Cashback Wallet is opened, may require additional documents (such as proof of address dated within the last ninety (90) days, source of funds, and evidence of business activity), and may decline to open a Cashback Wallet. If it does, Cashback Credits will be applied in the form provided in Company's Credit Program Agreement.

(6) **Conversion and fees.** Where Cashback Credits are earned in a currency other than United States dollars, Jeeves determines their United States dollar equivalent at the rate applied by the Third-Party Provider on the date of delivery and delivers that value from its own funds, and Jeeves bears the costs of delivery to the Cashback Wallet. Off-ramp, payout, network, and other fees for moving Stablecoin Cashback out of the Cashback Wallet apply as set out in the Fee Schedule or the Provider Terms, subject to any waiver that Jeeves may grant in its discretion.

(7) **Taxes and invoicing.** The tax, invoicing, and accounting treatment of Stablecoin Cashback may differ from that of a statement credit. Company is solely responsible for it, and Jeeves provides no tax advice (Sections 7.9 and 10.5).

(8) **Remedy.** If Jeeves does not deliver Stablecoin Cashback, Company's only remedy is a local-currency statement credit for the corresponding Cashback Credits (Section 7.10).

Company legal name:	

Authorized signatory (name and title):	
Signature:	
Date:	

ACCEPTED AND AGREED

Jeeves InstantPay Agreement (Version 3.2)

This Agreement may be accepted electronically, in which case the signature blocks below need not be completed. Where it is signed in writing, the Parties have caused it to be executed by their authorized representatives as of the date below.

COMPANY	**JEEVES INC.**
Legal name:	251 Little Falls Drive, Wilmington, Delaware 19808, United States
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Email for notices:	